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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 **DECLARATION OF CHARLES T. SWEENY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT** Hearing Date: July 1, 2026 Hearing Time: 1:30 P.M. Department: 44 Complaint Filed: December 11, 2023 Trial Date: None Set

DECLARATION OF CHARLES T. SWEENY

I, Charles T. Sweeny**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Sweeny Law, PC, who, along with Lawyers *for* Justice, PC, are attorneys of record for Plaintiff Natali Godinez Zuniga ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto. The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto. Some of the facts described herein, for example, occurred prior to my law firm's association into this case, and my statements regarding those facts are thus based on the case file (which included documents that were made in the regular course of business and which my law firm has a duty to maintain in true and correct form in the regular course of business) and/or documents that are a matter of public record.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. I am the managing attorney of Sweeny Law, PC. I graduated from the University of San Francisco School of Law in May 2018 with a Juris Doctor degree. Prior to that, I graduated from Loyola Marymount University with a Bachelor of Arts degree. From approximately June 2017 through August 2017, I served as a judicial intern to the Honorable Cathy L. Waldor of the United States District Court for the District of New Jersey. I am admitted to practice law before all courts of the State of California. I am also admitted to practice in the Northern, Central, and Eastern United States District Courts in California, as well as the United States District Court for the District of Columbia.

3. From September 2018 to approximately July 2020, I worked for the law firm Saveri & Saveri, Inc. in San Francisco, California, first as a law clerk and after passing the July 2018 bar exam, as an Associate Attorney. My practice at Saveri & Saveri was exclusively complex class actions and derivative securities actions. I played an integral role in researching, writing, and collecting evidence to successfully oppose dispositive motions in nationwide representative actions, including an opposition to a motion for summary judgment in *In Re*

Domestic Airline Travel Antitrust Litigation, MDL Docket No. 2656, Misc. No. 15-1404 (CKK), an antitrust case in which, as of today's date, two of the four alleged conspirator airlines have agreed to settle for a total of 60 million dollars.

4. From August 2020 to May 2024, I was a Lead Litigation Attorney for the Law Firm Lawyers for Justice, PC. My practice at Lawyers for Justice, PC focused on complex and contentious litigation in class actions and representative Private Attorneys General Act ("PAGA") cases involving violations of the California Labor Code. During a relatively short time, I led a litigation team at Lawyers for Justice, PC that recovered millions of dollars on behalf of thousands of California employees.

5. As of today's date, I have taken and defended dozens of depositions, have briefed well over 100 motions, many of which required several rounds of briefing, and the vast majority of which I argued. These motions include contested motions for class certification, motions to compel discovery, motions to compel arbitration, demurrers, motions for summary judgement, motions for summary adjudication, *ex parte* applications for various relief, motions to remand, motions for reconsideration, petitions for coordination, and motions for consolidation, among many others. I have also briefed several appeals, none of which I have lost, either because the Courts of Appeal decided in my favor or because settlement was reached prior to a decision. I have litigated close to 300 putative class and/or representative actions under the California PAGA. This includes working to obtain class certification through contested motion practice, as well as working with co-counsel preparing for trial and handling appeals in a certified class action with a class of over 2,000 individuals.

6. I have been appointed class counsel by way of contested motion for class certification. I have also been appointed class counsel by way of stipulation. Additionally, I have led litigation efforts for at least 70 putative representative wage and hour cases that settled on a class wide or statewide basis

THE LAWSUIT

7. Based on investigation and facts ascertained from the case file, Defendant Crown Dodge is a full-service Christler, Dodge, Jeep, and Ram dealership, service center, and parts

supplier located in Ventura, California. Plaintiff Natali Godinez Zuniga is one of Defendant's former employees.

8. Prior to commencing this lawsuit, on October 3, 2023, as required by California Labor Code section 2699.3, Plaintiff provided the LWDA and Defendant with written notice of her intent to assert a claim for civil penalties under PAGA and the basis for the claim, to which the LWDA did not respond ("PAGA Notice"). A true and correct copy of Plaintiff's October 3, 2023 PAGA Notice is attached hereto as "**EXHIBIT 2**."

9. On December 11, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") against Defendant in the Ventura County Superior Court ("Court"), Case No. 2023CUOE017631 (the "Action"). Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

10. On March 8, 2024, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

11. On February 26, 2024, Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of Defendant's person(s) most knowledgeable regarding Defendant's document retention practices, organizational structure, and wage and hour practices (along with requests for production of documents).

12. The Parties subsequently began informal efforts to resolve the action, and, after, Sweeny Law, PC associated in as Plaintiff's co-counsel on August 16, 2024, agreed to attend private mediation to try to resolve the case and to pursue informal discovery only. Mediation was originally scheduled to take place on March 5, 2025, thereafter continued to March 26, 2025, and then thereafter continued to June 13, 2025. Meanwhile, given these continuances that were at the insistence of Defendant, Plaintiff lost hope that mediation would be fruitful and refocused efforts on formal discovery. Defendant served formal responses on March 10, 2025, and meet and confer efforts commenced. After meet and confer efforts stalled, on June 12, 2025, Plaintiff noticed a consolidated motion to compel further responses to four sets of written discovery ("Consolidated Discovery Motion").

13. On June 13, 2025, the Parties participated in a full-day mediation conducted by James "JJ" Johnston, Esq. a mediator that is highly regarded among complex labor and employment practitioners. The Action did not settle at mediation, but the Parties continued to engage in extensive post-mediation settlement discussions directly and through the mediator. Ultimately, the Parties reached the Settlement described herein with substantial assistance of the mediator and executed a Memorandum of Understanding on February 12, 2026. That same day, Plaintiff's counsel circulated a long-form settlement agreement that was thereafter negotiated for several weeks before being fully executed on April 24, 2026.

14. Plaintiff now moves for an order granting approval of the Settlement pursuant to California Labor Code section 2699(l)(2). The Settlement Agreement and moving and supporting papers for this motion are being submitted to the LWDA in conformity with California Labor Code section 2699(l)(2), concurrently with this filing.

THE SETTLEMENT REACHED IN THE ACTION

15. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Natali Godinez Zuniga, for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Crown Dodge ("Defendant"). The parties have also drafted and

agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

16. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Release Period ("Aggrieved Employees"). The "PAGA Period" means the period between October 3, 2022 to September 11, 2025. Based on information provided by Defendant, there were approximately Two Hundred Thirty (230) Aggrieved Employees who have worked approximately Seven Thousand (7,000) Compensable Pay Periods at the time of mediation, and Seven Thousand Seven Hundred Sixty-Three (7,763) Compensable Pay Periods through September 11, 2025.

17. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff that was dated October 3, 2023 ("PAGA Notice"). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice, a true and correct copy of which is attached hereto as "EXHIBIT 2."

18. Defendant has agreed to pay the gross amount of Two Hundred Thirty-Five Thousand Dollars and Zero Cents ($235,000.00) ("Total Settlement Amount"), subject to possible increase under Section 3(a)(5) of the Settlement Agreement, to settle this matter. Defendant will pay the Total Settlement Amount in 12 equal monthly installments (i.e.

$19,583.33) over a twelve-month period to a qualified settlement account established by the PAGA Settlement Administrator, beginning with the first monthly installment transmitted within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of $94,000.00 for attorneys' fees and up to $15,000.00 for reimbursement of litigation costs and expenses to Sweeny Law, PC and Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of $7,500.00 each to Plaintiff; and (3) Settlement Administration Costs of up to $10,000.00 to the PAGA Settlement Administrator. However, Plaintiff's Counsel only incurred and are therefore seeking reimbursement of a total of $13,969.32 in litigation costs, and the PAGA Settlement Administrator has agreed to cap its costs at $6,000.00. Assuming that these requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $113,530.68. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $85,148.01 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be $28,382.67 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Simpluris ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $6,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

19. The effectiveness of Plaintiff's Counsel, Sweeny Law, PC and Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff,

Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

20. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on June 13, 2023 and post-mediation negotiations, conducted by JJ Johnston, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and post-settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

21. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of extensive information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Sets One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), reviewed Defendant's objections and responses and supplemental objections and responses thereto, and served notices of depositions of Defendant's Person Most Knowledgeable

designees regarding organizational structure, wage and hour practices, and affirmative defenses, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, he employment records of Plaintiff, a 20% time and pay data sampling for PAGA Members, and Defendant's Handbook, Commission Agreements, standalone wage and hour policies, operations and employment practices, policies, and procedures, among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to the Consolidated Discovery Motion and settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees and reviewing Defendant's objections and responses thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to off-the-clock theory, on-call and reporting time theories, meal and rest periods, meal break waivers, regular rate noncompliance, expense reimbursements, noncompliant wages statements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, Plaintiff's claims, and Defendant's defenses, as well as facts discovered, among other things.

22. Based on investigation and information discovered, Plaintiff's Counsel believe that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believe that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also

recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

23. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

24. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

25. Even if Defendant failed on its defenses, Plaintiff would inevitably face challenges in court. Defendant challenged Plaintiff's standing as an aggrieved employee and denied that

any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

26. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of extensive data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator JJ Johnston, Esq., who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have

concluded as litigation continued, at trial, and/or upon appeal.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

27. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $94,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that Plaintiff's Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel have turned down in order to devote their time and efforts to this case.

28. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel have performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Sweeny Law, PC has spent a total of **91.5 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart of Charles T. Sweeny that sets forth in detail the nature of the legal services provided by myself at Sweeny Law, PC and the time incurred in performing those services.

29. I believe my billing rate of $750 per hour is reasonable and commensurate with my individual background, training, and experience in litigating complex wage-and-hour class and PAGA representative actions. The work I performed in this matter, the background of Sweeny Law, PC, as well as my individual background, training, and experience, as outlined in paragraphs 2-6 *supra*, support an hourly rate of $750 per hour for work performed by Sweeny Law, PC.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

30. The Settlement provides for reimbursement of litigation costs and expenses of up to $25,000.00. Plaintiff's Counsel seeks only reimbursement of the maximum amount allocated under the Settlement $13,969.32 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached to the Declaration of Brian J. St. John." It should be noted that Plaintiff's Counsel have borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of -$11,030.68 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF

31. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the total amount of $7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Shares she will receive as an Aggrieved Employee for her share of the Net Settlement Amount.

32. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair,

reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 4th day of June, 2026, at Los Angeles, California.

____

Charles T. Sweeny

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Natali Godinez Zuniga ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Crown Dodge ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately November 2022 to approximately December 2022;

(b) On October 3, 2023, Plaintiff's Counsel submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's 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");

(c) On December 11, 2023, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Natali Godinez Zuniga v. Crown Dodge*, Ventura County Superior Court Case No. 2023CUOE017631 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On June 13, 2025, the Parties mediated the Action with James "JJ" Johnston, and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice and Defendant expressly denies any and all wrongdoing but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing**. The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive

order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Hundred Thirty-Five Thousand Dollars and Zero Cents ($235,000.00) (the "Total Settlement Amount") which includes the Attorneys' Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for an award out of the Total Settlement Amount of attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Ninety Four Thousand Dollars and Zero Cents ($94,000.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty Five Thousand Dollars and Zero Cents ($25,000.00) (collectively, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all costs that Plaintiff's Counsel has incurred or will incur.

(2) For a general release of all claims Plaintiff may have against Defendant, Defendant agrees not to oppose any application or motion by Plaintiff's Counsel for up to the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("General Release Fee") to be paid to Plaintiff out of the Total Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") to be paid to a mutually agreed-upon Settlement Administrator (the "PAGA Settlement Administrator") out of the Total Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount." For the sake of clarity, in the event the amounts stated in Sections 3(a)(1) – 3(a)(3) are modified in response to this Court's requests, the Total Settlement Amount paid by Defendant shall not under any circumstance increase; the only potential increase in the Total Settlement Amount will be as a result of the Escalator Clause in Section 3(a)(5) below.

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent

(25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as 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 (the "Aggrieved Employees"). The period October 3, 2022 through September 11, 2025 is the "PAGA Period". The Aggrieved Employees are estimated to consist of approximately 230 individuals who worked approximately 7,000 Compensable Pay Periods as of the date of mediation, and 7,763 Compensable Pay Periods through September 11, 2025. If the actual number of Compensable Pay Periods during the PAGA Period is more than five percent (5%) above 7,763, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 8,152 Compensable Pay Periods (hereafter the "Escalator Clause"). However, if this Escalator Clause is triggered, Defendant may choose to end the PAGA period on the date that the increase beyond 8,152 Compensable Pay Periods is triggered. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **<u>Court Approval is Required</u>**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **<u>Disbursal of Settlement Funds</u>**.

(a) Subject to Section 4 above and Section 7 below, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above in equal monthly installments over a twelve month period, starting the month in which the Court enters an order approving this Settlement Agreement, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) fourteen (14) calendar days have passed following the Court entering an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **<u>Approval and Implementation of the PAGA Settlement</u>**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Martin S. Gattas of Cruser, Mitchell, Novitz, Sanchez, Gaston & Simet LLP ("Defendant's Counsel") for review and approval prior to filing. If necessary, Defendant will provide a declaration regarding Defendant's financial condition to obtain approval of this Settlement Agreement.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Defendant will pay the Total Settlement Amount in 12 equal monthly installments (i.e. $19,583.33) over a twelve-month period, starting the month in which this Court enters an order for final approval of this Settlement Agreement. Subject to Court approval of this Settlement Agreement, payment of the sums described herein shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, beginning with the first monthly installment transmitted within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the hire and separation dates of each Aggrieved Employee. The PAGA Settlement Administrator will calculate the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount (i.e. after all 12 monthly installments are transmitted), the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement 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 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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, 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 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of the third-party mediator, James "JJ" Johnston. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

Signature Pages to Follow:

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Apr 24, 2026

Natali Godinez Zuniga
Natali Godinez Zuniga (Apr 24, 2026 08:49:13 PDT)

Natali Godinez Zuniga
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: Apr 30, 2026

Dan Wallis
Dan Wallis (Apr 30, 2026 14:59:49 PDT)

Crown Dodge
By: Dan Wallis
Its: COO

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 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].

EXHIBIT 2

October 3, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***CROWN DODGE***

Dear Representative:

We have been retained to represent Natalie Godinez Zuniga against Crown Dodge (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Crown Dodge") for violations of California wage-and-hour laws. Ms. Zuniga seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Zuniga seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Crown Dodge employed Ms. Zuniga as an hourly-paid, non-exempt employee from approximately November 2022 to approximately December 2022, in the State of California.

The "aggrieved employees" that Ms. Zuniga may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Crown Dodge has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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.

Crown Dodge required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included but was not limited to responding to work-related inquiries and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Zuniga and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Zuniga and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Crown Dodge required Ms. Zuniga and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Crown Dodge failed to pay Ms. Zuniga and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Crown Dodge failed to pay Ms. Zuniga and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Crown Dodge did not provide Ms. Zuniga and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Crown Dodge were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Zuniga and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Plaintiff's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Zuniga and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Zuniga and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Zuniga and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Zuniga and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Crown Dodge failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Zuniga and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Crown Dodge failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Crown Dodge did not provide Ms. Zuniga and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Crown Dodge failed to pay Ms. Zuniga and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Zuniga and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Crown Dodge failed to pay Ms. Zuniga and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Zuniga and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Zuniga and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Crown Dodge. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of supplies.

Therefore, on behalf of all aggrieved employees, Ms. Zuniga seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Crown Dodge
c/o Dan S. Wallis
Agent for Service of Process
6300 King Dr.
Ventura, CA 93003

LS

LAWYERS FOR JUSTICE PC

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

PITNEY BOWES
$8.77 0
US POSTAGE IMI
FIRST-CLASS
026W0004897450
2000152203
ZIP 91203
OCT 03 2023

Crown Dodge
c/o Dan S. Wallis
Agent for Service of Process
6300 King Dr.
Ventura, CA 93003

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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7021 2720 0000 9839 1137

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6300 King Dr.
Ventura, CA 93003

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Sen
PAGA Notice
Stre
Natalie Godinez Zuniga v. Crown Dodge
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Crown Dodge
c/o Dan S. Wallis
Agent for Service of Process
6300 King Dr.
Ventura, CA 93003

9590 9402 8362 3156 4290 30

2. Article Number *(Transfer from service label)*

7021 2720 0000 9839 1137

COMPLETE THIS SECTION ON

A. Signature

X

B. Received by *(Printed Name)*

D. Is delivery address different fron
If YES, enter delivery address b

3. Service Type
☑ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ...il
...il Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

D

UNITED STATES POSTAL SERVICE.

GLENDALE
313 E BROADWAY
GLENDALE, CA 91205-9998
(800)275-8777

10/03/2023 05:23 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		$0.90
Ventura, CA 93003			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date Fri 10/06/2023			
Certified Mail®			$4.35
Tracking #: 70212720000098391137			
Return Receipt			$3.55
Tracking #: 9590 9402 8362 3156 4290 30			
Affixed Postage			-$8.80
Affixed Amount: $8.80			
Total			$0.00
Grand Total:			$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Track your Packages
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All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: https://postalexperience.com/Pos
or scan this code with your mobile device,

or call 1-800-410-7420.

UFN: 053012-0711
Receipt #: 840-59130024-7-5381458-2
Clerk: 14

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$ $3.55
$0.00
$0.00
$0.00
$0.00
$0.90
$8.80

GLENDALE CA 91209
0711
14
Postmark Here
OCT 03 2023
10/03/2023
USPS

Crown Dodge
c/o Dan S. Wallis
Agent for Service of Process
6300 King Dr.
Ventura, CA 93003

Sent To: PAGA Notice
Street: Natalie Godinez Zuniga v. Crown Dodge
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Crown Dodge
c/o Dan S. Wallis
Agent for Service of Process
6300 King Dr.
Ventura, CA 93003

9590 9402 8362 3156 4290 30

2. Article Number *(Transfer from service label)*
7021 2720 0000 9839 1137

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Sandoval
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Sandoval
C. Date of Delivery OCT - 5 2023

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ...il Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 3

Task	Time
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Natali Zuniga (“Plaintiff”) during the Case	4.30
Pleadings and Court Filings	
Draft, Review, and/or Revise Notice of Association of Counsel (filed on August 16, 2024)	0.40
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on February 24, 2025)	0.20
Review Co-Counsel's Notice of Change of Address (filed February 27, 2025)	0.10
Review Defendant's Case Management Statement (filed on February 28, 2025)	0.10
Review Court’s Minute Order Re: Case Management Conference Re: Status of Mediation (filed on March 11, 2025)	0.10
Review Court’s Notice of Case Reassignment & Change of Hearing Location (filed on July 28, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Case Management Conference (March 11, 2025)	1.50
Letters and Correspondence	
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Defendants’ Counsel	10.2

Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Co-Counsel	7.6
Mediation/Settlement	
Prepare for and Attend Mediation and Engage in Post-Mediation Negotiations through Mediator and Directly with Defendant's Counsel	28.60
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on December 12, 2025)	7.20
Draft, Review, Revise, Negotiate, and Finalize PAGA Settlement and Release (executed on April 24, 2026) and Draft, Review, and/or Revise Cover Letter for PAGA Payments	10.40
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Settlement Administrators, including obtaining competitive bids therefrom.	1.00
Discovery	
Review and Analyze Defendant's objections and responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to (served on March 10, 2025)	2.00
Law and Motion	
Draft, Review, and/or Revise Plaintiff's Notice of Motion to Compel Defendant to Provide Further Responses to Plaintiff's Special Interrogatories (Set One), Special Interrogatories (Set Two), Form Interrogatories (Set One), and Requests for Production of Documents (Set One), and Request for Monetary Sanctions (filed on June 12, 2026)	1.30
Research and Draft, Review, and Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ; Memorandum of Points and Authorities in Support Thereof; Declarations of Charles T. Sweeny and Brian St. John in Support Thereof; Declaration of Natali Zuniga in Support Thereof	16.40
Total Hours:	91.5