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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

[PROPOSED] JUDGMENT

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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1 Judgment is hereby entered in accordance with the terms of this Court's Order Granting
2 Motion for Approval of Private Attorneys General Act ("PAGA") Settlement.

3 The "Gross PAGA Amount" generated by the Private Attorneys General Act Settlement
4 and Release ("Settlement" or "Agreement") agreed to between Plaintiffs Emily Ferrer, Elijah
5 Westcott, and Manual Banuelos Westcott, on behalf of themselves and other PAGA Members
6 (defined below), and the State of California, on the one hand, and Defendant Fitness
7 International, LLC ("Defendant") is Three Hundred, Thirty-Four Thousand, Five Hundred
8 Thirty Dollars (\$334,530.00), which represents the maximum amount payable in this
9 Settlement by Defendant and is the maximum amount Defendant can be required to pay under
10 this Settlement. Through its Order Granting Motion for Approval of Private Attorneys General
11 Act ("PAGA") Settlement, the Court has authorized the following distributions from the Gross
12 PAGA Amount: (1) \$131,666.67 to Plaintiffs' Counsel for attorneys' fees; (2) \$21,366.76 to
13 Plaintiffs' Counsel for litigation costs; and (3) \$16,250.00 to CPT Group, Inc., the
14 administrator, for the costs associated with administering the Settlement.

15 After the aforementioned deductions are made from the Gross PAGA Amount, the
16 remaining sum of \$165,246.57 constitutes the "PAGA Fund," which shall be distributed
17 pursuant to Labor Code section 2699(i) as follows: 75% of the PAGA Fund, \$123,934.93, be
18 paid to the Labor Workforce Development Agency; and 25% of the PAGA Fund, \$41,311.64,
19 be paid to all current and former non-exempt employees of Fitness International, LLC who
20 worked in the following positions during the Covered Period (the pay periods from December
21 1, 2019 through March 15, 2020) in California: Babysitter, Maintenance Detail Crew,
22 Equipment Tech, Facility Manager, Club Pride Supervisor, Janitor, Facility Supervisor, Front
23 Desk Staff, Security, and Membership Sales Counselor (collectively, "PAGA Members")
24 according to the method set forth in the Agreement for calculating Individual Settlement
25 Payments.

26 Pursuant to California Code of Civil Procedure section 664.6, and California Rules of
27 Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over this action and the
28 Parties, including after entry of this Judgment, to the fullest extent necessary to interpret,

1 enforce and effectuate the terms and intent of the Settlement

2 This document shall constitute a judgment for purposed of California Rules of Court,
3 Rule 3.769(h).

4 **IT IS SO ORDERED.**

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6 Dated: _____

The Honorable Joel R. Wohlfeil
Judge of the Superior Court