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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT**

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

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

1 This matter has come before the Honorable Charmaine H. Buehner in Department 44 of the Superior
2 Court of the State of California, for the County of Ventura, on July 1, 2026 at 1:30 P.M., on Plaintiff Natali
3 Godinez Zuniga’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Sweeny Law, PC and Lawyers *for*
6 Justice, PC appeared for Plaintiff and Cruser, Mitchell, Novitz, Sanchez, Gaston & Zimet LLP, appeared
7 for Defendant Crown Dodge (“Defendant”).

8 On or around April 24, 2026, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Charles T. Sweeny and Brian J. St. John and Plaintiff Natali Godinez
13 Zuniga, and (3) the Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).

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

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

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

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

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

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

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

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

28 12. The Court approves payment up to the amount of up to \$6,000.00 to Simpluris for the
Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be

1 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

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

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

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

25 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
26 for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks
27 shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s Office
28 Unclaimed Property Division, in the name of the Aggrieved Employee whose check is cancelled and in the

1 amount of his or her respective Individual Settlement Share(s).

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

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

12 21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
13 penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor
14 Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, that were
15 pled or could have been pled, based on the factual allegations pled in the PAGA Notice or in the Operative
16 Complaint, and any amendments thereto, including but not limited to, for failure to pay minimum, regular,
17 and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant
18 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay
19 wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain
20 complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and
21 for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
22 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders
23 4-2001, 7-2001, and 9-2001.

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

25 23. No individualized notice of this Order and Judgment is required to be provided to the
26 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
27 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
28

1 24. The Court will retain jurisdiction to enforce the Settlement pursuant to Civil Procedure Code
2 section 664.6

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

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8
9 Date: _____

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

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

EXHIBIT A – COVER LETTER

will be transmitted to the State Controller's Office Unclaimed Property Division in your name and 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]**.