

1 Chambord V. Benton-Hayes, Esq. (SBN 278970)
Angel M. Alexander, Esq. (PLP License: PL-492703)
2 **BENTON EMPLOYMENT LAW, PC**
2333 San Ramon Valley Blvd., Suite 225
3 San Ramon, CA 94583
4 Telephone: 510.650.0250
Email: chambord@bentonemploymentlaw.com
5 Email: angel@bentonemploymentlaw.com

6 Attorneys for Plaintiff
7 MARIO GODIVA GREEN

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO - UNLIMITED**

10 MARIO GODIVA GREEN, an individual,
11
12 Plaintiff,

13 v.

14 EQUINOX HOLDINGS, INC., and DOES 1
15 through 50, inclusive,
16 Defendants.

Case No.:

COMPLAINT FOR DAMAGES

1. Race discrimination (African American) in violation of FEHA;
2. Equal Pay Act (EPA) (African American man) Cal. Lab. Code § 1197.5(b) and EPA of 1963;
3. Disability discrimination in violation of FEHA;
4. Whistleblower retaliation in violation Labor Code § 1102.5 (SB 497);
5. Retaliation in violation of FEHA;
6. Harassment (race and disability) in violation of FEHA;
7. Failure to prevent discrimination, harassment, and retaliation in violation of FEHA; and,
8. Wrongful termination in violation of FEHA.

DEMAND FOR JURY

24
25 MARIO GODIVA GREEN (“PLAINTIFF” or “Mr. Godiva”) brings this action against
26 EQUINOX HOLDINGS, INC. (“DEFENDANT EMPLOYER,” “DEFENDANT,” or “EQUINOX”)
27 and DOES 1 through 50, and alleges as follows:

28 ///

1 **SUMMARY OF CASE**

2 1. This is a race and disability discrimination case of a nearly sixteen- (16) year employee
3 to vindicate the rights afforded to PLAINTIFF under the California Fair Employment and Housing
4 Act (“FEHA”), Government Code sections 12940, *et seq.* PLAINTIFF experienced specifically race
5 and disability discrimination, retaliation, and wrongful termination. PLAINTIFF was treated
6 differently because of his race and disability, also because he made multiple whistleblower
7 complaints about violations of the law. Thereafter, DEFENDANT retaliated against PLAINTIFF for
8 his legally-protected complaints. As a result, PLAINTIFF was retaliatorily and wrongfully
9 terminated.

10 **JURISDICTION AND VENUE**

11 2. This case is subject to the jurisdiction and venue of this county pursuant to the
12 California Government Code, California Business and Professions Code, and the California Code of
13 Civil Procedure. DEFENDANT regularly conducts business in San Francisco. PLAINTIFF resides
14 in San Francisco.

15 3. The Court has personal jurisdiction pursuant to California Code of Civil Procedure
16 section 410.10 because at all relevant times herein, DEFENDANT was located in San Francisco,
17 conducted business in San Francisco, and the wrongful conduct alleged herein including
18 PLAINTIFF’S termination occurred in the County of San Francisco, California.

19 4. Venue is proper in this judicial district, pursuant to Government Code section 12965.
20 DEFENDANT was conducting business in San Francisco, California.

21 **PARTIES**

22 5. PLAINTIFF is an individual who is and was at relevant times to this Complaint
23 residing in San Francisco, California, and engaged in the business dealings alleged herein in San
24 Francisco. He was employed in San Francisco, California as a Group Fitness Instructor.

25 6. PLAINTIFF is informed and believes, and on that basis alleges, that DEFENDANT
26 EQUINOX is formed under the laws of the United States and authorized to do business in San
27 Francisco, California. DEFENDANT EQUINOX has over five (5) employees and employed
28 PLAINTIFF in California.

1 **FACTUAL ALLEGATIONS RELEVANT TO ALL CAUSES OF ACTION**

2 **Mr. Godiva Builds His Career Through Talent, Discipline, And an Unmatched Commitment**
3 **to Fitness**

4 11. Mario Godiva Green, known professionally as “Mario Godiva,” was raised in
5 Kenosha, Wisconsin. As an African American male growing up in a city where African American
6 residents made up only a small fraction of the population, Mr. Godiva learned early that survival often
7 required assimilation, and restraint, in the face of unfair treatment.

8 12. Mr. Godiva was an avid dancer and performer. Mr. Godiva attended the University of
9 Wisconsin-Stevens Point, where he studied Fine Arts and developed his passion for movement,
10 fitness, and teaching others. Following the unexpected passing of his grandmother, he abruptly
11 withdrew from college and subsequently relocated to Chicago, where he earned his Group Fitness
12 Certification from the Athletics and Fitness Association of America.

13 **Mr. Godiva Becomes a Highly Sought-After Trainer with National Recognition**

14 13. In 2009, Mr. Godiva left Chicago and moved to New York, where he quickly
15 established himself as a trainer specializing in Kangoo Jumps—spring-loaded, shock-absorbing
16 exercise shoes. His popularity grew rapidly, and he developed a devoted following.

17 14. Mr. Godiva’s work was featured by numerous television and media outlets, including
18 the *Today Show*, *The New York Times*, and ABC News.¹ He became known for his rigorous,
19 innovative, and effective training techniques. As his reputation grew, so did his clientele, which
20 included a growing list of celebrity clients.

21 **Equinox Recruits Mr. Godiva to Bring His Talent, Following, And Celebrity Clientele to Its**
22 **Luxury Fitness Brand**

23 15. Equinox is a multibillion-dollar luxury fitness company with more than 300 health
24 club facilities throughout North America and Europe. Marketed as a place “where luxury and fitness
25 meet” Equinox attracts affluent clientele to its state-of-the-art facilities by promising exclusive access
26

27 ¹ <https://www.nytimes.com/2012/11/30/nyregion/putting-the-bounce-back-in-your-step.html>. Mr. Godiva has worked
28 with a variety of celebs, entrepreneurs, executives, and the average person that is committed to radical change. Mr.
Godiva’s accolades include "One of NY's Hottest Workouts" by the NY Post, "Best Workout for Legs" by Timeout
Magazine NY, and "Chicago's Best Workout" by the Chicago Tribune.

1 to elite trainers and fitness professionals.

2 16. On April 9, 2010, Equinox hired Mr. Godiva as a Group Fitness Instructor at its West
3 50th Street location in New York, New York. Equinox benefited not only from Mr. Godiva's
4 exceptional talent, but also from his substantial following, public profile, and celebrity clientele.

5 17. Throughout his employment, Equinox repeatedly selected Mr. Godiva to serve as a
6 media spokesperson for the company. Between 2016 and 2017 alone, Equinox chose Mr. Godiva to
7 represent its brand in at least five (5) media engagements, including interviews with Health360 and
8 Men's Journal, as well as a televised segments for CBS 2 NY, and CNN.

9 18. These appearances allowed Equinox to capitalize on Mr. Godiva's reputation and
10 status as a celebrity trainer. Yet despite the substantial value Mr. Godiva brought to Equinox's brand,
11 Equinox never compensated him for these additional contributions.

12 **Mr. Godiva Excels as a Group Fitness Instructor at Equinox**

13 19. For Mr. Godiva, working at Equinox was a dream job. It gave him the chance to train
14 motivated clients in high-end facilities for a company he believed shared his values. He also loved
15 teaching and connecting with people. He had a mission – to help people and motivate them to enjoy
16 exercising. His starting hourly rate was \$8.00 and \$50 per class to instruct Group Fitness classes. His
17 direct supervisor was Mark Hendricks. Mr. Godiva devoted himself to Equinox and intended to retire
18 from the company.

19 20. Mr. Godiva quickly distinguished himself as an elite Celebrity Trainer and Group
20 Fitness Instructor. He was one of the few instructors approved to teach across all four (4) studio
21 categories: Cycle, Barre/Pilates, Yoga, and Conditioning/High-Intensity Interval Training. This
22 distinction afforded Mr. Godiva greater earning capacity than many Group Fitness Instructors, who
23 were limited to teaching in only one or two studio categories.

24 21. Mr. Godiva thrived during the first four (4) years of his employment with Equinox.
25 He taught classes at several Equinox studios in New York. Because of his talent, reputation, and loyal
26 following, he was assigned coveted prime-time classes, between 4:00 p.m. and 7:00 p.m., as well as
27 back-to-back sessions. These assignments increased his class attendance and visibility within the
28 company. Mr. Godiva was a rising star at Equinox and consistently received praise from Equinox

1 members.

2 **Mr. Godiva Reports Being Called The “N-Word”; Management Fails to Adequately Address**
3 **or Investigate His Legally-Protected Complaint**

4 22. On September 21, 2015, an Equinox member called him the “N-Word” during a class.
5 Mr. Godiva was shocked and disturbed by the comment and promptly reported the incident to his
6 direct manager, Jewel Elizabeth (“Ms. Elizabeth”). Despite the seriousness of Mr. Godiva’s legally-
7 protected complaint, he received little to no response. He elevated his concerns to higher management,
8 yet again received no adequate response, investigation, or corrective action.

9 23. Mr. Godiva was deeply upset and appalled by this overtly racially discriminatory
10 conduct. He believed by Equinox refusing to address this issue they were endorsing this member’s
11 conduct as acceptable. He further believed that there is an “epidemic of people who are quietly racist.
12 These people hold positions of power and secretly harbor ill feelings for people in protected categories
13 including African Americans.”

14 24. Nevertheless, he attempted to remain professional and continue advancing his career
15 at the studio. He valued the opportunities he believed Equinox could provide and hoped the incident
16 would be taken seriously and addressed appropriately. Instead, Mr. Godiva was left feeling
17 unsupported and unprotected after reporting discriminatory conduct.

18 **Mr. Godiva Becomes a Public Face of Equinox While Experiencing Performative Diversity**
19 **Through Racial Tokenism**

20 25. In September 2016, Mr. Godiva was selected as a media spokesperson and public
21 facing representative for the Equinox brand. Mr. Godiva was excited and honored by the opportunity
22 and genuinely believed Equinox supported his professional growth and valued his contributions. He
23 embraced the role enthusiastically and viewed it as an important step toward advancing his career
24 within the fitness industry.

25 26. Mr. Godiva represented Equinox through numerous brands, events, public, and
26 television appearances. Mr. Godiva participated in promotional and fitness-related events that both
27 elevated his professional profile and Equinox’s public image.

28 27. However, over time, Mr. Godiva began to recognize a troubling contradiction between

1 Equinox’s public image and the internal workplace culture. While Equinox publicly embraced Mr.
2 Godiva and appeared eager to showcase diversity outwardly through his visibility and success, Mr.
3 Godiva perceived Equinox’s commitment to diversity and inclusion as largely superficial and
4 performative in practice.

5 **Mr. Godiva Works at Several Equinox Locations Throughout California**

6 28. In 2014, Mr. Godiva survived a serious cancer diagnosis. Following his recovery, Mr.
7 Godiva felt he needed a change of pace. In late 2017, he relocated to Los Angeles, California, where
8 he worked at Equinox’s Santa Monica and Culver City facilities. In early 2021, he relocated to San
9 Diego and worked at Equinox’s La Costa facility.

10 29. In 2023, Mr. Godiva requested a transfer to San Francisco, where he worked at
11 Equinox’s Mission Street facility until his unlawful termination on February 13, 2026.

12 **Equinox Refuses to Pay Mr. Godiva Consistent with His Skill, Experience and Equal to His**
13 **White Colleagues**

14 30. From the outset, Equinox failed to compensate Mr. Godiva consistent with his talent,
15 experience, and value to the company. Mr. Godiva’s annual earnings were approximately \$16,600,
16 based on an hourly rate of \$8.00 and \$50 per class; a stark contrast to the \$85 per class he had earned
17 at Crunch Fitness, where he worked for seven (7) years before joining Equinox.

18 31. Despite his stellar performance record, Mr. Godiva did not receive any pay increase
19 during the first four (4) years of his employment. In 2014, Equinox gave Mr. Godiva a modest \$5.00
20 per class raise, increasing his earnings to approximately \$18,000 per year, at an hourly rate of \$8.75
21 and \$55 per class. His next raise came in 2015, when Equinox increased his class rate by \$10, bringing
22 his annual earnings to approximately \$22,880, at an hourly rate of \$9.00 and \$65 per class.

23 32. For nearly a decade, Mr. Godiva did not receive a single raise, unlike his white, less
24 qualified colleagues. His next and final raise did not come until October 2024, when Equinox
25 increased his class rate by \$10, bringing his annual earnings to approximately \$40,000, at an hourly
26 rate of \$19.00 and \$75 per class. Despite more than fifteen (15) years of hard work, and dedication,
27 Mr. Godiva still earned less per class at Equinox than other white instructors. He also earned less at
28 Equinox than at Crunch Fitness where he worked more than a decade earlier.

1 39. In March 2022, Mr. Godiva officially joined Equinox’s La Costa facility as the only
2 African American instructor among a largely white group fitness staff, and he immediately noticed
3 limited diversity and limited class allocation to him.

4 40. As the sole African American instructor on the roster, Mr. Godiva perceived the denial
5 of his scheduling request and the unequal assignment of opportunities as part of a broader pattern in
6 which African American instructors were deprioritized in scheduling and advancement decisions. Mr.
7 Godiva made a legally-protected complaint about his unfair treatment because he is an African
8 American man at Equinox.

9 **Mr. Godiva Is Hospitalized with a Life-Threatening Meningitis**

10 **And Equinox Responds with Retaliation**

11 41. On June 11, 2022, shortly after joining Equinox’s San Diego facility, Mr. Godiva
12 visited urgent care, as he was experiencing debilitating hip pain. Mr. Godiva requested one (1) week
13 off work until the pain subsided. During this time, Mr. Godiva disclosed to Ms. Erickson that he was
14 a cancer survivor with an underlying health related conditions and was experiencing visible physical
15 decline and significant health complications. Despite these disclosures and Mr. Godiva’s serious
16 medical condition and obvious medical deterioration, Ms. Erickson continued demanding additional
17 medical clearance and subjected Mr. Godiva to heightened administrative scrutiny regarding his
18 absence.

19 42. On June 29, 2022, Mr. Godiva was admitted to UC San Diego Hospital, where he
20 stayed until July 14, 2022. During this hospitalization, Mr. Godiva was intubated and admitted to the
21 ICU, where he was formally diagnosed on July 5, 2022, with Cryptococcal Meningitis — a life-
22 threatening brain and spinal infection. Rather than extending support to a critically ill employee,
23 manager, Ms. Erickson, sent twenty-seven (27) text messages to Mr. Godiva including:

24 ***“HR is waiting to hear from you, can you contact them today or tomorrow?”***

25 ***“. . . Just wanted to make sure you were aware that without an LOA filed, you could be***
26 ***termed from the system and need to reapply when you are ready to return, which is 100%***
27 ***ok. I know the LOA process is a long one.”***

28 43. In addition to the text messages, Mr. Godiva received numerous emails from Human

1 Resources (“HR”). On July 12, 2022, HR emailed Mr. Godiva threatening “voluntary resignation if
2 he did not complete a thirty-four (34) page leave of absence packet.” While he was hospitalized, Mr.
3 Godiva received at least thirty-three (33) emails from the leave vendor, Reed Group.

4 44. Mr. Godiva’s estimated return-to-work date was initially August 14, 2022. However,
5 given the physically demanding nature of his position, Mr. Godiva’s physician, Dr. Patricia Riggs,
6 extended his return-to-work date twice, first to August 26, 2022, and then to September 19, 2022, to
7 ensure he could safely return to full duty.

8 **Equinox Retaliates Against Mr. Godiva for Taking Leave**

9 45. After surviving life-threatening meningitis, Mr. Godiva was strong, healthy, and ready
10 to return to the work he loved most: serving as an elite Group Fitness Instructor. However, upon his
11 return, Mr. Godiva’s manager, Ms. Erickson, ignored his medical clearance and treated him as though
12 he were a new instructor, rather than an instructor with fourteen (14) years’ experience. She allowed
13 him to teach only one (1) fitness class, citing “business decisions” as the reason. However, she
14 promptly reassigned Mr. Godiva’s prime-time Tabata Max class, and Mr. Godiva’s double sessions
15 to herself. This was her intentionally taking advantage of his life-threatening illness, stripping him of
16 job duties while on protected leave pursuant to Family Medical Leave Act (“FMLA”) and using his
17 illness and disability to elevate her platform with prime-time classes.

18 46. Before Mr. Godiva went on leave, he was teaching four (4) classes which were well
19 attended. Given Mr. Godiva’s hour-long commute, teaching only one (1) class was neither practical
20 nor economically viable.

21 **Mr. Godiva Reports Retaliation Following His Return from Medical Leave**

22 47. On October 11, 2022, Mr. Godiva filed a formal complaint with Equinox, detailing the
23 harassing emails and texts he received while in the ICU, and Ms. Erickson’s retaliatory scheduling
24 practices following his return from medical leave. On October 17, 2022, Mr. Godiva made the same
25 legally-protected complaint to HR Representative Jason Dilay (“Mr. Dilay”) by phone, and again by
26 email on October 19, 2022. Mr. Dilay assured Mr. Godiva that Equinox would investigate his
27 complaint.

28 48. On October 26, 2022, as part of Equinox’s investigation into Mr. Godiva’s complaint,

1 HR representatives Orlando Rivera, and Andie Koultouridis met with Mr. Godiva via
2 videoconference.

3 49. On November 11, 2022, Equinox issued a memorandum, stating that its investigation
4 was complete, and Mr. Godiva’s claims could not be substantiated. Equinox further stated that “*We*
5 *do not anticipate any ongoing issues . . .*” and that his investigation was closed. On November 17,
6 2022, HR representative Jason Dilay emailed Mr. Godiva a copy of the report and stated, “*I don’t*
7 *anticipate any further issues going forward.*”

8 **Mr. Godiva Experiences Continued Retaliation After Transferring to Equinox’s San**
9 **Francisco Facility**

10 50. On August 9, 2023, after experiencing retaliation, and hostile work environment, at
11 Equinox’s La Costa facility, Mr. Godiva submitted a formal request to HR Director Alim Dhanji to
12 transfer to Equinox’s San Francisco facility.

13 51. In October 2023, following his transfer to San Francisco, Mr. Godiva was assigned a
14 Thursday 6:30 p.m. Cycle class, that he took over for another instructor. After only three (3) weeks
15 teaching the class, Group Fitness Manager Helen Saunders (“Ms. Saunders”) and Regional Director
16 C.J. Jones stripped Mr. Godiva of this prime-time class. Ms. Saunders claimed that there was
17 declining attendance, when in reality class attendance was increasing under Mr. Godiva’s instruction.
18 Nevertheless, Mr. Godiva’s prime-time class was given to a newly hired, less qualified, white
19 instructor.

20 52. On September 7, 2025, Mr. Godiva emailed General Manager, Colette Hernandez
21 (“Ms. Hernandez”), to raise concerns that he was being targeted. Before Ms. Hernandez became
22 General Manager of Equinox’s Union Street facility, Mr. Godiva had been a preferred substitute
23 instructor for Barre and Pilates classes under General Manager Megan King (“Ms. King”). Ms. King
24 frequently attended Mr. Godiva’s classes and praised his teaching style.

25 53. After Ms. Hernandez became General Manager, however, Mr. Godiva was treated
26 differently. Ms. Hernandez sent other instructors to observe Mr. Godiva’s classes and failed to
27 consider Mr. Godiva—a top instructor with extensive experience—for new class opportunities.

28 ///

1 **Mr. Godiva Whistleblows:**

2 **Equinox Creates a Pretextual Basis to Terminate Mr. Godiva In Retaliation for**
3 **His Ongoing Complaints of Unfair Treatment (Race, Disability, and Pay)**

4 54. On January 27, 2026, Regional Group Fitness Manager Matthew Modleski (“Mr.
5 Modleski”) emailed Mr. Godiva and directed him to convert his 9:30 a.m. Monday class at the Union
6 Street facility from Pilates Fusion to the “True Barre” format, effective February 2, 2026. Mr.
7 Modleski stated: *“This is just to reconfirm that the change in the class format to True Barre is*
8 *required.”*

9 55. On January 29, 2026, Mr. Godiva responded to Mr. Modleski, in writing, advising that
10 he had formally complained to Human Resources Representative Gretchen Koback Pursel on January
11 23, 2026, that the directive constituted a retaliatory change to his employment conditions and an
12 attempt to constructively discharge him.

13 56. On February 1, 2026, the evening before the mandatory format change was set to take
14 effect, Mr. Godiva notified Mr. Modleski and Group Fitness Manager Ms. Hernandez that he was
15 unwell and unable to teach his class the following day due to a medical condition aggravated by recent
16 workplace stress. Equinox approved his sick leave.

17 57. On February 9, 2026, Mr. Godiva returned to teach his Monday class at the Union
18 Street facility. At the time, Mr. Godiva was teaching only one (1) class and was the only African
19 American instructor on the Union Street schedule.

20 58. On February 13, 2026, Human Resources Regional Director Miriam Hallak (“Ms.
21 Hallak”) emailed Mr. Godiva stating that she was investigating a member’s formal complaint and
22 requested to schedule a Microsoft Teams meeting with him. The member allegedly complained about
23 Mr. Godiva’s True Barre teaching style and claimed that she and at least one other member walked
24 out of his February 9, 2026, class.

25 59. Less than six (6) hours later, at approximately 5:00 p.m., Mr. Modleski emailed Mr.
26 Godiva a termination notice, effective immediately. The notice cited Mr. Godiva’s alleged deviation
27 from the True Barre format as the basis for his termination.

28 60. Mr. Godiva’s termination was pretextual. Equinox claimed Mr. Godiva violated the

1 True Barre curriculum by including squats and core work, even though the official True Barre manual
2 expressly includes squats and core work. Equinox also terminated Mr. Godiva because of his
3 continued whistleblowing complaints about his unfair treatment (race, disability, and pay). Indeed,
4 he was wrongfully and retaliatorily terminated.

5 61. After dedicating fifteen years of his life and career to Equinox and serving as their
6 spokesperson, Mr. Godiva was discarded like trash. He was not afforded the human decency to
7 address the allegations against him, nor was he provided the dignity of an in-person termination.

8 **Mr. Godiva Uses His Social Media Platform to Discuss His Unfair Treatment at Equinox**

9 62. Throughout his employment, Mr. Godiva openly discussed and complained about his
10 unfair treatment related to his protected categories on various social media platforms. His intent was
11 to make the public aware of his ongoing mistreatment. He is a public advocate for treating all
12 employees equally within the workplace.

13 **Lawsuit of Other African American Trainers**

14 **And Disabled Trainers at Equinox**

15 63. Other African American trainers have made similar allegations against Equinox.
16 Specifically, Röbynn Europe² who alleged race and gender discrimination as well as retaliation for
17 “calling out racism and sexism at the club.” Moreover, “rather than address and fix those issues, they
18 targeted [Europe] for reprisals.” A jury awarded her \$11.25 million in damages, a verdict that includes
19 \$10 million in punitive damages against the gym, according to court records.

20 64. Other disabled trainers have alleged discrimination and wrongful termination because
21 of their disability. Specifically, Lajos “Lali” Hugyetz a 5-time world kickboxing champion and
22 former personal trainer at an Equinox facility alleged disability discrimination.³ The jury found
23 Equinox liable for disability discrimination, retaliation, and failure to accommodate. The jury
24 awarded Mr. Hugyetz a \$32.2 million jury verdict. The award included \$8.3 million in compensatory
25 damages and a massive \$24 million in punitive damages.

26 ///

27 _____

28 ² <https://www.nytimes.com/2023/05/26/nyregion/equinox-settlement-discrimination.html>

³ <https://www.dailyjournal.com/article/388666-former-equinox-trainer-wins-32-2m-in-disability-bias-verdict>

1 **FIRST CAUSE OF ACTION**

2 **RACE DISCRIMINATION (AFRICAN AMERICAN) IN VIOLATION OF FEHA**

3 (California Government Code § 129040(a) and SB 899)
4 (Against DEFENDANT EMPLOYER and DOES 1 through 50)

5 65. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

6 66. Under Government Code section 129040(a), it is an unlawful employment practice for
7 an employer to terminate a person, or to discriminate against a person in the terms, conditions, or
8 privileges of employment on the basis of, among other things their race.

9 67. As an African American, PLAINTIFF is a member of a protected class.

10 68. DEFENDANT EMPLOYER discriminated against PLAINTIFF on the basis of his
11 race in violation of the California FEHA including but not limited to paying him less, subjecting him
12 to racial tokenism and allowing racially offensive remarks within Equinox, treating him less favorably
13 than white employees, stripping him of job duties/opportunities and ultimately wrongfully
14 terminating him because of his race.

15 69. PLAINTIFF'S race was a substantial motivating reason for DEFENDANT
16 EMPLOYER'S mistreatment of him. Ultimately, PLAINTIFF was retaliatorily and wrongfully
17 terminated because of his legally-protected complaints relating to race and disability discrimination,
18 retaliation, and less pay than his white counterparts.

19 70. As a further direct and proximate result of the unlawful conduct and discrimination by
20 DEFENDANT EMPLOYER, PLAINTIFF has suffered and continues to suffer emotional distress,
21 embarrassment, humiliation, mental anguish, and anxiety, all to damages in an amount exceeding
22 jurisdictional requirements and according to proof.

23 71. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
24 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, with an improper
25 and evil motive amounting to despicable conduct, and in conscious disregard of PLAINTIFF'S rights.
26 Therefore, in addition to compensatory damages, PLAINTIFF is entitled to recover punitive damages
27 from DEFENDANT EMPLOYER in an amount according to proof.

28 72. PLAINTIFF has incurred and continues to incur attorneys' and legal expenses and is

1 also entitled to recover said costs and fees in an amount according to proof at the time of trial pursuant
2 to Government Code section 12965(b).

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF EQUAL PAY ACT (EPA) BASED UPON RACE AND GENDER PAY DISPARITY**

5 (Cal. Lab. Code § 1197.5(b) and EPA of 1963)
6 (Against DEFENDANT EMPLOYER, and DOES 1 through 50)

7 73. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

8 74. Under California Labor Code section 1197.5(b) “an employer cannot pay employees
9 less than employees of another gender, race, or ethnicity for substantially similar work, when viewed
10 as a composite of skill, effort and responsibility, and performed under similar working conditions...”,
11 unless the employer can demonstrate a valid reason.

12 75. DEFENDANT EMPLOYER’S actions directly violate this law, entitling PLAINTIFF
13 to back pay, liquidated damages, attorneys’ fees, interest, and other statutory relief.

14 76. PLAINTIFF performed substantially similar work to his white counterparts who
15 received higher wages despite having similar or less experience.

16 77. DEFENDANT EMPLOYER paid PLAINTIFF at a rate lower than his white female
17 and male counterparts based on sex/gender and race in violation of California Labor Code sections
18 1197.5, 432.3, and the Equal Pay Act of 1963.

19 78. PLAINTIFF was performing substantially similar work as the other trainers,
20 considering the overall combination of skill, effort, and responsibility required.

21 79. PLAINTIFF was working under similar working conditions as the other Group Fitness
22 Instructors.

23 80. PLAINTIFF was paid well below market rate for a Group Fitness Instructor of a
24 company of DEFENDANT EMPLOYER’S size, region, and the vast scope of duties PLAINTIFF
25 performed. In addition, the white Group Fitness Instructors were all being paid more than
26 PLAINTIFF, an African American man.

27 81. DEFENDANT EMPLOYER failed to justify the wage disparity through any legally
28 recognized factors, such as seniority, merit, production-based pay, or a job-related factor other than

1 sex/gender and race.

2 82. As a further direct and proximate result of the unlawful conduct and discrimination by
3 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress,
4 embarrassment, humiliation, mental anguish, and anxiety, all to his damages in an amount exceeding
5 jurisdictional requirements and according to proof.

6 83. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
7 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, with an improper
8 and evil motive amounting to despicable conduct and in conscious disregard of PLAINTIFF'S rights.
9 Therefore, in addition to compensatory damages, PLAINTIFF is entitled to recover punitive damages
10 from DEFENDANT EMPLOYER in an amount according to proof.

11 **THIRD CAUSE OF ACTION**

12 **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA**

13 (California Government Code § 129040(a) *et seq.*)
14 (Against DEFENDANT EMPLOYER and DOES 1 through 50)

15 84. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

16 85. PLAINTIFF was, at all times, an employee covered by FEHA.

17 86. DEFENDANT EMPLOYER was, at all times, a material employer within the meaning
18 of FEHA, and as such, barred from discriminating in employment decisions on the basis of disability.

19 87. Pursuant to Government Code section 12940(a), it is unlawful for an employer to
20 discriminate against an employee because of the employee's physical or mental disability.

21 88. Pursuant to Government Code section 12926 and 12926.1, PLAINTIFF was
22 hospitalized almost losing his life, and lives with other disabilities including anxiety, is a cancer
23 survivor, and has other medical conditions disclosed to his employer that required accommodation.

24 89. During this time, PLAINTIFF disclosed to DEFENDANT EMPLOYER that he was
25 a cancer survivor with other health conditions and was experiencing visible physical decline and
26 significant health complications.

27 90. Despite these disclosures and PLAINTIFF'S obvious physical and medical
28 deterioration, DEFENDANT EMPLOYER threatened his job if he did not complete medical

1 paperwork while in critical care in the ICU.

2 91. On June 29, 2022, PLAINTIFF was admitted to UC San Diego Hospital, where he
3 stayed until July 14, 2022.

4 92. During this hospitalization, PLAINTIFF was intubated and admitted to the ICU, where
5 he was formally diagnosed on July 5, 2022, with Cryptococcal Meningitis — a life-threatening brain
6 and spinal infection.

7 93. DEFENDANT sent twenty-seven (27) text messages while PLAINTIFF was
8 hospitalized.

9 94. In addition to the text messages, Mr. Godiva received numerous emails from HR. On
10 July 12, 2022, HR emailed Mr. Godiva threatening “voluntary resignation if he did not complete a
11 thirty-four (34) page leave of absence packet” while hospitalized and fighting for his life.

12 95. PLAINTIFF received at least thirty-three (33) emails from the leave vendor, Reed
13 Group.

14 96. When PLAINTIFF was cleared to return to work, DEFENDANT ignored his medical
15 clearance delaying his return to work.

16 97. In retaliation for taking a medically protected (California Family Rights Act “CFRA”)
17 medical leave, DEFENDANT EMPLOYER stripped PLAINTIFF of job duties and reduced
18 PLAINTIFF to one (1) class rather than returning him to his four- (4) class schedule before his
19 medical leave.

20 98. DEFENDANT also harassed PLAINTIFF about his service dog Angel despite
21 bringing her to work for years without issue.

22 99. PLAINTIFF was harmed.

23 100. DEFENDANT EMPLOYER’S conduct was a substantial factor causing
24 PLAINTIFF’S harm.

25 101. DEFENDANT’S discriminatory actions against PLAINTIFF, as alleged above,
26 constituted unlawful discrimination in employment on account of PLAINTIFF’S disability.

27 102. As a direct and proximate result of the unlawful conduct of disability discrimination
28 by DEFENDANT, PLAINTIFF has suffered and continues to suffer damages including but not

1 limited to loss of wages, salary, benefits, and other employment benefits that PLAINTIFF would have
2 received had he not been terminated by DEFENDANT EMPLOYER.

3 103. As a further direct and proximate result of the unlawful conduct and discrimination by
4 DEFENDANT, PLAINTIFF has suffered and continues to suffer emotional distress, embarrassment,
5 humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding jurisdictional
6 requirements and according to proof.

7 104. DEFENDANT committed the acts alleged herein maliciously, fraudulently, and
8 oppressively, with the wrongful intention of injuring PLAINTIFF with an improper and evil motive
9 amounting to despicable conduct, and in conscious disregard of PLAINTIFF’S rights. Therefore, in
10 addition to compensatory damages, PLAINTIFF is entitled to recover punitive damages from
11 DEFENDANT EMPLOYER in an amount according to proof.

12 **FOURTH CAUSE OF ACTION**

13 **WHISTLEBLOWER RETALIATION**

14 (California Labor Code § 1102.5 and SB 497)
15 (Against DEFENDANT EMPLOYER, and DOES 1 through 50)

16 105. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

17 106. At all times herein, there was an employer/employee relationship between
18 PLAINTIFF and DEFENDANT EMPLOYER.

19 107. PLAINTIFF disclosed and/or believed he disclosed to DEFENDANT EMPLOYER,
20 Human Resources, and to managers of DEFENDANT EMPLOYER his complaints about his unfair
21 treatment because of his race, disability, and unequal pay as an African American man.

22 108. PLAINTIFF disclosed and/or believed he disclosed to DEFENDANT EMPLOYER
23 and his managers the “unfair treatment” and “hostile work environment” that was prevalent at
24 DEFENDANT EMPLOYER against PLAINTIFF. At all relevant times DEFENDANT EMPLOYER
25 could investigate, discover, or correct these violations of the law, but failed to investigate as required
26 by the law.

27 109. PLAINTIFF had reasonable cause to believe that the information disclosed was a
28 violation of California law because he made legally-protected complaints.

1 110. PLAINTIFF was harmed.

2 111. DEFENDANT EMPLOYER retaliatorily and wrongfully terminated PLAINTIFF.

3 112. PLAINTIFF'S legally-protected whistleblower complaints of discrimination, unfair
4 treatment, harassment, and retaliation were a contributing factor in DEFENDANT EMPLOYER'S
5 decision to terminate PLAINTIFF.

6 113. DEFENDANT EMPLOYER'S conduct was a substantial factor in causing
7 PLAINTIFF'S harm. As a direct and proximate result of the unlawful conduct of discrimination by
8 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer damages including, but
9 not limited to, loss of wages, salary, benefits, and other employment and retirement benefits that
10 PLAINTIFF would have received had he not been retaliatorily and wrongfully terminated by
11 DEFENDANT EMPLOYER.

12 114. As a further direct and proximate result of the unlawful conduct of discrimination by
13 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress,
14 embarrassment, humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding
15 jurisdictional requirements and according to proof.

16 115. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
17 fraudulently, and oppressively with the wrongful intention of injuring PLAINTIFF, and acted with
18 an improper and evil motive amounting to malice and in conscious disregard of PLAINTIFF'S rights.
19 Because the acts taken toward PLAINTIFF were carried out by DEFENDANT EMPLOYER acting
20 in a deliberate, cold, callous, and intentional manner in order to injure and damage PLAINTIFF, he
21 is entitled to recover punitive damages from DEFENDANT EMPLOYER in an amount according to
22 proof.

23 **FIFTH CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF FEHA**

25 (California Government Code § 12940(h) and SB 497)
26 (Against DEFENDANT EMPLOYER and DOES 1 through 50)

27 116. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

28 117. At all times relevant to this Complaint, PLAINTIFF was an employee of

1 DEFENDANT EMPLOYER and covered by the FEHA.

2 118. California Government Code section 12940(h) further provides that it is an unlawful
3 employment practice “[f]or any employer . . . to discharge, expel, or otherwise discriminate against
4 any person because the person has opposed any practices forbidden under this part or because the
5 person has filed a complaint, testified, or assisted in any proceeding under this part.”

6 119. Moreover, California Government Code section 12940(l)(4) provides that it is an
7 unlawful employment practice “[f]or an employer . . . [to] retaliate or otherwise discriminate against
8 a person...”

9 120. PLAINTIFF disclosed and/or believed he disclosed to DEFENDANT EMPLOYER,
10 Human Resources, and to managers of DEFENDANT EMPLOYER about his unfair treatment
11 because of his race, disability, and unequal pay as an African American man.

12 121. PLAINTIFF noticed an immediate campaign of retaliation to prevent PLAINTIFF
13 from working after making his whistleblower complaints.

14 122. PLAINTIFF is informed and believes and thereon alleges that because of his
15 whistleblower complaints about discrimination, unfair treatment, harassment and retaliation by
16 DEFENDANT EMPLOYER, PLAINTIFF was subjected to unwanted, retaliatory conduct including
17 termination.

18 123. As a further direct and proximate result of the unlawful conduct of retaliation by
19 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress,
20 embarrassment, humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding
21 jurisdictional requirements and according to proof.

22 124. DEFENDANT EMPLOYER’S retaliatory conduct was a substantial factor in causing
23 PLAINTIFF harm, namely that PLAINTIFF was forced to suffer, among other injuries lost wages
24 and other compensation benefits, severe emotional distress, and other pecuniary loss, thus causing
25 PLAINTIFF damages in an amount according to proof at trial, exceeding the minimum for unlimited
26 jurisdiction of this Court. Pursuant to California Government Code section 12965(b), PLAINTIFF is
27 entitled to reasonable attorney’s fees and costs of suit.

28 125. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,

1 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, and acted with
2 an improper and evil motive amounting to malice and in conscious disregard of PLAINTIFF'S rights.
3 Because the acts taken toward PLAINTIFF were carried out by DEFENDANT EMPLOYER acting
4 in a deliberate, cold, callous, and intentional manner in order to injure and damage PLAINTIFF, he
5 is entitled to recover punitive damages from DEFENDANT EMPLOYER in an amount according to
6 proof.

7 **SIXTH CAUSE OF ACTION**

8 **HARASSMENT IN VIOLATION OF FEHA**

9 (California Government Code section 12940(j))

10 (Against DEFENDANT EMPLOYER, and DOES 1 through 50)

11 126. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

12 127. PLAINTIFF at, all times mentioned hereto, was an employee covered by FEHA,
13 California Government Code sections 12940(a) and (j), which prohibits an employer from harassing
14 an employee on the basis of disability and/or race.

15 128. DEFENDANT EMPLOYER was, at all times, an employer or managers/supervisors
16 as defined under the FEHA.

17 129. The above-described actions constitute harassment on the basis of disability and race,
18 and, in part, retaliation PLAINTIFF was subjected to repeatedly because of making his legally-
19 protected complaints, which amounted to harassment. PLAINTIFF endured a continuously escalating
20 series of discriminatory and harassing comments and behavior by DEFENDANT, creating a hostile
21 and toxic work environment that interfered with his ability to perform his job, denied him
22 employment benefits, and adversely affected the terms and conditions of his employment, including
23 but not limited to a deliberate reduction of PLAINTIFF'S class schedule.

24 130. The harassing conduct that PLAINTIFF was subjected to was so severe, widespread,
25 and/or persistent that a reasonable individual in PLAINTIFF'S circumstances would have considered
26 the work environment to be toxic, hostile and/or abusive.

27 131. PLAINTIFF considered the work environment to be a toxic work culture, hostile
28 oppressive, and abusive.

1 132. DEFENDANT EMPLOYER failed to take prompt, remedial and effective actions to
2 address the harassment issues. DEFENDANT EMPLOYER specifically engaged in the harassing
3 conduct, and did nothing to stop it or prevent it from occurring again. This included reducing
4 PLAINTIFF'S class schedule, monitoring him during classes, and treating him unfairly.

5 133. DEFENDANT EMPLOYER'S violations of FEHA caused PLAINTIFF to suffer
6 harm.

7 134. As a direct and proximate result of the unlawful conduct and discrimination by
8 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer damages, including but
9 not limited to loss of wages, salary, benefits, and other employment and retirement benefits that
10 PLAINTIFF would have received had he not been retaliatorily and wrongfully terminated by
11 DEFENDANT EMPLOYER.

12 135. DEFENDANT EMPLOYER'S conduct was a substantial factor in causing
13 PLAINTIFF'S harm.

14 136. As a further direct and proximate result of the unlawful conduct by DEFENDANT
15 EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress, embarrassment,
16 humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding jurisdictional
17 requirements and according to proof.

18 137. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
19 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, with an improper
20 and evil motive amounting to despicable conduct and in conscious disregard of PLAINTIFF'S rights.
21 Therefore, in addition to compensatory damages, PLAINTIFF is entitled to recover punitive damages
22 from DEFENDANT EMPLOYER in an amount according to proof.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**
25 **IN VIOLATION OF FEHA**

26 (California Government Code section 12940(k))
27 (Against DEFENDANT EMPLOYER and DOES 1 through 50)

28 138. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

1 139. At all times relevant to this matter, DEFENDANT EMPLOYER employed at least
2 five (5) individuals; therefore, DEFENDANT EMPLOYER is an employer under FEHA.

3 140. At all times relevant to this matter, PLAINTIFF was a person who was qualified and
4 capable of performing his job duties. The California Government code provides at section 12940, in
5 pertinent part: “It shall be an unlawful employment practice...(k) for an employer... to fail to take all
6 reasonable steps necessary to prevent discrimination...from occurring.”

7 141. DEFENDANT EMPLOYER discriminated and retaliated against, and ultimately
8 terminated PLAINTIFF because of race, disabilities and because of his legally-protected complaints.
9 The behavior, conduct, and comments by DEFENDANT EMPLOYER and their management, human
10 resources, agents, representatives, and employees, created a work environment that was intimidating,
11 hostile, oppressive, and offensive to PLAINTIFF such that he was deprived of the benefit of a
12 discrimination- and retaliation-free work environment, all in violation of California Government
13 Code section 12900 *et seq.* Such conduct included, but was not limited to, harassment, retaliation,
14 discrimination on the basis of disability, race, and subjecting him to a wrongful termination by
15 DEFENDANT EMPLOYER.

16 142. PLAINTIFF was harmed.

17 143. DEFENDANT EMPLOYER failed to take all reasonable steps to prevent harassment,
18 discrimination, retaliation, which was a substantial factor in causing PLAINTIFF’S harm.

19 144. As a further direct and proximate result of the unlawful conduct of retaliation by
20 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress,
21 embarrassment, humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding
22 jurisdictional requirements and according to proof.

23 145. DEFENDANT EMPLOYER’S retaliatory conduct was a substantial factor in causing
24 PLAINTIFF harm, namely that PLAINTIFF was forced to suffer, among other injuries, lost wages
25 and other compensation and benefits, severe emotional distress, and other pecuniary loss, thus causing
26 PLAINTIFF damages in an amount according to proof at trial, in excess of the minimum for unlimited
27 jurisdiction of this Court. Pursuant to California Government Code section 12965(b), PLAINTIFF is
28 entitled to reasonable attorney’s fees and costs of suit.

1 146. As a further direct and proximate result of the unlawful conduct of retaliation by
2 DEFENDANT EMPLOYER, PLAINTIFF suffered and continues to suffer emotional distress,
3 embarrassment, humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding
4 jurisdictional requirements and according to proof.

5 147. DEFENDANT EMPLOYER'S retaliatory conduct was a substantial factor in causing
6 PLAINTIFF harm, namely that PLAINTIFF was forced to suffer, among other injuries lost wages
7 and other compensation and benefits, severe emotional distress, and other pecuniary loss, thus causing
8 PLAINTIFF damages in an amount according to proof at trial, exceeding the minimum for unlimited
9 jurisdiction of this Court. Pursuant to California Government Code section 12965(b), PLAINTIFF is
10 entitled to reasonable attorney's fees and costs of suit.

11 148. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
12 fraudulently, and oppressively with the wrongful intention of injuring PLAINTIFF, and acted with
13 an improper and evil motive amounting to malice and in conscious disregard of PLAINTIFF'S rights.
14 Because the acts taken toward PLAINTIFF were carried out by DEFENDANT EMPLOYER acting
15 in a deliberate, cold, callous, and intentional manner to injure and damage PLAINTIFF, he is entitled
16 to recover punitive damages from DEFENDANT EMPLOYER in an amount according to proof.

17 **EIGHTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

19 (Against DEFENDANT EMPLOYER, and DOES 1 through 50)

20 149. PLAINTIFF incorporates all preceding paragraphs as though fully set forth herein.

21 150. At all times herein, there was an employer/employee relationship between
22 PLAINTIFF and DEFENDANT EMPLOYER.

23 151. At all times herein, PLAINTIFF was employed by DEFENDANT EMPLOYER.

24 152. PLAINTIFF was a competent and capable employee who performed his job duties in
25 a satisfactory or better manner.

26 153. As a direct and proximate result of DEFENDANT EMPLOYER, through
27 DEFENDANT EMPLOYER'S officers, directors, managing agents, or supervisory employees,
28 intentionally creating or knowingly permitting working conditions to exist that were so intolerable

1 that a reasonable person in PLAINTIFF'S position would have had no reasonable alternative except
2 to resign.

3 154. DEFENDANT EMPLOYER'S actions in forcing PLAINTIFF'S resignation and/or
4 terminating PLAINTIFF'S employment were wrongful, unlawful, and in violation of fundamental
5 public policies.

6 155. DEFENDANT EMPLOYER knew or should have known that their conduct violated
7 these fundamental public policies and was substantially certain to cause PLAINTIFF harm.

8 156. On or about February 13, 2026, PLAINTIFF was retaliatorily and wrongfully
9 terminated from employment with DEFENDANT EMPLOYER.

10 157. As a direct and proximate result of the unlawful conduct of discrimination by
11 DEFENDANT EMPLOYER, PLAINTIFF has suffered and continues to suffer damages including
12 but not limited to loss of wages, salary and other employment and retirement benefits that
13 PLAINTIFF would have received had he not been terminated by DEFENDANT EMPLOYER.

14 158. As a further direct and proximate result of the PLAINTIFF'S wrongful termination by
15 DEFENDANT EMPLOYER, PLAINTIFF has suffered and continues to suffer emotional distress,
16 embarrassment, humiliation, mental anguish, and anxiety, all to his damage in an amount exceeding
17 jurisdictional requirements and according to proof.

18 159. DEFENDANT EMPLOYER committed the acts alleged herein maliciously,
19 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, with an improper
20 and evil motive amounting to despicable conduct, and in conscious disregard of PLAINTIFF'S rights.
21 Therefore, in addition to the compensatory damages, PLAINTIFF is entitled to recover punitive
22 damages from DEFENDANT EMPLOYER in an amount according to proof.

23 **PRAYER**

24 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANT:

- 25 1. For past and future compensatory damages, according to proof;
- 26 2. For additional economic losses and costs incurred by PLAINTIFF in establishing the
27 claims against DEFENDANT;
- 28 3. For exemplary and punitive damages according to proof;

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- 4. For pre- and post-judgment interest at the legal rate;
- 5. Attorneys' fees and costs of suit; and
- 6. For such other and further relief, the Court deems proper.

Dated: June 17, 2026

BENTON EMPLOYMENT LAW, PC



Chambord Benton-Hayes
Attorney for Plaintiff
MARIO GODIVA GREEN

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury.

Dated: June 17, 2026

BENTON EMPLOYMENT LAW, PC



Chambord Benton-Hayes
Attorney for Plaintiff
MARIO GODIVA GREEN

EXHIBIT A



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
San Diego Local Office

555 W. Beech Street, Suite 504
San Diego, CA 92101
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
San Diego Direct Dial: (619) 900-1616
FAX (619) 557-7274
Website: www.eeoc.gov

June 25, 2025

Equinox Holdings, Inc.
Attn: Jared E Blumetti
40 Wall Street, 32nd Floor
New York, New York 10005

RE: Mario Godiva Green v. Equinox Holdings, Inc.
EEOC Charge No. 480-2023-00724

Dear Jared E Blumetti,

Due to an administrative error, the service of the enclosed California Civil Rights Department Notice of Right to Sue was delayed. The Charging Party did file a timely charge with the Equal Employment Opportunity Commission, San Diego Local Office within 300 days of the alleged unlawful employment practice as require by the statutes enforced by the Commission.

Should you have any questions regarding this notice, please contact me at (619) 900 – 1619.

On Behalf of the Commission:

Jacquelyn Famber, Local Director
San Diego Local Office

Enclosed: California Civil Rights Department (CRD) Right to Sue



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.calcivilrights.ca.gov | contact.center@dfeh.ca.gov

EEOC Number: 488-2023-00724
Case Name: Mario Godiva Green v. Equinox Holdings, Inc.
Filing Date: June 25, 2025

NOTICE TO COMPLAINANT AND RESPONDENT

This is to advise you that the above-referenced complaint is being dual filed with the California Civil Rights Department (CRD) by the U.S. Equal Employment Opportunity Commission (EEOC). The complaint will be filed in accordance with California Government Code section 12960. This notice constitutes service pursuant to Government Code section 12962.

The EEOC is responsible for the processing of this complaint. Please contact EEOC directly for any discussion of this complaint or the investigation.

NOTICE TO COMPLAINANT OF RIGHT TO SUE

This letter is also your Right to Sue notice. **This Right to Sue Notice allows you to file a private lawsuit in State court.** According to Government Code section 12965, subdivision (c), you may bring a civil action under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The lawsuit may be filed in a State of California Superior Court. Government Code section 12965, subdivision (c), provides that such a civil action must be brought within one year from the date of this notice. Pursuant to Government Code section 12965, subdivision (e)(1), this one-year period will be tolled during the pendency of the EEOC's investigation of your complaint. You should consult an attorney to determine with accuracy the date by which a civil action must be filed. This right to file a civil action may be waived in the event a settlement agreement is signed.

Be advised, CRD does not retain case records beyond three years after a complaint is filed.

EXHIBIT B



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 30, 2025

Mario Godiva Green
1100 Gough St. Unit 7B
San Francisco, CA 94109

RE: **Notice to Complainant**
CRD Matter Number: 202506-30082330
Right to Sue: Godiva Green / Equinox Holdings, Inc.

Dear Mario Godiva Green:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 30, 2025

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202506-30082330
Right to Sue: Godiva Green / Equinox Holdings, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 30, 2025

Mario Godiva Green
1100 Gough St. Unit 7B
San Francisco, CA 94109

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202506-30082330
Right to Sue: Godiva Green / Equinox Holdings, Inc.

Dear Mario Godiva Green:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 30, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 arbitration policy (11-23) targeted at me and other vocal employees; stripping my highest-
2 attendance classes (7-16-24, 12-17-24); blocking a high-profile Meta corporate event (1-11-
24) the same day management alerted corporate to my discrimination charge; and issuing a
3 selective CPR-certification threat (4-18-25).

4 These acts were motivated by:

- 5 • Race (Black) – lower pay and loss of prime classes while lesser-qualified white peers were promoted.
- 6 • Disability / Service Animal – refusal to engage in the interactive process; new ADR policy bars ADA relief.
- 7 • Protected Activity – press-release whistle-blowing, social-media advocacy, and EEOC/CRD filing.

8 I seek a Right-to-Sue so I may pursue FEHA claims for race and disability discrimination, unequal pay, and continuing retaliation (2023-2025).

1 VERIFICATION

2 I, **Mario Godiva Green**, am the **Complainant** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The same is true of my
5 own knowledge, except as to those matters which are therein alleged on information
6 and belief, and as to those matters, I believe it to be true.

7 On June 30, 2025, I declare under penalty of perjury under the laws of the State of
8 California that the foregoing is true and correct.

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San Francisco, CA

EXHIBIT C



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 15, 2026

Chambord Benton-Hayes
2333 San Ramon Valley Blvd, Suite 225
San Ramon, CA 94583

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202606-35682115
Right to Sue: Green / Equinox Holdings, Inc

Dear Chambord Benton-Hayes:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



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June 15, 2026

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202606-35682115
Right to Sue: Green / Equinox Holdings, Inc

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



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1-800-884-1684 (voice) | California's Relay Service at 711
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June 15, 2026

Mario Green

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202606-35682115
Right to Sue: Green / Equinox Holdings, Inc

Dear Mario Green:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 15, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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KEVIN KISH, DIRECTOR

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 work opportunities or assignments, denied or forced to transfer, denied accommodation for
2 a disability.

3 **Complainant experienced retaliation** because complainant reported or resisted any form
4 of discrimination or harassment, requested or used a disability-related accommodation,
5 requested or used family care and medical leave (cfra) related to serious health condition of
6 employee or family member, child bonding, or military exigencies and as a result was
7 terminated, laid off, denied hire or promotion, reprimanded, denied equal pay, suspended,
8 demoted, denied any employment benefit or privilege, other, denied work opportunities or
9 assignments, denied or forced to transfer, denied accommodation for a disability.

10 **Additional Complaint Details: Mr. Godiva Builds His Career Through Talent, Discipline,
11 And an Unmatched Commitment to Fitness**

12 Mario Godiva Green, known professionally as “Mario Godiva,” was raised in Kenosha,
13 Wisconsin. As an African American male growing up in a city where African American
14 residents made up only a small fraction of the population, Mr. Godiva learned early that
15 survival often required assimilation, and restraint, in the face of unfair treatment.

16 Mr. Godiva was an avid dancer and performer. Mr. Godiva attended the University of
17 Wisconsin-Stevens Point, where he studied Fine Arts and developed his passion for
18 movement, fitness, and teaching others. Following the unexpected passing of his
19 grandmother, he abruptly withdrew from college and subsequently relocated to Chicago,
20 where he earned his Group Fitness Certification from the Athletics and Fitness Association
21 of America.

22 **Mr. Godiva Becomes a Highly Sought-After Trainer with National
23 Recognition**

24 In 2009, Mr. Godiva left Chicago and moved to New York, where he quickly
25 established himself as a trainer specializing in Kangoo Jumps—spring-loaded, shock-
26 absorbing exercise shoes. His popularity grew rapidly, and he developed a devoted
27 following.

28 Mr. Godiva’s work was featured by numerous television and media outlets, including
the Today Show, The New York Times, and ABC News. He became known for his rigorous,
innovative, and effective training techniques. As his reputation grew, so did his clientele,
which included a growing list of celebrity clients.

**Equinox Recruits Mr. Godiva to Bring His Talent, Following, And Celebrity
Clientele to Its Luxury Fitness Brand**

Equinox is a multibillion-dollar luxury fitness company with more than 300 health club
facilities throughout North America and Europe. Marketed as a place “where luxury and
fitness meet” Equinox attracts affluent clientele to its state-of-the-art facilities by promising
exclusive access to elite trainers and fitness professionals.

1 On April 9, 2010, Equinox hired Mr. Godiva as a Group Fitness Instructor at its West
2 50th Street location in New York, New York. Equinox benefited not only from Mr. Godiva's
3 exceptional talent, but also from his substantial following, public profile, and celebrity
4 clientele.

5 Throughout his employment, Equinox repeatedly selected Mr. Godiva to serve as a
6 media spokesperson for the company. Between 2016 and 2017 alone, Equinox chose Mr.
7 Godiva to represent its brand in at least five (5) media engagements, including interviews
8 with Health360 and Men's Journal, as well as a televised segments for CBS 2 NY and CNN.

9 These appearances allowed Equinox to capitalize on Mr. Godiva's reputation and
10 status as a celebrity trainer. Yet despite the substantial value Mr. Godiva brought to
11 Equinox's brand, Equinox never compensated him for these additional contributions.

12 Mr. Godiva Excels as a Group Fitness Instructor at 13 Equinox

14 For Mr. Godiva, working at Equinox was a dream job. It gave him the chance to train
15 motivated clients in high-end facilities for a company he believed shared his values. He also
16 loved teaching and connecting with people. He had a mission – to help people and motivate
17 them to enjoy exercising. His starting hourly rate was \$8.00 and \$50 per class to instruct
18 Group Fitness classes. His direct supervisor was Mark Hendricks. Mr. Godiva devoted
19 himself to Equinox and intended to retire from the company.

20 Mr. Godiva quickly distinguished himself as an elite Celebrity Trainer and Group
21 Fitness Instructor. He was one of the few instructors approved to teach across all four (4)
22 studio categories: Cycle, Barre/Pilates, Yoga, and Conditioning/High-Intensity Interval
23 Training. This distinction afforded Mr. Godiva greater earning capacity than many Group
24 Fitness Instructors, who were limited to teaching in only one or two studio categories.

25 Mr. Godiva thrived during the first four (4) years of his employment with Equinox. He
26 taught classes at several Equinox studios in New York. Because of his talent, reputation,
27 and loyal following, he was assigned coveted prime-time classes, between 4:00 p.m. and
28 7:00 p.m., as well as back-to-back sessions. These assignments increased his class
attendance and visibility within the company. Mr. Godiva was a rising star at Equinox and
consistently received praise from Equinox members.

29 Mr. Godiva Reports Being Called The "N-Word"; Management Fails to Adequately Address 30 or Investigate His Legally Protected Complaint

31 On September 21, 2015, an Equinox member called him the "N-Word" during a
32 class. Mr. Godiva was shocked and disturbed by the comment and promptly reported the
33 incident to his direct manager, Jewel Elizabeth ("Ms. Elizabeth"). Despite the seriousness of
34 Mr. Godiva's legally protected complaint, he received little to no response. He elevated his
35 concerns to higher management, yet again received no adequate response, investigation, or
36 corrective action.

37 Mr. Godiva was deeply upset and appalled by this overtly racially discriminatory
38 conduct. He believed by Equinox refusing to address this issue they were endorsing this
39 member's conduct as acceptable. He further believed that there is an "epidemic of people
40 who are quietly racist. These people hold positions of power and secretly harbor ill feelings
41 for people in protected categories including African Americans."

1 Nevertheless, he attempted to remain professional and continue advancing his
2 career at the studio. He valued the opportunities he believed Equinox could provide and
3 hoped the incident would be taken seriously and addressed appropriately. Instead, Mr.
4 Godiva was left feeling unsupported and unprotected after reporting discriminatory conduct.

5 Mr. Godiva Becomes a Public Face of Equinox While Experiencing Performative 6 Diversity Through Racial Tokenism

7 In September 2016, Mr. Godiva was selected as a media spokesperson and public
8 facing representative for the Equinox brand. Mr. Godiva was excited and honored by the
9 opportunity and genuinely believed Equinox supported his professional growth and valued
10 his contributions. He embraced the role enthusiastically and viewed it as an important step
11 toward advancing his career within the fitness industry.

12 Mr. Godiva represented Equinox through numerous brands, events, public and
13 television appearances. Mr. Godiva participated in promotional and fitness-related events
14 that both elevated his professional profile and Equinox's public image.

15 However, over time, Mr. Godiva began to recognize a troubling contradiction
16 between Equinox's public image and the internal workplace culture. While Equinox publicly
17 embraced Mr. Godiva and appeared eager to showcase diversity outwardly through his
18 visibility and success, Mr. Godiva perceived Equinox's commitment to diversity and inclusion
19 as largely superficial and performative in practice.

20 Mr. Godiva Works at Several Equinox Locations Throughout 21 California

22 In 2014, Mr. Godiva survived a serious cancer diagnosis. Following his recovery, Mr.
23 Godiva felt he needed a change of pace. In late 2017, he relocated to Los Angeles,
24 California, where he worked at Equinox's Santa Monica and Culver City facilities. In early
25 2021, he relocated to San Diego and worked at Equinox's La Costa facility.

26 In 2023, Mr. Godiva requested a transfer to San Francisco, where he worked at
27 Equinox's Mission Street facility until his unlawful termination on February 13, 2026.
28 Equinox Refuses to Pay Mr. Godiva Consistent with His Skill, Experience and Equal to His
White Colleagues

From the outset, Equinox failed to compensate Mr. Godiva consistent with his talent,
experience, and value to the company. Mr. Godiva's annual earnings were approximately
\$16,600, based on an hourly rate of \$8.00 and \$50 per class; a stark contrast to the \$85 per
class he had earned at Crunch Fitness, where he worked for seven (7) years before joining
Equinox.

Despite his stellar performance record, Mr. Godiva did not receive any pay increase
during the first four (4) years of his employment. In 2014, Equinox gave Mr. Godiva a
modest \$5.00 per class raise, increasing his earnings to approximately \$18,000 per year, at
an hourly rate of \$8.75 and \$55 per class. His next raise came in 2015, when Equinox
increased his class rate by \$10, bringing his annual earnings to approximately \$22,880, at
an hourly rate of \$9.00 and \$65 per class.

For nearly a decade, Mr. Godiva did not receive a single raise, unlike his white, less
qualified colleagues. His next and final raise did not come until October 2024, when Equinox
increased his class rate by \$10, bringing his annual earnings to approximately \$40,000, at

1 an hourly rate of \$19.00 and \$75 per class. Despite more than fifteen (15) years of hard
2 work, and dedication, Mr. Godiva still earned less per class at Equinox than other white
3 instructors. He also earned less at Equinox than at Crunch Fitness where he worked more
4 than a decade earlier.

5 Mr. Godiva's Doctor Formally Documents Angel, His Husky/German Shepherd as a 6 Psychiatric Support Service Animal

7 In June 2018, Mr. Godiva's medical provider, Dr. Jessica Stroik, formally documented
8 Angel, his Husky/German Shepherd, as a psychiatric service animal, not merely an
9 emotional support animal. Angel assisted Mr. Godiva with severe depression and anxiety
10 and performed core ADA-related functions, including co-regulation, tactile support,
11 interruption of escalating symptoms, and protection from self-harm.

12 From July 1, 2018 through March 1, 2020, Angel was consistently permitted and
13 welcomed at multiple studio Equinox locations throughout Los Angeles. Angel was well
14 received by staff and members alike due to her calm and gentle nature. She remained
15 unobtrusive, did not disrupt operations, and did not create an undue burden on the
16 company.

17 Following The Pandemic, Mr. Godiva Loses Seniority and Is Denied Scheduling 18 Opportunities Given to White Instructors

19 35. In early 2021, Mr. Godiva was laid off due to the COVID-19 pandemic. On March 25,
20 2021, the Director of Group Fitness, Rachel Sibony ("Ms. Sibony") assured him that upon his
21 return he would retain the same seniority and status he previously held within the company.

22 Mr. Godiva was rehired on February 10, 2022. However, when he was rehired, Equinox
23 treated him as a new hire rather than restoring his prior seniority and status as promised.
24 Mr. Godiva was in the process of transferring to San Diego, California, where he would
25 report to supervisor, Ashley Erickson ("Ms. Erickson").

26 On February 14, 2022, Mr. Godiva requested a double-session class schedule to make
27 his approximately one-hour commute more manageable and efficient. That same day, Ms.
28 Erickson discussed multiple potential double-session scheduling options with Mr. Godiva
and indicated she was holding classes for a white female instructor.

Despite initially appearing receptive to Mr. Godiva's request, he was ultimately
denied the requested scheduling arrangement. On February 21, 2022, Ms. Erickson
imposed limitations on what she believed Mr. Godiva could handle while simultaneously
assigning double sessions and race preferred class opportunities to white instructors.

In March 2022, Mr. Godiva officially joined Equinox's La Costa facility as the only
African American instructor among a largely white group fitness staff, and he immediately
noticed limited diversity and limited class allocation to him.

As the sole African American instructor on the roster, Mr. Godiva perceived the
denial of his scheduling request and the unequal assignment of opportunities as part of a
broader pattern in which African American instructors were deprioritized in scheduling and
advancement decisions. Mr. Godiva made a legally-protected complaint about his unfair
treatment because he is an African American man at Equinox.

Mr. Godiva Is Hospitalized with a Life-Threatening Meningitis And Equinox Responds with Retaliation

1 On June 11, 2022, shortly after joining Equinox’s San Diego facility, Mr. Godiva visited
2 urgent care, as he was experiencing debilitating hip pain. Mr. Godiva requested one (1)
3 week off work until the pain subsided. During this time, Mr. Godiva disclosed to Ms. Erickson
4 that he was a cancer survivor with an underlying health related conditions and was
5 experiencing visible physical decline and significant health complications. Despite these
6 disclosures and Mr. Godiva’s serious medical condition and obvious medical deterioration,
7 Ms. Erickson continued demanding additional medical clearance and subjected Mr. Godiva
8 to heightened administrative scrutiny regarding his absence.

9 On June 29, 2022, Mr. Godiva was admitted to UC San Diego Hospital, where he
10 stayed until July 14, 2022. During this hospitalization, Mr. Godiva was intubated and
11 admitted to the ICU, where he was formally diagnosed on July 5, 2022, with Cryptococcal
12 Meningitis — a life-threatening brain and spinal infection. Rather than extending support to a
13 critically ill employee, manager, Ms. Erickson, sent twenty-seven (27) text messages to Mr.
14 Godiva including:

15 “HR is waiting to hear from you, can you contact them today or tomorrow?”

16 “. . .Just wanted to make sure you were aware that without an LOA filed, you could be
17 termed from the system and need to reapply when you are ready to return, which is 100%
18 ok. I know the LOA process is a long one.”

19 In addition to the text messages, Mr. Godiva received numerous emails from Human
20 Resources (“HR”). On July 12, 2022, HR emailed Mr. Godiva threatening “voluntary
21 resignation if he did not complete a thirty-four (34) page leave of absence packet.” While he
22 was hospitalized, Mr. Godiva received at least thirty-three (33) emails from the leave vendor,
23 Reed Group.

24 Mr. Godiva’s estimated return-to-work date was initially August 14, 2022. However,
25 given the physically demanding nature of his position, Mr. Godiva’s physician, Dr. Patricia
26 Riggs, extended his return-to-work date twice, first to August 26, 2022, and then to
27 September 19, 2022, to ensure he could safely return to full duty.

28 Equinox Retaliates Against Mr. Godiva for Taking Leave

After surviving life-threatening meningitis, Mr. Godiva was strong, healthy, and ready
to return to the work he loved most: serving as an elite Group Fitness Instructor. However,
upon his return, Mr. Godiva’s manager, Ms. Erickson, ignored his medical clearance and
treated him as though he were a new instructor, rather than an instructor with fourteen (14)
years’ experience. She allowed him to teach only one (1) fitness class, citing “business
decisions” as the reason. However, she promptly reassigned Mr. Godiva’s prime-time
Tabata Max class, and Mr. Godiva’s double sessions to herself. This was her intentionally
taking advantage of his life-threatening illness, stripping him of job duties while on protected
leave pursuant to Family Medical Leave Act (“FMLA”) and using his illness and disability to
elevate her platform with prime-time classes.

Before Mr. Godiva went on leave, he was teaching four (4) classes which were well
attended. Given Mr. Godiva’s hour-long commute, teaching only one (1) class was neither
practical nor economically viable.

Mr. Godiva Reports Retaliation Following His Return from Medical Leave

1 On October 11, 2022, Mr. Godiva filed a formal complaint with Equinox, detailing the
2 harassing emails and texts he received while in the ICU, and Ms. Erickson’s retaliatory
3 scheduling practices following his return from medical leave. On October 17, 2022, Mr.
4 Godiva made the same legally protected complaint to HR Representative Jason Dilay (“Mr.
5 Dilay”) by phone, and again by email on October 19, 2022. Mr. Dilay assured Mr. Godiva
6 that Equinox would investigate his complaint.

7 On October 26, 2022, as part of Equinox’s investigation into Mr. Godiva’s complaint,
8 HR representatives Orlando Rivera, and Andie Koultouridis met with Mr. Godiva via
9 videoconference.

10 On November 11, 2022, Equinox issued a memorandum, stating that its investigation
11 was complete, and Mr. Godiva’s claims could not be substantiated. Equinox further stated
12 that “We do not anticipate any ongoing issues . . . ” and that his investigation was closed.
13 On November 17, 2022, HR representative Jason Dilay emailed Mr. Godiva a copy of the
14 report and stated, “I don’t anticipate any further issues going forward.”

15 Mr. Godiva Experiences Continued Retaliation After Transferring to Equinox’s San 16 Francisco Facility

17 On August 9, 2023, after experiencing retaliation, and hostile work environment, at
18 Equinox’s La Costa facility, Mr. Godiva submitted a formal request to HR Director Alim
19 Dhanji to transfer to Equinox’s San Francisco facility.

20 In October 2023, following his transfer to San Francisco, Mr. Godiva was assigned a
21 Thursday 6:30 p.m. Cycle class, that he took over for another instructor. After only three (3)
22 weeks teaching the class, Group Fitness Manager, Helen Saunders (“Ms. Saunders”) and
23 Regional Direct C.J. Jones stripped Mr. Godiva of this prime-time class. Ms. Saunders
24 claimed that there was declining attendance, when in reality class attendance was
25 increasing under Mr. Godiva’s instruction. Nevertheless, Mr. Godiva’s prime time class was
26 given to a newly hired, less qualified, white instructor.

27 On September 7, 2025, Mr. Godiva emailed General Manager, Colette Hernandez
28 (“Ms. Hernandez”), to raise concerns that he was being targeted. Before Ms. Hernandez
became General Manager of Equinox’s Union Street facility, Mr. Godiva had been a
preferred substitute instructor for Barre and Pilates classes under General Manager Megan
King (“Ms. King”). Ms. King frequently attended Mr. Godiva’s classes and praised his
teaching style.

After Ms. Hernandez became General Manager, however, Mr. Godiva was treated
differently. Ms. Hernandez sent other instructors to observe Mr. Godiva’s classes and failed
to consider Mr. Godiva—a top instructor with extensive experience—for new class
opportunities.

Mr. Godiva Whistleblows: Equinox Creates a Pretextual Basis to Terminate Mr. Godiva In Retaliation for His Ongoing Complaints of Unfair Treatment (Race, Disability, and Pay)

On January 27, 2026, Regional Group Fitness Manager Matthew Modleski (“Mr.
Modleski”) emailed Mr. Godiva and directed him to convert his 9:30 a.m. Monday class at
the Union Street facility from Pilates Fusion to the “True Barre” format, effective February 2,

1 2026. Mr. Modleski stated: “This is just to reconfirm that the change in the class format to
True Barre is required.”

2 On January 29, 2026, Mr. Godiva responded to Mr. Modleski, in writing, advising that
3 he had formally complained to Human Resources Representative Gretchen Koback Pursel
4 on January 23, 2026, that the directive constituted a retaliatory change to his employment
5 conditions and an attempt to constructively discharge him.

6 On February 1, 2026, the evening before the mandatory format change was set to
7 take effect, Mr. Godiva notified Mr. Modleski and Group Fitness Manager Ms. Hernandez
8 that he was unwell and unable to teach his class the following day due to a medical
9 condition aggravated by recent workplace stress. Equinox approved his sick leave.

10 On February 9, 2026, Mr. Godiva returned to teach his Monday class at the Union
11 Street facility. At the time, Mr. Godiva was teaching only one (1) class and was the only
12 African American instructor on the Union Street schedule.

13 On February 13, 2026, Human Resources Regional Director Miriam Hallak (“Ms.
14 Hallak”) emailed Mr. Godiva stating that she was investigating a member’s formal complaint
15 and requested to schedule a Microsoft Teams meeting with him. The member allegedly
16 complained about Mr. Godiva’s True Barre teaching style and claimed that she and at least
17 one other member walked out of his February 9, 2026, class.

18 Less than six (6) hours later, at approximately 5:00 p.m., Mr. Modleski emailed Mr.
19 Godiva a termination notice, effective immediately. The notice cited Mr. Godiva’s alleged
20 deviation from the True Barre format as the basis for his termination.

21 Mr. Godiva’s termination was pretextual. Equinox claimed Mr. Godiva violated the
22 True Barre curriculum by including squats and core work, even though the official True Barre
23 manual expressly includes squats and core work. Equinox also terminated Mr. Godiva
24 because of his continued whistleblowing complaints about his unfair treatment (race,
25 disability, and pay). Indeed, he was wrongfully and retaliatorily terminated.

26 After dedicating almost fifteen years of his life to Equinox and serving as their
27 spokesperson, Mr. Godiva was discarded like trash and was not even afforded an in-person
28 termination.

29 Mr. Godiva Uses His Social Media Platform to Discuss His Unfair 30 Treatment at Equinox

31 Throughout his employment, Mr. Godiva openly discussed and complained about his
32 unfair treatment related to his protected categories on various social media platforms. His
33 intent was to make the public aware of his ongoing mistreatment. He is a public advocate for
34 treating all employees equally within the workplace.

1 VERIFICATION

2 I, **Chambord Benton-Hayes**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
5 based on information and belief, which I believe to be true.

6 On June 15, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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San Ramon, California