

DIVERSITY LAW GROUP, P.C.  
 Larry W. Lee (State Bar No. 228175)  
[lwlee@diversitylaw.com](mailto:lwlee@diversitylaw.com)  
 Simon L. Yang (State Bar No. 260286)  
[sly@diversitylaw.com](mailto:sly@diversitylaw.com)  
 515 South Figueroa Street, Suite 1250  
 Los Angeles, California 90071  
 Telephone: (213) 488-6555  
 Facsimile: (213) 488-6554

D. LAW, INC.  
 Emil Davtyan (State Bar No. 299363)  
[emil@d.law](mailto:emil@d.law)  
 400 N. Brand Blvd., Suite 700  
 Glendale, California 91203  
 Telephone: (818) 875-2008  
 Facsimile: (818) 722-3974

Attorneys for Plaintiff Walker

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
 Norman B. Blumenthal (State Bar #068687)  
 Kyle R. Nordrehaug (State Bar #205975)  
 Aparajit Bhowmik (State Bar #248066)  
 Nicholas J. De Blouw (State Bar #280922)  
 2255 Calle Clara  
 La Jolla, CA 92037  
 Telephone: (858)551-1223  
 Facsimile: (858) 551-1232  
 Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiffs Pardo, Verduzco, Johnson, and Gansen

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN DIEGO**

CASSANDRA WALKER, FRANCES PARDO,  
 CHRISTIAN VERDUZCO, COLLIN JOHNSON,  
 and HANNAH GANSEN, as private attorneys  
 general,

Plaintiffs,

vs.

FITNESS ALLIANCE, LLC, a California limited  
 liability company; and DOES 1 through 50,  
 inclusive,

Defendants.

Case No. 37-2023-00020191-CU-OE-CTL

[Hon. Joel R. Wohlfeil, Department C-73]

**DECLARATION OF CASSANDRA  
 WALKER IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR APPROVAL OF PAGA  
 SETTLEMENT**

Date: November 7, 2024  
 Time: 9:00 a.m.  
 Department: C-73

1 I, Cassandra Walker, declare as follows:

2 1. I am an individual over the age of 18. I am the named plaintiff in the above-reference  
3 action. I have personal knowledge of the facts set forth below, except as to those matters stated on  
4 information and belief and, as to those matters, I believe them to be true. If called as a witness, I could  
5 testify competently as to the matters stated in this declaration.

6 2. In October of 2022, I began working for Fitness Alliance, LLC as a certified personal  
7 trainer. Until my employment ended in July of 2023, I was paid on an hourly basis as a non-exempt  
8 employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration,  
9 including for example incentives, commissions, and holiday hourly rates. When I worked 3.5 hours in a  
10 workday, I regularly was not provided lawful rest periods. Likewise, when I worked more than 5.0 hours  
11 in a workday, I regularly was not provided lawful meal periods. I also was regularly not provided an  
12 additional hour of regular rate wages for a missed, late, or interrupted meal period or rest period but at  
13 best was paid an additional hour of wages at my base hourly rate of pay. Throughout my employment, I  
14 also accrued and actually used sick leave. When sick leave was used in workweeks that I earned non-  
15 base hourly wages or other non-hourly, non-discretionary remuneration in addition to my base hourly  
16 wages, sick pay wages were paid at my base rate of pay rather than my regular rate of pay. I also was not  
17 paid for all hours actually worked. I also was not reimbursed for cell phone expenses incurred in  
18 connection with my employment.

19 3. I understand that this action is being prosecuted on behalf of the State of California and  
20 that I am acting as a private attorney general. I have taken all necessary steps to represent the interests of  
21 the State, including by providing information and documents to my counsel, discussing the claims and  
22 lawsuit with my counsel, and answering any questions that have come up, including about how I was  
23 paid or what my wage statements show or meant. Since this lawsuit has been pending, I have spent at  
24 least two hours each month, on average, to progress this lawsuit on behalf of the State. I had to be  
25 available to participate in the discovery process as well as the mediation that preceded the settlement.

26 4. I understand that I am responsible to the State with respect to trying the case, appearing  
27 in court, and working with my counsel. I remain willing to devote my time to this lawsuit for the benefit  
28

1 of the State. I do not believe I have any interests that are adverse to the interests of the State. I also am  
2 unaware of any such issues having been raised or presented by anyone else.

3 5. I believe many employees would not sue their employer out of fear. I took on risks by  
4 bringing this lawsuit, and I understand that the State and others will benefit because of the actions that I  
5 have taken. I feel that it is a positive accomplishment, am proud of the result, and believe that the  
6 settlement is fair, adequate, and reasonable.

7 6. I am informed and believe that there are other individual claims that I could have pursued  
8 in litigation. Nonetheless, I am executing a general release of any and all claims, including a waiver of  
9 any rights I have under Civil Code section 1542. I understand the proposed settlement does not require  
10 similar releases of any other employees.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
12 true and correct. Executed on October 11, 2024, at Indio, California.

13 DocuSigned by:  
Cassandra Walker  
30408D9D9E4F44A...

14 Cassandra Walker