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

ANDREA ZUNIGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COAST PROFESSIONAL, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-9784

[Assigned for all purposes to the Hon. George J.
Abdallah, in Department 10A]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 3, 2025
Time: 9:00 a.m.
Dept.: 10A

1 Plaintiff Andrea Zuniga's ("Plaintiff") and Defendant Coast Professional, Inc.
2 ("Defendant") have entered into the Class Action and PAGA Settlement Agreement (the
3 "Settlement Agreement," "Settlement," or "Agreement") to settle the above-captioned class
4 action subject to the Court's approval. Plaintiff's Motion for Final Approval was filed with the
5 Court on August 12, 2025, and a hearing was held before this Court on September 3, 2025.

6 The Court has read, heard, and considered all the pleadings and documents submitted,
7 and the presentations made in connection with the Motion. Due and adequate notice having been
8 given to the Class, and the Court having reviewed and considered the Settlement Agreement.
9 Plaintiff's Notice of Motion and Motion for Final Approval of Class Action Settlement, the
10 supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the
11 absence of any written objections received regarding the proposed settlement, and having
12 reviewed the record in this action, and good cause appearing therefor, IT IS HEREBY
13 ORDERED, ADJUDGED AND DECREED that

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement Agreement filed in this case.

16 2. The Court has jurisdiction over the subject matter of the litigation, Plaintiff,
17 Defendant, Participating Class Members and Aggrieved Employee.

18 3. The Court finds that the Settlement appears to have been made and entered into in
19 good faith and hereby approves the Settlement.

20 4. There were no Requests for Exclusion submitted by Class Members. Thus, there
21 is a 100% participation rate. "Participating Class Members" means: (i) all current and former
22 non-exempt hourly employees of Defendant in California who earned a non-discretionary
23 incentive payment and were paid overtime wages in the same pay period, at any time during the
24 Class Period¹ (the "Overtime Regular Rate Subclass"); (ii) all current and former nonexempt
25 employees of Defendant in California who earned a non-discretionary incentive payment and
26 were paid a meal or rest period premium in the same pay period, at any time during the Class
27

28 ¹ "Class Period" to mean the period from September 13, 2019 through December 20, 2024.

1 Period (the “Meal/Rest Period Regular Rate Subclass”); and (iii) all current and former hourly
2 non-exempt employees of Defendant in California who received payment of overtime wages, at
3 any time from September 13, 2022 through the end of the Class Period (the “Wage Statement
4 Subclass”).

5 5. “Aggrieved Employees” means a non-exempt hourly paid employee employed by
6 Defendant in the State of California who earned a non-discretionary incentive payment in the
7 same pay period they were paid overtime or a meal/rest period premium during the PAGA
8 Period [September 7, 2022 through December 20, 2024].

9 6. The “Released Parties” means Defendant and all of its present and former parent
10 companies, direct and indirect subsidiaries, members, joint ventures, owners, principals, agents,
11 divisions, and their respective related or affiliated companies, shareholders, officers, directors,
12 employees, agents, members, managers, attorneys, insurers, successors and assigns, and any
13 individual or entity which could be liable for any of the Released Claims, and Defendant’s
14 counsel of record in the Action.

15 7. Plaintiff and Participating Class Members, shall have, by operation of this Final
16 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Released
17 Parties from all Released Class Claims, as defined in the Settlement.

18 8. Plaintiff and Aggrieved Employees, shall have, by operation of this Final Order
19 and Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties
20 from all Released PAGA Claims, as defined in the Settlement.

21 9. The Notice provided to the Class conforms with the requirements of California
22 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
23 circumstances, by providing individual notice to all Class Members who could be identified
24 through reasonable effort, and by providing due and adequate notice of the proceedings and of
25 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
26 due process.

27 10. No Class Members have objected to the terms of the Settlement.

28 11. The Court finds the Gross Settlement Amount and the methodology used to

1 calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement
2 Administrator to pay the Participating Class Members and Aggrieved Employees in accordance
3 with the terms of the Settlement Agreement.

4 12. Defendant shall pay the total Gross Settlement Amount of 265,000 to resolve the
5 Action. No later than fifteen (15) days after the Effective Date, Defendant shall make a one-time
6 deposit of the Gross Settlement Amount into a Qualified Settlement Fund to be established by
7 the Settlement Administrator. Thereafter, compensation to Participating Class Members and
8 Aggrieved Employees shall be disbursed pursuant to the terms of the Settlement.

9 13. From the Gross Settlement Amount, \$25,000.00 shall be paid as PAGA Penalties.
10 Of this amount, \$18,750.00 shall be paid to the California Labor and Workforce Development
11 Agency, representing 75% of the civil penalties awarded under the terms of the Settlement
12 Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor
13 Code section 2698, et seq. The remaining \$6,250.00 shall be distributed to Aggrieved
14 Employees, representing 25% of the civil penalties awarded under the terms of the Settlement
15 Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor
16 Code section 2698, et seq.

17 14. From the Gross Settlement Amount, Plaintiff shall be paid \$7,500.00 as the Class
18 Representative.

19 15. Seventy-five percent of this amount (\$18,750.00, will go to the State of
20 California's LWDA as a beneficiary of this Settlement pursuant to the PAGA, and 25%, or
21 \$6,250.00, will be distributed among Aggrieved Employees on a pro rata basis.

22 16. The Court approves the settlement of the above-captioned action, as set forth in
23 the Settlement Agreement, as fair, just, reasonable, and adequate. The Parties are directed to
24 perform in accordance with the terms set forth in the Settlement Agreement.

25 17. Except as otherwise provided in the Settlement Agreement, the Settling Parties
26 are to bear their own costs and attorneys' fees.

27 18. The Court hereby certifies the following Class for settlement purposes only: (i) all
28 current and former non-exempt hourly employees of Defendant in California who earned a non-

1 discretionary incentive payment and were paid overtime wages in the same pay period, at any
2 time during the Class Period² (the “Overtime Regular Rate Subclass”); (ii) all current and former
3 nonexempt employees of Defendant in California who earned a non-discretionary incentive
4 payment and were paid a meal or rest period premium in the same pay period, at any time during
5 the Class Period (the “Meal/Rest Period Regular Rate Subclass”); and (iii) all current and former
6 hourly non-exempt employees of Defendant in California who received payment of overtime
7 wages, at any time from September 13, 2022 through the end of the Class Period (the “Wage
8 Statement Subclass”).

9 19. With respect to the Class and for purposes of approving the settlement only and
10 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
11 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Class, and there is a well-defined community of interest
13 among Members of the Class with respect to the subject matter of the claims in the Litigation; (c)
14 the claims of Class Representatives are typical of the claims of the members of the Class; (d) the
15 Class Representatives have fairly and adequately protected the interests of the members of the
16 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
17 controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are
18 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and
19 for the Class.

20 20. Defendants shall fund the revised Gross Settlement Amount of \$265,000.00,
21 pursuant to the terms of the Settlement Agreement.

22 21. The Court approves the Individual Settlement Payments and Aggrieved Employee
23 PAGA Payments, which shall be distributed pursuant to the terms of the Settlement Agreement.

24 22. From the Gross Settlement Amount, the Settlement Administrator shall pay (a) to
25 Class Counsel attorneys’ fees in the amount of \$92,750.00 and reimbursement of actual litigation
26

27 _____
28 ² The Agreement defines “Class Period” to mean the period from September 13, 2019 through
December 20, 2024. SA § 1.13.

costs in the amount of \$ _____; (b) a service award to Class Representative to reimburse her for his unique services in the following amount: \$7,500.00; (c) the sum of \$18,750.00 to be paid to the California Labor & Workforce Development Agency for its seventy-five percent (75%) share of PAGA penalties; and (d) \$6,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the settlement administration process. The Court finds that these amounts are fair and reasonable. The Settlement Administrator is directed to make such payments in accordance with the terms of the Settlement Agreement.

23. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

24. The court sets a Final Report Hearing for _____, at 10:00 a.m., to confirm that distribution efforts are fully completed, including the distribution of uncashed class member checks to _____ after 180 days, that the Settlement Administrator's work is complete, and that the court's file thus may be closed.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

HONORABLE GEORGE J. ABDALLAH
SUPERIOR COURT OF CALIFORNIA