

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

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]

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: September 3, 2025

Time: 9:00 a.m.

Dept.: 10A

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff
4 Andrea Zuniga (“Class Representative” or “Plaintiff”). I have personal knowledge of the facts
5 set forth below and if called to testify I could and would do so competently.

6 **FAIRNESS OF THE SETTLEMENT**

7 2. I am one of the primary attorneys on this matter. The Class Action and PAGA
8 Settlement Agreement (“Agreement” or “Settlement Agreement”) was the product of
9 negotiations between highly able and experienced attorneys on both sides who possessed the
10 relevant data and conducted extensive legal research. I believe that Plaintiff and the Class could
11 prevail at trial. However, I also believe in the fairness of the settlement, given the inherent risks
12 of litigation, including the substantial risks relative to class certification, the costs of pursuing
13 such litigation, and the risks associated with the Court’s discretion to reduce PAGA penalties.
14 Moreover, as Defendant adamantly denies that it should be liable for the full extent of the alleged
15 damages and penalties, there is a possibility that Plaintiff and the Class would be awarded less or
16 recover nothing at trial. Thus, after taking into account sharply disputed legal issues involved in
17 this litigation, the risks associated with further prosecution, delays caused by potential appeals,
18 and the substantial benefits to be received pursuant to the Agreement, I believe that the proposed
19 settlement is fair, reasonable, and adequate and is in the best interests of the Class.

20 3. Following the Parties’ agreement to participate in private mediation, Defendant
21 Coast Professional, Inc. (“Defendant”) agreed to provide relevant payroll data regarding the
22 scope of the class and range of potential damages and penalties at issue, such as: (1) number of
23 putative class members who earned non-discretionary incentives and overtime wages in the
24 same workweek; (2) number of putative class members who earned non-discretionary
25 incentives and meal or rest period premiums in the same workweek; (3) number of putative
26 class members who received wage statements reflecting the payment of overtime wages; (4)
27 number of putative class members who terminated employment; and (5) average hourly rate of
28 putative class members. Defendant also produced the incentive plans applicable to putative

class members.

4. Using the data provided by Defendant, Class Counsel performed a comprehensive damages and penalties analysis. Assuming that Plaintiff succeeded at trial on all class claims, below is a summary of the potential damages and statutory penalties at issue:

Alleged Violation	Damages/Statutory Penalties
Overtime Regular Rate Violation	\$2,929.55
Meal/Rest Period Regular Rate Violation	\$509.98
Waiting Time Penalties	\$120,825.60
Wage Statement Penalties	\$156,400
TOTAL	\$280,665.13

5. Relatedly, assuming that Plaintiff were to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$270,400 in potential liability. However, under the facts of this case, I appreciate the substantial risk that Defendant could present a persuasive argument to reduce the amount of PAGA penalties at trial.

6. Based on the amounts explained above, the total exposure for the class and PAGA claims amount to \$551,065.13 (\$280,665.13 + \$270,400). Thus, Class Counsel entered mediation with a clear understanding of Defendant's maximum exposure.

7. The Gross Settlement Amount is \$265,000, and amounts to approximately 48% of Defendant's maximum exposure.

8. On October 14, 2024, the Parties participated in a full-day mediation with Brandon McKelvey, an experienced wage and hour class action mediator. As a result of the mediation, and after the exchange of further information and extended negotiations following mediation, the Parties reached the present class-wide settlement.

9. I believe that Plaintiff and the Class could prevail at trial. However, in light of the inherent risks of litigation—including the substantial risks related to class certification, the costs of pursuing such litigation, and the Court's discretion to reduce PAGA penalties—I also believe the settlement is fair. Defendant adamantly denies liability for the full extent of the alleged damages and penalties, creating the possibility that Plaintiff and the Class could be

1 awarded less or recover nothing at trial. Considering the sharply disputed legal issues, the risks
2 associated with further prosecution, the delays posed by potential appeals, and the substantial
3 benefits provided under the Agreement, I believe the proposed settlement is fair, reasonable,
4 and adequate, and that it is in the best interests of the Class.

5 **LITIGATION COSTS**

6 10. At the time the Parties negotiated the Settlement Agreement, I did not have a final
7 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
8 that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred
9 costs in the amount of \$11,157.68 litigation related expenses. Attached hereto as **Exhibit A** is a
10 true and correct copy of the cost report.

11 **ATTORNEY EXPERIENCE**

12 11. Class Counsel has a great deal of experience in wage and hour class action
13 litigation. Diversity Law Group has been approved as class counsel in a number of wage and
14 hour class actions and have extensive litigation experience.

15 12. My qualifications are as follows: I was the 2003 recipient of the Spelman
16 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
17 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
18 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
19 University in 2006 and was admitted to the California Bar in December 2006. Following law
20 school, I was an associate at Sonnenschein from September 2006 to May 2009.

21 13. Since 2009, my primary area of practice has been employment litigation. I have
22 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
23 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
24 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
25 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
26 companies in employment litigation in both state and federal courts, as well as before
27 government agencies, including the California Department of Labor. My practice included the
28 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair

1 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
2 also handled a number of wage and hour class actions.

3 14. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
4 handling employment cases. I primarily represent employees.

5 15. I served as the lead associate on a number of wage and hour class actions,
6 including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No.
7 BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior
8 Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County
9 Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court
10 Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case
11 No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara
12 County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a*
13 *Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex,*
14 *Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No.
15 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*,
16 C.D. Cal. Case No. 2:10-cv-05870.

17 16. I have been approved as class counsel in a number of class actions by the Superior
18 Courts of California and United States District Courts, including: *Antonio Becerra-Mata v. PSC*
19 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Andrew*
20 *Vasquez v. Earthbound Farm, LLC*, San Benito County Superior Court Case No. CU-17-00171;
21 *Francisco Pulido v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-
22 18-00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior
23 Court Case No. BC608609; *John Obiols v. Lockheed Martin Corporation*, Santa Clara County
24 Superior Court Case No. 17CV314178; and *Eric Chavez v. Converse, Inc.*, N.D. Cal. Case No.
25 15-cv-03746-NC.

26 17. I also second chaired two jury trials where I represented the prevailing defendant.
27 Both cases involved employees who brought claims against their former employers pursuant to
28 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,

1 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
2 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More
3 recently, I was lead trial counsel on two bench trials, in which the plaintiffs were the prevailing
4 party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara
5 County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California,*
6 *Inc.*, Monterey County Superior Court Case No. 18CV001381.

7 **NOTICE TO LWDA**

8 18. On April 4, 2025, my office uploaded the Court's Order Granting Preliminary
9 Approval to the LWDA's website. The LWDA has not responded or objected to this settlement.

10 19. On August 11, 2025, my office uploaded this Motion and Proposed Order to the
11 LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's
12 judgment and order approving the Settlement Agreement within ten (10) days after entry of
13 judgment or order.

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

16 Executed on August 11, 2025, at Los Angeles, California.

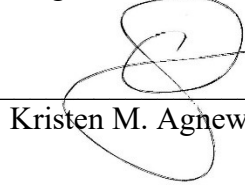
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19 _____
20 Kristen M. Agnew
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EXHIBIT A



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10205
Invoice Date 08/11/2025
Terms Upon Receipt
Due Date 08/11/2025
PO #

Details - Zuniga, Andrea v. Coast Professional, Inc. (26013.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	09/13/2023	Attorney Service	Attorney Service - ComplaintAttorney Service - Complaint	1,752.09
	09/20/2023	Attorney Service	Attorney Service - Complaint Service	105.61
	09/25/2023	Attorney Service	Attorney Service - POS of Summons	166.59
	09/30/2023	Photocopies	PhotocopiesPhotocopies	0.50
	09/30/2023	Postage	PostagePostage	8.53
	11/03/2023	Attorney Service	Attorney Service FACAttorney Service FAC	173.09
	03/15/2024	Attorney Service	Attorney Service - Notice of Change of	152.58
	03/29/2024	Attorney Service	Attorney Service - Joint CMSAttorney Service - Joint CMS	201.75
	05/31/2024	Arbitrators/mediators	Medina McKelvey LLP MediationMedina McKelvey LLP Mediation	3,750.00
	10/31/2024	Arbitrators/mediators	M Resolution MediationM Resolution Mediation	3,750.00
	10/31/2024	Postage	PostagePostage	0.69
	09/07/2023	Court fees	LWDALWDA	75.00
Attorney Service	02/28/2025		ACE - MPA	324.59
Attorney Service	03/11/2025		ACE - Amended Notice of MPA	202.57
Attorney Service	04/07/2025		ACE - NOE	169.09



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10205
Invoice Date 08/11/2025
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Due Date 08/11/2025
PO #

Category	Date	Expense Code	Description	Amount (\$)
Court Fees	08/04/2025		WIP - MFA Fees	325.00
Subtotal:				\$11,157.68
Total:				\$11,157.68