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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 CONNOR TEVENAN
REGARDING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: September 3, 2025

Time: 9:00 a.m.

Dept.: 10A

1 4. On May 19, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On May 19, 2025, Phoenix mailed the Notice via U.S. first class mail to all eighty-
6 seven (87) Class Members on the Class List. A true and correct copy of the mailed Notice is
7 attached hereto as Exhibit A.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.
9 None were returned with a forwarding address.

10 7. As of the date of this declaration, zero (0) Notice remains undeliverable since an
11 updated address could not be obtained via skip trace.

12 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
13 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
14 July 3, 2025.

15 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
16 Objection from Class Members. The deadline for objecting to the Class Settlement was July 3,
17 2025.

18 10. As of the date of this declaration, Phoenix has received zero (0) challenges to Class
19 Pay Periods and/or PAGA Pay Periods from Class Members. The deadline for submitting a dispute
20 was July 3, 2025.

21 11. There are eighty-seven (87) Class Members who did not submit timely and valid
22 Requests for Exclusion and are therefore deemed Participating Class Members, representing 100%
23 of the Class. Participating Class Members have worked a collective total of one thousand seven
24 hundred fifty-three (1,753) Class Pay Periods during the Class Period. Each Class Pay Period is
25 valued at approximately \$69.93.

26 12. The Escalator Clause of the Settlement Agreement indicates if the actual number
27 of Class Pay Periods exceeds one thousand six hundred ninety-six (1,696) by more than 10%, the
28 Gross Settlement Amount will be increased proportionally by the same percentage above 10%.

1 The total number of Class Pay Periods during this period was one thousand seven hundred fifty-
2 three (1,753), which does not exceed the escalator cap of one thousand eight hundred sixty-six
3 (1,866), therefore the escalator was not triggered.

4 13. The Net Settlement Amount of \$122,592.32 available to pay Participating Class
5 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$92,750.00),
6 and Class Counsel costs (\$11,157.68), requested Class Representative Service Payment
7 (\$7,500.00), the PAGA Penalties (\$25,000.00), and the requested Settlement Administration Costs
8 (\$6,000.00) from the Gross Settlement Amount (\$265,000.00).

9 14. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Class Payment to be paid is approximately \$5,105.10, the lowest Individual Class Payment to be
11 paid is approximately \$69.93, while the average Individual Class Payment to be paid is
12 approximately \$1,409.11. Participating Class Members will be issued payment of their Individual
13 Class Payments subject to reduction for the employee's share of taxes and withholdings with
14 respect to the wages portion of the Individual Class Payment.

15 15. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated
16 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
17 \$18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
18 or \$6,250.00, of which shall be paid to Aggrieved Employees. There are seventy-one (71)
19 Aggrieved Employees who worked a total of one thousand one hundred thirty-nine (1,139) PAGA
20 Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
21 approximately \$263.39, and the average Individual PAGA Payment to be paid is approximately
22 \$88.03.

23 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
24 in addition to the Gross Settlement Amount.

25 17. Phoenix's costs associated with the administration of this matter are \$6,000.00.
26 This includes all costs incurred to date, as well as estimated costs involved in completing the
27 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
28 Exhibit B.

1
2 I declare under penalty of perjury of the laws of the State of California that the foregoing is true
3 and correct.

4 Executed this 7th day of August 2025, at Orange, California.

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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Andrea Zuniga v. Coast Professional, Inc.
Superior Court of the State of California, County of San Joaquin
Case No. STK-CV-UOE-2023-9784

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) entitled *Andrea Zuniga v. Coast Professional, Inc.* for alleged wage and hour violations. The Action was filed by a former Coast Professional, Inc. employee (“Plaintiff”) and seeks (1) monetary relief for subclasses of: (i) current and former non-exempt hourly employees of Defendant in California who earned a non-discretionary incentive payment and overtime wages in the same pay period, at any time during the Class Period (“Overtime Regular Rate Subclass”); (ii) current and former hourly non-exempt employees of Defendant in California who earned a non-discretionary incentive payment and a meal or rest period premium in the same pay period, at any time during the Class Period (“Meal/Rest Period Regular Rate Subclass”); and (iii) current and former non-exempt hourly employees of Defendant in California who received payment of overtime wages, at any time from September 13, 2022 through December 20, 2024 (“Wage Statement Subclass”) (any individual in the Regular Rate Subclass, the Meal/Rest Period Regular Rate Subclass, or the Wage Statement Subclass, is a “Class Member”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members during the PAGA Period from September 7, 2022 through December 20, 2024 (“Aggrieved Employees”). For the purposes of this Notice, Coast Professional, Inc. shall be referred to here as the “Company.”

As used herein, “Class Period” means from September 13, 2019 through December 20, 2024.

As used herein, “PAGA Period” means the period from September 7, 2022 through December 20, 2024.

As used herein, 1.12. “Class Pay Period” means any pay period during which a Class Member: (1) earned a non-discretionary incentive payment and overtime in the same monthly earning period, during the Class Period; (2) earned a non-discretionary incentive payment and a meal/rest period premium in the same monthly earning period, during the Class Period; and/or (3) received a wage statement reflecting the payment of overtime wages during the period of September 13, 2022 through the end of the Class Period.

“PAGA Pay Period” means any pay period during which an Aggrieved Employee: (1) earned a non-discretionary incentive payment and overtime in the same monthly earning period, during the PAGA Period; (2) earned a non-discretionary incentive payment and a meal/rest period premium in the same monthly earning period, during the PAGA Period; and/or (3) received a wage statement reflecting the payment of overtime wages during the PAGA Period.

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on the Company’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on the Company’s records showing that **you worked «Total_Pay_Periods» Class Pay Periods** during the Class Period and **you worked «PAGA_Pay_Periods» PAGA Pay Periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period and are a Class Member, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don't have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You can opt-out of the Class Settlement but not the PAGA Settlement. The opt-out deadline is July 3, 2025.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by July 3, 2025.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on September 3, 2025 at 9:00am. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You can challenge the calculation of your pay periods. Written challenges must be submitted by July 3, 2025.	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Class Pay Periods you worked during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Class Pay Periods and PAGA Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 3, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Company employee. The Action accuses the Company of violating California labor laws by underpayment of overtime wages and meal and rest period premiums and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.) ("PAGA").

The Company strongly denies the allegations in the Action and the Company asserts it has properly paid Company employees.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff are correct on the merits of the claims asserted. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$265,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court

grants Final Approval, the Company will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to thirty-five percent (35%) of the Gross Settlement (currently estimated to be \$92,750.00) to Class Counsel for attorneys' fees and up to \$25,000.00 for litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - ii. Up to \$7,500.00 as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$6,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members and Aggrieved Employees. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Pay Periods.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 10% ("Wage Portion") of each Individual Class Payment to taxable wages and 90% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Individual Class and/or Individual PAGA Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than July 3, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the July 3, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- h. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to administer the settlement. The Administrator will also decide Class Member Challenges over Class Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- i. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following applicable releases:

All Participating Class Members in the Overtime Regular Rate Subclass, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or which could have been alleged, in the Operative Complaint for violation of California Labor Code sections 218.5, 510, 558, and 1194 and Business and Professions Code sections 17200, et seq., including associated penalties under Labor Code sections 201, 202, 203, 204 and 226, predicated solely on the miscalculation of the regular rate of pay at any time during the Class Period.

All Participating Class Members in the Meal/Rest Period Regular Rate Subclass, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or which could have been alleged, in the Operative Complaint for violation of California Labor Code sections 226.7 and 512 and Business and Professions Code sections 17200, et seq., including associated penalties under Labor Code sections 201, 202, 203, 204 and 226, predicated solely on the underpayment of meal/rest period premiums due to the miscalculation of the regular rate of pay at any time during the Class Period.

All Participating Class Members in the Wage Statement Subclass, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or which could have been alleged, in the Operative Complaint for violation of California Labor Code section 226 predicated solely on the failure to identify all applicable overtime hourly rates of pay on wage statements issued during the period of September 13, 2022 through the end of the Class Period.

- j. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against the Company predicated on the violation of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197 and 1197.1 that accrued during the PAGA Period, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Pay Periods worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$[#] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until July 3, 2025 to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of pay periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.

- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Andrea Zuniga v. Coast Professional, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by July 3, 2025, or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt-out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award for being Class Representative. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website <https://www.sjcourts.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is July 3, 2025. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Andrea Zuniga v. Coast Professional, Inc.* and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 3, 2025 at 9:00am at the Stockton Courthouse in Department 10A of the San Joaquin Superior Court, located at 180 E Weber Avenue, Stockton, California 95202. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, telephonically, or, at the discretion of the Judicial Officer, virtually via Zoom (<https://www.sjcourts.org/divisions/civil/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website zuniga-v-coast-professional.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://cms.sjcourts.org/fullcourtweb/start.do>) and entering the Case Number for the Action, Case No. STK-CV-UOE-2023-9784. You can also make an appointment to personally review court documents in the Clerk's Office.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for the Settlement Administrator is as follows:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

The addresses for the Parties' Counsel are as follows:

Class Counsel	Defense Counsel
Larry W. Lee Kristen M. Agnew DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 Tel.: (213) 488-6555 Fax: (213) 488-6554 E-Mail: lwlee@diversitylaw.com E-Mail: kagnew@diversitylaw.com William L. Marder POLARIS LAW GROUP 501 San Benito Street, Suite 200 Hollister, California 95023 Tel.: (831) 531-4214 Fax: (831) 634-0333 E-Mail: bill@polarislawgroup.com	Andrea F. Oxman Peter M. Waneis JACKSON LEWIS P.C. 725 S. Figueroa St., Suite 2800 Los Angeles, California 90017 Tel.: (213) 689-0404 Fax: (213) 689-0430 E-Mail: Andrea.Oxman@Jacksonlewis.com E-Mail: Peter.Waneis@Jacksonlewis.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	87
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	87
Subtotal Admin Only	\$7,716.75

TOTAL COSTS	\$6,000.00
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Fixed Fee

August 6, 2025

Case: Magana v. Castlerock Environmental, Inc., et al.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	9	\$17.40
NCOA (USPS)	\$0.15	87	\$13.05
Total			\$770.45

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	87	\$13.05
Notice Packet & Opt-Out Form	\$0.95	87	\$82.65
Estimated Postage (up to 1 oz.)	\$0.60	87	\$52.20
Language Translation	\$0.30	3,261	\$978.30
Total			\$1,441.20

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$0.95	0	\$0.00
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$189.60

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	87	\$87.00
Estimated Postage Checks, W2 and 1099	\$0.50	87	\$43.50
Total			\$1,445.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$7,716.75