

FILED

JAN 31 2017

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

1 David S. Harris (SBN 215224)
2 NORTH BAY LAW GROUP
3 116 E. Blithedale Avenue, Suite 2
4 Mill Valley, California 94941
5 Telephone: 415.388.8788
6 Facsimile: 415.388.8770
7 dsh@northbaylawgroup.com

8 Abigail Zelenski (SBN 228610)
9 David Zelenski (SBN 231768)
10 JAURIGUE LAW GROUP
11 114 N. Brand Boulevard, Suite 200
12 Glendale, California 91203
13 Telephone: 818.630.7280
14 Facsimile: 888.879.1697
15 abigail@jlglawyers.com
16 david@jlglawyers.com

17 *Attorneys for Plaintiff Martin Coletti*

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF MARIN

20 MARTIN COLETTI, individually and on
21 behalf of all others similarly situated,

22 Plaintiffs,

23 v.

24 NUGGET MARKET INC., a California
25 corporation, and DOE 1 through and
26 including DOE 100,

27 Defendants.

Case No. CIV1600425

**DECLARATION OF MARTIN COLETTI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS-ACTION
SETTLEMENT**

Date: March 3, 2017
Time: 1:30 P.M.
Courtroom: Department E

1 Martin Coletti declares under penalty of perjury as follows:

2 1. I make this Declaration in Support of Plaintiff's Motion for Conditional Class
3 Certification and Preliminary Approval of Class Action Settlement. If sworn as a witness, I could
4 competently testify to each and every fact set forth herein from my own personal knowledge.

5 2. I worked for Defendant Nugget Market Inc. ("Nugget") as a Point-Of-Sale Clerk at its
6 grocery store in Tiburon, California from April 2015 to June 2015. I was a non-exempt, hourly
7 employee. In my capacity as a Point-Of-Sale Clerk, sometimes my work shift would start as early as
8 4:00 A.M. I would generally work approximately 8 hours per day, but in certain instances I was required
9 to work overtime, or more than eight hours in a day. On days that I worked very early in the morning,
10 Nugget would pay me an additional 25 cents per hour for the early hours of my shift. In those instances
11 when I worked overtime hours, however, Nugget did not calculate my regular rate correctly and instead
12 only paid my overtime based on one-and-one-half times my normal hourly rate (it did not include my 25
13 cent per hour shift differential rate in the calculation of my overtime rate). Additionally, I was not
14 always provided with a 10-minute paid rest break for every four hours worked. Furthermore, I was not
15 always provided with a timely 30-minute meal break that started within the first five hours of my work
16 day. Finally, I was provided with paystubs from Nugget that did not include all of the information that is
17 required to be listed on a paystub pursuant to the California Labor Code, including the legal name and
18 address of my employer.

19 3. In connection with this lawsuit, I feel as though I am a good representative of others who
20 have worked for Nugget. I have spent a great deal of time being educated on the relevant employment
21 laws, as well as being educated regarding issues related to acting as a class representative in a class
22 action lawsuit. My main concern is that all employees be treated fairly. As a class representative, if
23 preliminary approval of a class settlement is achieved, I understand that I will continue to act as a
24 representative of other, unnamed class members and that, as such a representative, I owe a duty of good
25 faith to the unnamed class members and I will not act just in my own self-interest. I believe I am
26 similarly situated with the potential members of the class in that, like me: (a) the potential members of
27 the class were employed by Nugget as hourly employees in grocery stores in California; (b) the potential
28 members of the class were not all routinely provided with timely and proper 10-minute rest breaks

1 and/or 30-minute meal periods; (c) the potential members of the class were not provided with overtime
2 payments based on the proper regular rate of pay, (d) the potential class members similarly received
3 paystubs that did not include all of the information required by the California Labor Code, and (e) as a
4 result of Nugget's employment practices, the potential class members have been damaged in that they
5 have not received timely payment in full of all earned wages.

6 4. My interest in prosecuting the lawsuit is to secure compensation for all of the members of
7 the class on account of Nugget's failure to comply with California labor laws. I have not been promised
8 any special monetary reward or treatment for acting as a class representative. I have no interest adverse
9 to the members of the class as a whole and I believe that my individual claims are typical of the claims
10 of the members of the class as a whole.

11 5. I first began speaking with my attorneys in summer of 2015. To this end, I met in person
12 with my attorneys in July 2015 to being discussing my potential claims and the case. At the request of
13 counsel, I searched my personal files and provided my attorneys with all of the documentation and
14 information that I had in my possession that was potentially relevant to the case and my claims. With
15 the assistance of my attorneys, I was educated on the requirements of the California Labor Code
16 regarding the provision of overtime compensation, meal and rest breaks, as well as the information that
17 an employer is required to provide to its employees on their paystubs.

18 6. I have taken a very active role in this litigation by conferring with counsel and assisting
19 in gathering information for the prosecution of the lawsuit. Additionally, I actively participated in a
20 mediation session in offices in downtown San Francisco. To that end, I have reviewed the settlement
21 agreement and believe that the terms are fair, adequate, and reasonable to the class. I understand that
22 my fiduciary obligations to the class will continue until all settlement procedures are concluded and the
23 settlement funds are distributed to the class members. I intend to continue to take an active part in the
24 litigation and to continue to participate in settlement procedures. I understand that my fiduciary
25 obligations to the class will continue until all trial and/or settlement procedures are concluded and the
26 settlement funds are distributed to the class members.

27 7. I have spent a tremendous amount of time assisting in the prosecution of the claims in
28 this action. Whenever my attorneys needed any information, I always made myself available. Indeed, I

1 have worked hard to provide my attorneys with documents, information and feedback that assisted in
2 prosecuting, and eventually settling, the claims that are the subject of this proposed settlement. As a
3 result of asserting the claims that I did in this action, in addition to obtaining a monetary settlement for
4 my co-workers, I understand that Nugget has also changed their corporate practices regarding the
5 provision of information on their paystubs, as well as changed the way in which they calculate the
6 regular rate of pay for purposes of paying overtime compensation to employees.

7 8. I have read the foregoing and the facts set forth herein and they are true and correct of my
8 own personal knowledge.

9
10 Executed on January 25, 2017, in Marin County, California.

11
12 
13 Martin Coletti
14 Martin Coletti

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, J. Michael Solano, am over the age of eighteen years, and not a party to the within action. My business address is North Bay Law Group, 116 E. Blithedale Avenue, Suite 2, Mill Valley, California 94941.

On January 30, 2017, I, J. Michael Solano, served the within document(s):

**DECLARATION OF MARTIN COLETTI IN SUPPORT OF PLAINTIFF'S MOTION FOR
CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT**

I caused such document to be delivered by regular mail:

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

Thomas McInerney
Carolyn B. Hall
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Steuart Tower, One Market Plaza,
Suite 1300
San Francisco, CA 94105

I declare under penalty of perjury that the above is true and correct.

Executed on January 30, 2017, at Mill Valley, California.



J. Michael Solano