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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JAMIE ELLSWORTH, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LECLAIR FITNESS II, LLC, a California
limited liability company; LECLAIR
FITNESS III, LLC, a California limited
liability company; LECLAIR FITNESS IV,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2021-00295114-CU-OE-GDS

**DECLARATION OF JAMIE
ELLSWORTH IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: September 20, 2022

Time: 9:00 a.m.

Dept.: 54

Reservation #: 2658341

Complaint Filed: February 23, 2021

FAC Filed: May 6, 2022

Trial Date: None

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I, Jamie Ellsworth, declare as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by LeClair Fitness II, LLC, LeClair Fitness III, LLC, and LeClair Fitness IV, LLC (collectively, “Defendants”) as a non-exempt fitness instructor and trainer from about October 2014 to on or about July 25, 2020. Prior to March 2019, I was paid on a piece-rate/commission basis. In or around March 2019, I was paid on an hourly basis along with a piece-rate/commission basis.

3. During my employment with Defendants, I was not paid pay minimum, regular, or overtime wages for the time I spent performing work-related tasks before clocking in, after clocking out, or on weekends. The uncompensated work includes, but is not limited to, responding to work messages and emails.

4. Additionally, prior to March 2019, I did not receive minimum, regular, or overtime wages for time spent working for Defendants completing non-productive tasks. In addition, because I did not receive an hourly wage, any duty-free rest breaks were not “paid” breaks.

5. I also believe that I was underpaid overtime and sick pay wages. When I worked overtime and earned non-discretionary incentives during the same workweek, Defendants did not include the additional incentive pay in the calculation of my overtime rate. Similarly, when I earned sick pay and non-discretionary incentives, Defendants paid my sick pay wages at the base rate of pay.

6. Defendants required that I use my personal cell phone for work-related purposes. However, I was not reimbursed for such costs.

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them, regularly communicating with them, and providing them with documents and information. I have continuously been kept apprised of the status of this

1 case.

2 8. I understand that the class claims alleged in this action were brought on behalf of
3 other similarly situated employees, and thus I am acting as a representative for the Class. As the
4 class representative, I understand that it is my responsibility to act in the Class's best interest and
5 not my own. I agree that I will not put my own interests ahead of that of the Class. Moreover, I
6 am not aware of any conflicts that exist between my interest and the interests of the Class that
7 would impair or affect my ability to serve as representative for the Class.

8 9. I have been and continue to be willing to assist in the investigation of this matter
9 as well as make myself available for trial or any further proceeding in this matter as required to
10 represent the interests of the Class. I also understand my duties and responsibilities to the
11 proposed Class and will carry out those duties as necessary.

12 10. I have discussed the terms of the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement Agreement") with my attorneys, and based on the
14 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
15 for the entire Class.

16 11. I am aware in cases like mine, that there is the risk that if I do not win my case,
17 then I could be liable for the fees and costs of Defendant. I accepted that risk in this case, which I
18 understood could be substantial. I also understood that an individual case would have resolved
19 much faster than a class action and involved much less financial risk than a class action.

20 12. I understood that filing this lawsuit is a public record, and I accepted that burden.
21 I further understood that, because this lawsuit is a public record, it could and can adversely affect
22 my ability to obtain employment.

23 13. As part of the settlement, I also agreed to sign a general release of claims and a
24 waiver of Civil Code § 1542.

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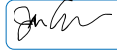
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 23 day of August 2022, at Cameron Park, California.

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6 Jamie Ellsworth