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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ANDREW ZUNIGA AND VIVIAN
VELASQUEZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

DESERT AIDS PROJECT, a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: RIC2003219
*[Assigned to Hon. Judge Craig Riemer, Dept
1, for all purposes]*

**DECLARATION OF ANDREW ZUNIGA
IN SUPPORT OF CLASS ACTION
SETTLEMENT**

Hearing

Date: March 30, 2023
Time: 8:30 a.m.
Dept. 1

Complaint filed: August 18, 2020

I, Andrew Zuniga, state and declare:

1. I am the Plaintiff in the in the above captioned action and have personal
knowledge of all matters stated herein and could competently testify thereto.

2. I make this declaration in support of the motion for preliminary approval of the
class action settlement reached in this matter. As discussed herein, I believe that the settlement is
fair and reasonable and constitutes a fair resolution of the claims alleged.

3. I was employed by Defendant from 2014 through March 2020. During my
employment, there were several practices that I believe violated California law. Therefore, once

1 I was terminated by the company, I researched attorneys and contacted Lauby, Mankin & Lauby
2 LLP. Although I did not think I was being paid correctly and that the Defendant was not properly
3 following labor laws, I was unsure if I wanted to bring a lawsuit because of the risk of stepping
4 forward as a whistle blower, since this could jeopardize my livelihood in the industry and make
5 it difficult to find future jobs. Nevertheless, because I did not think that myself or the other
6 employees were being paid correctly for the work we performed, I retained Lauby, Mankin &
7 Lauby LLP to move forward with a case.

8 4. After retaining my attorneys, I understood that I had two options: I could pursue
9 my individual case – including claims for harassment, discrimination, and wrongful termination
10 (as discussed below) – and attempt to maximize my personal recovery, or I could bring a
11 class/representative action and put the interests of the class ahead of my own. The decision of
12 whether to bring my individual claims or to bring a class action put me in a tough spot, because
13 on the one hand, I wanted to hold the company accountable for how they treated me and, on the
14 other hand, I wanted to help other employees that were not paid correctly. And I knew that, if I
15 wanted to bring a class action, I would need to put the interests of the class first to better serve
16 the class. In the end, in the interest of helping all employees that were subjected to the wage
17 violations, I decided to help everyone by bringing a class/representative action.

18 5. Further, when entering into the retainer agreement, I executed a document
19 agreeing to abide by the Duties of a Class Representative as set forth in **Exhibit A**, attached
20 hereto.

21 6. Since first initiating this action, I estimate that I have spent at least fifty (50) hours
22 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways, including
23 helping to explain and discuss the company's practices and their general practices and procedures,
24 locating and analyzing company documents, and communicating with other class members. These
25 efforts occurred through numerous meetings with Class Counsel, telephone conferences, letters,
26 emails, and text communications. I also assisted in preparation for mediation and helped obtain a
27 positive result for the class.

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1 7. I respectfully request that the Court approve the agreed-upon service award. I
2 agreed to set aside my personal interests and to put the interests of the class ahead or on par with
3 my own. In doing so, and by successfully bringing this case as a class action, I helped to obtain a
4 highly beneficial settlement for the class members.

5 8. I also believe that the requested service award is fair and reasonable given that I
6 have faced substantial risks and made numerous sacrifices to obtain this class action settlement.

7 9. For example, filing this lawsuit and being a whistle blower was stressful on a day-
8 to-day basis as I have constantly worried about the risk that this case could impact my ability to
9 find future jobs because Defendant has strong ties in the Palm Springs community and many of
10 the other employers in the area are related to or work with Defendant in some capacity. In fact, I
11 believe that I have already been passed over for other employment due to being involved with
12 this lawsuit.

13 10. Additionally, as a condition of this class action settlement, I was required to
14 compromise on and waive my separate individual claim for harassment, discrimination, and
15 wrongful termination. Notably, I believe that I was harassed, discriminated against, and ultimately
16 terminated without being rehired due to complaining about illegal working conditions. And this
17 termination happened in March 2020, which was terrible timing because it happened right as the
18 COVID-19 pandemic was ramping up, which made unemployment and my financial situation
19 extremely stressful and difficult for my family. In all, I believe that the termination caused me to
20 lose thousands of dollars, not to mention the distress, anxiety, and other emotional damages I
21 suffered.

22 11. Although I wanted to pursue these claims to recover significant lost wages and
23 compensation for pain and suffering, the proposed class action settlement required me to waive
24 all of my claims in order to benefit all of the other employees that were mistreated by Defendant.
25 Ultimately, I agreed to waive my individual claims without a separate individual settlement in
26 exchange for a service award because I believed it was in the best interests of the class members.

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1 12. Therefore, I believe that the requested \$10,000 service award is justified based on
2 the time I spent on the case, the risk and stress I faced, as well as my decision to waive my separate
3 individual claims in order to secure this highly beneficial class action settlement.

4 I declare under the penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on Mar 1, 2023, in Beaumont (city),
6 California.

Andrew A. Zuniga
Andrew A. Zuniga (Mar 1, 2023 17:26 PST)

Andrew Zuniga

EXHIBIT “A”

DUTIES OF CLASS REPRESENTATIVES

1. A class representative represents the interests of all members of his/her class in litigation to recover money damages or to obtain other relief for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or of fact.
3. A class representative always considers the interests of the class just as he/she would consider his/her own interests.
4. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be designed in the best interests of the class as a whole.

I have reviewed and acknowledge my duties as a potential class representative in any potential litigation against Company regarding the matters covered by paragraph 2 of this Agreement.

Dated: June 10, 2020


Andrew A. Zuniga (Jun 10, 2020 12:17 PDT)
Andrew Zuniga

EXHIBIT A