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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

**PLAINTIFF'S SECOND
SUPPLEMENTAL BRIEF IN FURTHER
SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT**

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

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

1 **I. INTRODUCTION**

2 Plaintiff Natali Godinez Zuniga respectfully submits this second supplemental brief in
3 further support of her Motion for Approval of Private Attorneys General Act Settlement
4 Agreement.

5 On August 26, 2026, the Court held a continued hearing on Plaintiff's Motion for
6 Approval of Private Attorneys General Act Settlement Agreement ("M4PAGA"), before which
7 supplemental briefing was provided to address various deficiencies identified in the Court's July
8 1, 2026 order. At the August 26, 2026 continued hearing, the Court agreed that Plaintiff's
9 August 19, 2026 supplemental brief substantially cured those deficiencies, but found that some
10 issues remained outstanding.

11 Plaintiff was ordered to provide notice of the various orders made by the Court during
12 that August 26, 2026 continued hearing (the "8/26 Order"), and respectfully refers the Court to
13 her September 3, 2026 Notice of Ruling summarizing those orders, which provided as follows:

- 14 (1) Plaintiff must provide estimated average Individual Settlement Shares, and estimated
15 amounts per Compensable Pay Period, based on the available sample of records that
16 Plaintiff received in advance of mediation;
17
18 (2) Defendant must provide a supplemental declaration that sufficiently contextualizes its
19 financial condition so that the Court can evaluate whether the agreed-upon payment
20 plan is warranted;
21
22 (3) The Parties must provide an executed addendum to the Settlement Agreement
23 addressing the revised treatment of uncashed settlement checks through a *cy pres*
24 distribution; and
25
26 (4) The Parties must submit all papers filed in support of this motion, including the August
27 supplemental filings, Defendant's August 21, 2026 declaration, and the supplemental
28 filings in advance of the continued October 7, 2026 hearing, to the Labor and
Workforce Development Agency, and provide proof of that service.

 This second supplemental brief addresses each of those four orders in turn.

1. Estimated Individual Payments.

 In its 8/26 Order, the Court requested an "estimated average Individual Settlement
Shares, and estimated amounts per Compensable Pay Period, based on the available sample of
records that Plaintiff received in advance of mediation."

 Here, based on the information ascertained from the pre-mediation sample, the estimated
average Individual Settlement Share is \$123.40 per Aggrieved Employee, and the estimated

1 amount per Compensable Pay Period is \$3.66 per Compensable Pay Period (\$28,382.67
2 Employees' Portion / 7,763 Compensable Pay Periods).

3 ***2. Defendant's Financial Information.***

4 In its 8/26 Order, the Court requested that Defendant provide "a supplemental
5 declaration that sufficiently contextualizes its financial condition so that the Court can evaluate
6 whether the agreed-upon payment plan is warranted." During the hearing on August 26, 2026,
7 the Court found that the previous declaration of Defendant's Chief Operating Officer, Dan
8 Wallis, filed on or about August 21, 2026, lacked sufficient operating-expense context to
9 evaluate its claimed inability to pay the settlement amount in less than 12 months.

10 Consistent with the 8/26 Order and the comments made at the hearing, Defendant
11 provided an Amended Declaration of Dan Wallis (which is attached as **Exhibit 2** to the
12 concurrently-filed Second Supplemental Declaration of Charles T. Sweeny) that includes
13 several exhibits and, in Plaintiff's view, supplies sufficient documentary support for sustained
14 business losses for 2024 and 2025, discusses increases in operational expenses and how those
15 reported losses constrain funds available for settlement payments, and provides Mr. Wallis's
16 opinion on why increasing the monthly payment or shortening the 12-month installment period
17 would compromise Defendant's other financial obligations and ability to operate within its
18 current workforce.

19 Plaintiff respectfully submits that Mr. Wallis's amended declaration provides sufficient
20 context regarding Defendant's financial condition to justify the payment plan under the
21 Settlement Agreement, and that it is in the best interests of the State of California and other
22 Aggrieved Employees for the Court to approve it.

23 ***3. Cy Pres Designation.***

24 The original Settlement Agreement provided that, after cancellation of uncashed
25 Individual Settlement Share checks, the associated funds would be transmitted to the State
26 Controller's Office Unclaimed Property Division in the name of the applicable Aggrieved
27 Employee and in the amount of that employee's Individual Settlement Share.

28 At the July 1, 2026 hearing on Plaintiff's M4PAGA, the Court adopted its tentative as

1 its ruling and continued the motion. (July 1, 2026 Minute Order at p. 2.) In that written Minute
2 Order, the Court directed the Parties to address whether the settlement provided for a *cy pres*
3 distribution and, if so, to submit a declaration demonstrating the propriety of the recipient and
4 distribution under Code of Civil Procedure section 384. (*Id.*) The Court explained that, when
5 settlement checks remain uncashed, it routinely approves and strongly prefers the unclaimed
6 funds go to an appropriate *cy pres* organization. (*Id.*) The Court identified payment to the State
7 Controller’s Unclaimed Property Fund as an alternative that may be appropriate only when no
8 suitable charity is available. (*Id.*) The Court further directed the Parties to explain why a *cy pres*
9 distribution fulfills the purposes of the action or is otherwise appropriate, citing *State of*
10 *California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472, and *In re Microsoft I-V Cases*
11 (2006) 135 Cal.App.4th 706, 722, and to disclose any interest in or connection with the proposed
12 recipient. (*Id.*)

13 Following that directive, the Parties first sought to address the issue by submitting a
14 modified proposed order reflecting the change, rather than through an executed amendment to
15 the Settlement Agreement, which the Court took issue with in its 8/26 Order.

16 Now, consistent with the 8/26 Order, the Parties have amended the Settlement
17 Agreement through an “Addendum to Private Attorneys General Act Settlement Agreement and
18 Release,” which designates the Greg E. Knoll Justice Gap Fund as the *cy pres* recipient for
19 unclaimed Individual Settlement Share funds, in place of the State Controller’s Office
20 Unclaimed Property Division (the “Addendum”). The Addendum, which was fully executed on
21 September 24, 2026, and is attached as **Exhibit 1** to the concurrently filed declaration of Charles
22 T. Sweeny, amends Section 8(c)(4) to provide that Individual Settlement Share checks remain
23 valid for 90 calendar days, after which uncashed checks will be canceled and the associated
24 funds transmitted to the Greg E. Knoll Justice Gap Fund. The Cover Letter to Aggrieved
25 Employees, attached as Exhibit A to the Addendum, reflects the same. The Addendum does not
26 otherwise alter the other terms of the Settlement Agreement; it changes only the disposition of
27 funds associated with checks that remain uncashed after cancellation, thereby supplying the
28 court-reviewable *cy pres* mechanism the July 1 Minute Order required.

1 **4. LWDA Service.**

2 Pursuant to the 8/26 Order, the Court requested the Parties “submit all papers filed in
3 support of this motion, including the August supplemental filings, Defendant’s August 21, 2026
4 declaration, and the supplemental filings in advance of the continued October 7, 2026 hearing,
5 to the Labor and Workforce Development Agency, and provide proof of that service.”

6 The original motion papers were submitted to the Labor and Workforce Development
7 Agency (“LWDA”) on June 4, 2026, as reflected in the June 4, 2026 proof of service that
8 accompanied the original moving papers. That proof of service states under penalty of perjury
9 that the notice of motion, memorandum of points and authorities, and other original moving
10 papers were served on the LWDA. Paragraph 14 of the June 4 declaration of Charles T. Sweeny
11 likewise states that the Settlement Agreement and moving and supporting papers were being
12 submitted to the LWDA concurrently with the filing. In addition, Plaintiff’s August 19, 2026
13 first supplemental brief reiterated that submission and reported receipt of a confirmation at 10:56
14 p.m. on June 4, 2026.

15 As to the later-filed papers identified in the 8/26 Order, Plaintiff has submitted the later-
16 filed materials to the LWDA together in a single supplemental submission shortly before filing
17 this brief. (*See* Second Supplemental Declaration of Charles T. Sweeny, at ¶ 4, Ex. 3).

18 Those materials include the August supplemental filings and their supporting papers,
19 Defendant’s August 21, 2026 declaration of Dan Wallis, and the present supplemental brief and
20 supporting filings, including the Addendum and Defendant’s later supplemental declaration.

21
22 Dated: September 29, 2026

SWEENY LAW, PC

23 By:


Charles T. Sweeny
Attorneys for Plaintiff