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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

NATALI GODINEZ ZUNIGA, individually, and
on behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act,

Plaintiff,

vs.

CROWN DODGE, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 2023CUOE017631

Honorable Charmaine H. Buehner
Department 44

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Date: October 7, 2026
Time: 1:30 P.M.
Department: 44

Complaint Filed: December 11, 2023
Trial Date: None Set

1 This matter originally came before the Honorable Charmaine H. Buehner in Department 44 of the
2 Superior Court of the State of California, for the County of Ventura, on July 1, 2026 at 1:30 p.m., but was
3 continued to and heard again on August 26, 2026, and then again on October 7, 2026, at 1:30 p.m., on
4 Plaintiff Natali Godinez Zuniga's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal.
5 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General
6 Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Sweeny Law,
7 PC and Lawyers *for* Justice, PC appeared for Plaintiff and Cruser, Mitchell, Novitz, Sanchez, Gaston &
8 Zimet LLP, appeared for Defendant Crown Dodge ("Defendant").

9 On or around April 24, 2026, Plaintiff and Defendant (together, the "Parties") executed the Private
10 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
11 "Agreement"). On or around September 24, 2026, the Parties executed an Addendum to the Settlement
12 Agreement, modifying the disposition of uncashed funds to a *cy pres* beneficiary, the Greg E. Knoll
13 Justice Gap Fund.

14 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
15 Declarations of Plaintiff's Counsel Charles T. Sweeny and Brian J. St. John and Plaintiff Natali Godinez
16 Zuniga, (3) the Settlement Agreement, (4) Plaintiff's Supplemental Brief in Further Support of Motion for
17 Approval of the Settlement and the supporting declarations of Charles T. Sweeny and Dan Wallis, and (5)
18 Plaintiff's Second Supplemental Brief in Further Support of Motion for Approval of the Settlement and the
19 supporting Second Supplemental Declaration of Charles T. Sweeny and Amended Declaration of Dan
20 Wallis.

21 Having duly considered the Parties' papers and oral argument, and good cause appearing,

22 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 23 1. The Motion for Approval of Settlement is granted.
- 24 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 25 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
26 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
27 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
28 specific provisions of the California Labor Code alleged to have been violated, including, and not limited

1 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
2 2699.3(a).

3 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
4 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
5 appear in the above-captioned action (the “Action”).

6 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
7 All current and former hourly-paid or non-exempt employees employed by Defendant within the
8 State of California at any time during the PAGA Period (“Aggrieved Employee(s)").

9 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount (\$235,000.00) less the approved Attorneys’ Fees and Costs
15 to Sweeny Law, PC and Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff,
16 and Settlement Administration Costs to Simpluris (the “PAGA Settlement Administrator”). Seventy-five
17 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and
18 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
19 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

20 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
21 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
22 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
23 with, this Order and Judgment and the Settlement Agreement.

24 9. The Court approves the payment of \$94,000.00 to Plaintiff’s Counsel for attorneys’ fees.
25 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
26 Order and Judgment and the Settlement Agreement.

27 10. The Court approves the payment of \$13,969.32 to Plaintiff’s Counsel for reimbursement of
28 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff for her General Release
2 Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
3 this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment of up to \$6,000.00 to Simpluris for the Settlement
5 Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed
6 in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
13 Settlement Share(s)").

14 15. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant
15 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
16 this Order and Judgment and the Settlement Agreement.

17 16. Defendant shall pay the Total Settlement Amount of \$235,000.00 in twelve monthly
18 installments (i.e., \$19,583.33) in accordance with this Order and Judgment and the Settlement Agreement,
19 starting the month in which this Order is entered. No later than fourteen (14) calendar days after the date of
20 this Order and Judgment, Defendant shall deposit the first installment of the Total Settlement Amount (i.e.,
21 \$19,583.33) into a qualified settlement account established by the PAGA Settlement Administrator for
22 administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

23 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and
24 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute
25 the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to Aggrieved
26 Employees (“PAGA Settlement Package”), the General Release Fee to Plaintiff, the Settlement
27 Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved
28 Employees, the Attorneys’ Fees and Costs, unless instructed otherwise by Plaintiff’s Counsel, as provided

for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted by the PAGA Settlement Administrator to the Greg E. Knoll Justice Gap Fund in the amount of any cancelled Individual Settlement Share check(s).¹

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

20. “Released Parties” means Defendant, including Defendant’s parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors, owners, managers and each of their respective agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, that were pled or could have been pled, based on the factual allegations pled in the PAGA Notice or in the Operative Complaint, and any amendments thereto, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,

¹ This modifies the Settlement Agreement, at Paragraph 7(c)(4), under which the Parties had originally agreed that uncashed checks would be sent to the State Controller’s Office Unclaimed Property Division.

1 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders
2 4-2001, 7-2001, and 9-2001.

3 22. "PAGA Period" means the period from October 3, 2022 to September 11, 2023.

4 23. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
6 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

7 24. The Court will retain jurisdiction to enforce the Settlement pursuant to Code of Civil
8 Procedure section 664.6.

9 25. A Final Accounting and Compliance Hearing is scheduled for _____, 2027
10 at _____ in Department 44 of the above-captioned Court and the final report regarding the disbursement
11 of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in advance of the
12 hearing.

13
14
15 Date: _____

Honorable Charmaine H. Buehner
Judge of the Superior Court of Ventura County

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Natali Godinez Zuniga v. Crown Dodge*, Ventura County Superior Court Case No. 2023CUOE017631.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Natali Godinez Zuniga v. Crown Dodge*, Ventura County Superior Court Case No. 2023CUOE017631 (“Action”).

The lawsuit was filed on December 11, 2023 by Natali Godinez Zuniga (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on October 3, 2023 Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-985319-23 (the “PAGA Notice”);

A settlement was reached between Plaintiff and Defendant Crown Dodge (“Defendant”). In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies with all applicable wage and hour laws and that it has reached a settlement in order to avoid the cost, time, and uncertainty of continued litigation.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period October 3, 2022 through September 11, 2025 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors, owners, managers, and each of their respective agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, that were pled or could have been pled, based on the factual allegations pled in the PAGA Notice or in the Operative Complaint, and any amendments thereto, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the Greg E. Knoll Justice Gap Fund in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]** or via email at **[insert email address]**.