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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN DIEGO**

10 EMILY FERRER, ELIJAH WESTCOTT,  
11 MANUEAL BANUELOS MACIAS and on  
behalf of themselves and other aggrieved  
12 employees,

13 Plaintiffs,

14 v.

15 FITNESS INTERNATIONAL, LLC, a  
16 California Limited Liability Company;  
and DOES 1 through 100, inclusive,

17 Defendants.  
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CASE NO. 37-2020-00044088-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Joel R. Wohlfeil

Department C-73

**REPRESENTATIVE ACTION**

**DECLARATION OF EMILY FERRER IN  
SUPPORT OF MOTION FOR APPROVAL  
OF PRIVATE ATTORNEYS GENERAL ACT  
("PAGA") SETTLEMENT**

Date: July 21, 2023

Time: 9:00 a.m.

Dept: C-73

Judge: Honorable Joel R. Wohlfeil

Reservation: 2974855

Complaint filed: December 2, 2020

Trial date: Not set

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22 Counsel for Plaintiff Manuel Banuelos Macias

1 I, Emily Ferrer, declare as follows:

2 1. I am a named Plaintiff in the above-referenced action filed on behalf of the State  
3 of California and PAGA Members against Fitness International, LLC (“Defendant”), seeking  
4 civil penalties for violation of certain labor code violations. I have personal knowledge of all  
5 matters stated herein and could competently testify as to these matters if called as a witness,  
6 except as to the matters stated upon information and belief, and as to those matters, I believe  
7 them to be true.

8 2. I have reviewed and signed the proposed settlement agreement entitled “Private  
9 Attorneys General Act Settlement and Release.” Based on my attorneys’ evaluation and  
10 recommendation, and my involvement and the issues and risks involved in this case, I believe  
11 the proposed settlement obtained on behalf of the PAGA Members is a good result.

12 3. I am not aware of any interests I have adverse to the interests of the other PAGA  
13 Members, and I do not have any conflicts that would keep me from adequately representing the  
14 PAGA Members.

15 4. I am not related to anyone associated with Cohelan Khoury & Singer. My  
16 attorneys explained to me, and I reviewed and signed the Joint Prosecution and Attorney Fee  
17 Spilt Agreement.

18 5. I worked for Defendant as a Front Desk/ Kids Klub Attendant from  
19 approximately February 25, 2019 until July 2020. After my employment ended, I searched for  
20 attorneys to talk to about my work experiences and labor violations I suffered during my  
21 employment with Defendant. I retained the lawyers with the Law Offices of Cohelan Khoury &  
22 Singer to pursue this case as a PAGA Representative action for Defendant’s failure to pay all  
23 my wages owed and provide meal and rest periods.

24 6. In bringing this case for myself, the state, and the other employees, I understood  
25 a lot of work would be required and I was willing to, and did, do the work to keep the case  
26 moving forward. For instance, my attorneys asked me to provide detailed factual information to  
27 support the claims in this case and to remain available as necessary to move the case forward.

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1           7.       Prior to filing this lawsuit on behalf of myself and other employees, I was  
2 informed of certain risks, but I decided to move forward. Those risks included having to pay  
3 some or all of Defendant's litigation costs if this case were lost, and that as a Named Plaintiff  
4 my name could be found when doing a Google search which could potentially affect future job  
5 opportunities with employers who may respond negatively to employees who assert their rights  
6 under the law. Even with these risks, I agreed to proceed because I believed Defendant's  
7 employment policies took advantage of employees.

8           8.       Because I stayed in constant contact with my attorneys, I knew that mediation  
9 had been scheduled. On the day of mediation, I made sure I was available by phone. I consented  
10 to the settlement, and reviewed and signed the settlement agreement.

11          9.       I have taken my duties and responsibilities as a Named Plaintiff seriously by  
12 taking the risks described above and staying in touch with my attorneys throughout the case,  
13 and by doing all that was asked of me. Because of this case, the other PAGA Members will  
14 receive money they otherwise may not have.

15          10.      Separate and apart from this PAGA case for civil penalties, I believe that I had  
16 independent claims for violations of the labor code. I have agreed to resolve all of my Non-  
17 PAGA claims of any nature and sign a Section 1542 release in exchange for an individual  
18 settlement and signed a Confidential Individual Settlement Agreement and General Release.

19          I declare under the penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct and that this declaration is executed on 5/15/2023,  
21 in San Diego, California.



\_\_\_\_\_  
Emily Ferrer