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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 PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT

Date: March 26, 27, 28, 2025 or April 2, 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. (“Defendant” or the “Company”)
5 from November 7, 2022 to on or about September 1, 2023, during which time I worked as an
6 exempt salaried Manager of Operations and hourly Senior Consumer Care Representative. From
7 on or about April 21, 2023 to on or about September 1, 2023.

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. By filing a class action, I hoped that I might be able to change the Company’s
26 policies to better protect the working conditions of my former co-workers. However, I did not
27 make the decision to file a class action lightly. I was concerned by the attention a publicly filed
28

lawsuit, and especially a class action, would attract. My name would be associated with a lawsuit that I filed against my former employer. I am mindful that prospective employers might find out that I sued the Company, and this could hurt my employability. Nevertheless, I felt that important rights were at stake that hurt everyone, and something ought to be done about it.

7. I understand that this action was brought on behalf of a group of current and former non-exempt employees of the Company who performed work in the State of California. As the proposed class representative, I understand that it is my duty to represent the best interests of the class, know about the lawsuit, help my attorneys, and keep updated on the case. I also understand that it is my responsibility to act in the best interests of the class and not my own. I agree that I will not put my own interests ahead of that of the class, and that I will not settle my wage and hour claims separately or independently from the class.

8. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the class that would impair or affect my ability to serve as representative for the class.

9. I have invested a lot of personal time and energy while this lawsuit has been pending. I had multiple meetings and phone calls with my attorneys regarding my experience, the Company's bonus structure, and developments with the case. I also spent time looking for documents, such as employee handbooks, incentive plans, and wage statements. I made it a priority to be actively involved because I wanted to do everything I could to assist my attorneys in prosecuting this case.

10. I have and continue to be willing to assist in the investigation of this matter, including meeting and discussing the case with my attorneys, providing any necessary information and documents, making myself available for trial or any further proceedings in this matter as required to represent the interests of the class.

11. I have reviewed the Class Action and PAGA Settlement Agreement ("Agreement") and discussed its terms with my attorneys, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for the

entire class.

12. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that I have taken. I believe that the settlement is fair, adequate, and reasonable.

13. I respectfully request that the Court award the requested \$7,500, Class Representative Service Payment. 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 Agreement 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 February 20, 2025, at Stockton, California.

Signed by: 
Andrea Zuniga