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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]

**DECLARATION OF PLAINTIFF ANDREA
ZUNIGA 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, Andrea Zuniga, declare as follows:

2 1. I am an individual over the age of 18. I have personal knowledge of the facts set
3 forth below and if called to testify I could and would do so competently.

4 2. I was employed by Coast Professional, Inc. (the "Company") from November 7,
5 2022 to on or about September 1, 2023, during which time I worked as an exempt salaried
6 Manager of Operations and hourly Senior Consumer Care Representative. From on or about
7 April 21, 2023 to on or about September 1, 2023, I was an hourly, non-exempt employee.

8 3. I filed this lawsuit because I was concerned that I was not paid properly for all my
9 earned wages. During my employment, I earned non-discretionary incentive pay, including, but
10 not limited to, monthly incentives and bonuses. When I earned overtime pay and non-
11 discretionary incentive compensation during the same workweek, the Company did not include
12 the additional incentive(s) in the calculation of the regular rate of pay used to determine my
13 overtime rate. Instead, I was paid overtime at 1.5x my base rate of pay.

14 4. Similarly, during workweeks when I earned meal/rest period premium
15 compensation and non-discretionary incentive wages, the Company paid the meal/rest period
16 premium at my base rate of pay. As a result, I believe that I am owed additional overtime pay
17 and meal/rest period premiums based on the correct, higher regular rate of pay.

18 5. Additionally, due to the underpayment of overtime wages and meal/rest period
19 premiums, my wage statement failed to identify the accurate rates of pay for such wages, as well
20 as the accurate gross and net wages earned. Also, when I received the payment of overtime
21 wages, the corresponding wage statement displayed overtime wages on multiple lines labelled
22 either "Coefficient OT" or "Overtime" rate. I could not use simple math to verify the overtime
23 rate because there is no indication as to which entries should be summed to arrive at the correct
24 overtime rate.

25 6. Before signing the Class Action and PAGA Settlement Agreement ("Agreement"
26 or "Settlement Agreement"), I read the Agreement, and I discussed the terms with my attorneys.
27 I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the
28

1 opportunity to represent the class in this lawsuit and that I was able to recover money through a
2 settlement for the class.

3 7. I understand that the claims alleged in this action were brought on behalf of other
4 similarly situated employees. However, I did not make the decision to file a class action lightly. I
5 was concerned by the attention that a class action lawsuit would attract in the workplace and the
6 reputational harm that may result, including the perception that I am difficult to work with. I was
7 also mindful that filing a class action lawsuit could jeopardize my employment status. Although
8 the lawsuit is justified, a prospective employer might find out that I sued the Company, and there
9 is a risk of facing retaliation and strained relationships with colleagues and supervisors.
10 Nevertheless, I felt that important rights were at stake that hurt everyone, and something ought to
11 be done about it.

12 8. Additionally, I am aware and have been aware from the inception of the case, that
13 there is the risk that if I do not win my case, then I could be liable for the Company's litigation
14 costs. I accepted that risk in this case. I also understood that an individual case would have
15 resolved much faster than a class action and involved much less financial risk than a class action.
16

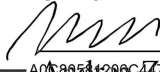
17 9. As a class representative, I understand that it is my responsibility to act in the
18 class's best interest and not my own. I am not aware of any conflicts that exist between my
19 interest and the interests of the class that would impair or affect my ability to serve as
20 representative for the class.

21 10. I have and continue to be willing to assist in the investigation and prosecution of
22 this matter, including making myself available for trial or any further proceeding in this matter as
23 required to represent the interests of the class. Since the onset of this action, I made it a priority
24 to be actively involved because I wanted to do everything I could to represent the class and assist
25 my attorneys in prosecuting this case. I invested a substantial amount of time in this case,
26 including time spent: (1) reviewing the Complaint and PAGA Notice; (2) participating in
27 numerous telephonic meetings with my attorneys and their staff; (3) providing my attorneys with
28 information and documents relevant to the Company's non-discretionary incentive plans; and (4)

reviewing and executing the Settlement Agreement.

11. I respectfully request that the Court approve a Class Representative Service Payment in the amount of \$7,500. I believe this amount is fair compensation for my time and effort on this case, for helping to prosecute this case, and the risks with respect to my future employment. In addition, the settlement requires that I enter into a general release, which I understand is broader than the release that will bind other class members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 7, 2025, at Stockton, California.

Signed by:

 Andrea Zuniga