

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

APR 03 2025

Filed
STEPHANIE BOHRER, CLERK

By *[Signature]*
DEPUTY

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class and Aggrieved Employees

**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 GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: ~~March 26, 27, 28, 2025~~ or April 2, 3, 2025

Time: 9:00 a.m.

Dept.: 10A

FILE BY FAX

FEB 28 2025

1 Plaintiff Andrea Zuniga's ("Plaintiff") Motion for Preliminary Approval of Class Action
2 Settlement was filed with the Court on February 28, 2025, and a hearing was held before this
3 Court on _____, 2025. Plaintiff and Defendant Coast Professional, Inc. ("Defendant")
4 appeared through their respective counsel of record.

5 The Court has considered the Class Action and PAGA Settlement Agreement
6 ("Agreement" or "Settlement Agreement") and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant (the "Parties") filed herewith. The Settlement Agreement appears to be
10 fair, adequate, and reasonable to the Class.

11 2. The Court hereby conditionally certifies the following class for settlement
12 purposes only: (i) all current and former non-exempt hourly employees of Defendant in
13 California who earned a non-discretionary incentive payment and were paid overtime wages in
14 the same pay period, at any time during the Class Period (September 13, 2019 through
15 December 20, 2024)("Overtime Regular Rate Subclass"); (ii) all current and former nonexempt
16 employees of Defendant in California who earned a non-discretionary incentive payment and
17 were paid a meal or rest period premium in the same pay period, at any time during the Class
18 Period ("Meal/Rest Period Regular Rate Subclass"); and (iii) all current and former hourly non-
19 exempt employees of Defendant in California who received payment of overtime wages, at any
20 time from September 13, 2022 through the end of the Class Period ("Wage Statement
21 Subclass") (collectively, the "Class" or "Class Members").

22 3. Should for whatever reason the Settlement Agreement not become final, the fact
23 that the Parties were willing to stipulate to certification of a class as part of the Settlement
24 Agreement shall have no bearing on, or be admissible in connection with, the Action or the
25 issue of whether a class should be certified in a non-settlement context.

26 4. The Court appoints and designates: (i) Plaintiff Andrea Zuniga as the Class
27 Representative; and (ii) Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and
28 William L. Marder of Polaris Law Group, as Class Counsel. Class Counsel is authorized to act

1 on behalf of the Class with respect to all acts or consents required by, or which may be given,
2 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
3 Settlement Agreement and its terms. Any Class Member may enter an appearance through his
4 or her own counsel at such Class Member's own expense. Any Class Member who does not
5 enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
8 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
9 subject only to any objections that may be raised at the final fairness hearing and final approval
10 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
11 and reasonable as to all potential Class Members when balanced against the probable outcome
12 of further litigation relating to liability and damages issues. It also appears that investigation,
13 research, and court proceedings have been conducted so that counsel for the Parties are able to
14 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
15 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
16 would be presented by the further prosecution of the Action. It also appears that settlement has
17 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

18 6. A Final Fairness and Final Approval Hearing on the question of whether the
19 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
20 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
21 Representative's Enhancement Payment should be finally approved as fair, reasonable, and
22 adequate as to the members of the Class is hereby set for SEPT. 3, 2025 at
23 11:00am in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
26 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
27 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
28 the requirements of due process and shall constitute due and sufficient notice to all parties

1 entitled thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice
4 to Class Members using the procedures set forth in the Settlement Agreement.

5 9. Any Class Member may choose to opt out of and be excluded from the
6 settlement as provided in the Settlement Agreement and Class Notice and by following the
7 instructions to request exclusion. Provided, however, that no Class Member may opt out of or
8 be excluded from participating in the settlement of the released PAGA claims.

9 10. Any person who timely and properly opts out of the settlement will not be bound
10 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt-
11 out request must be in writing and signed by each such Class Member opting out and must
12 otherwise comply with the requirements delineated in the Class Notice. Class Members who
13 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
14 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
15 Judgment.

16 11. Any Class Member may object to the Settlement Agreement or express his or her
17 views regarding the Settlement Agreement, and may present evidence and file briefs or other
18 papers that may be proper and relevant to the issues to be heard and determined by the Court as
19 provided in the Class Notice.

20 12. The Motion for Final Approval shall be filed by the Class Representative no later
21 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

22 13. The Court reserves the right to adjourn or continue the date of the Final Fairness
23 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
24 further notice to the Class, and retains jurisdiction to consider all further applications arising out
25 of or connected with the Class Settlement Agreement.

26 IT IS SO ORDERED.

27 DATED: April 3, 2025

28 
HONORABLE GEORGE J. ABDALLAH
SUPERIOR COURT OF CALIFORNIA