

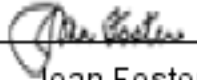
**ELECTRONICALLY FILED**

Superior Court of California  
County of Ventura

08/19/2026

K. Bieker

Executive Officer and Clerk

By:  Deputy Clerk  
Joan Foster

Charles T. Sweeny (SBN 325167)  
*charlie@sweenylaw.com*  
**SWEENY LAW, PC**  
8605 Santa Monica Blvd. # 618463  
Los Angeles, CA 90069  
Telephone: (310) 658-2112

Arby Aiwarzian (SBN 269827)  
Ryan Slinger (SBN 351297)  
Harris Koepenick (SBN 364423)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff*

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

Date: August 26, 2026  
Time: 1:30 P.M.  
Department: 44

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

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

**TABLE OF CONTENTS**

I. INTRODUCTION .....1

1. Payment Basis for Individual PAGA Settlement Shares .....1

2. Summary of Released Claims and Investigation of Merits .....1

3. Scope of the Release .....3

4. Summary of Fairness Factors under Moniz v. Adecco USA, Inc.....4

5. Submissions to the LWDA .....8

6. Payment Plan .....8

7. Estimated Individual Recoveries for Aggrieved Employees .....9

8. Cy Pres Recipient.....9

9. Settlement Administration Process & Procedures .....10

10. Plaintiff’s Counsel’s Costs.....11

11. Plaintiff’s Counsel’s Attorneys’ Fees .....12

12. Plaintiff’s General Release Fee.....14

13. Impact on Pending Litigation, If Any .....15

14. Revised Proposed Order & Judgment.....15

II. CONCLUSION.....15

1     **I. INTRODUCTION**

2             Plaintiff's Motion for Approval of Private Attorneys General Act Settlement Agreement  
3     (the "M4PAGA") was first heard on July 1, 2026, and continued to August 26, 2026, so that the  
4     Parties could address several items in this Court's tentative ruling issued in advance of the  
5     M4PAGA, which was later adopted via Minute Order issued on July 1, 2026 (the "Minute  
6     Order"). The Minute Order stated in relevant part, as follows

7             Plaintiff must submit the following additional information or provide clarification  
8             on the issues raised below, to meet its burden to show the settlement is fair,  
9             adequate and reasonable, and give notice to all other parties to include the LWDA.  
10            To the extent counsel have provided this information in the original papers filed in  
              support of the motion, identify where within the documents the information is  
              located.

11            The points raised by the Minute Order are organized by headings, quoted in bold font,  
12            and addressed below.

13                   ***1. Payment Basis for Individual PAGA Settlement Shares***

14            The Court's Minute Order directed Plaintiff to provide clarification on "[w]hether the  
15            aggrieved employee PAGA settlement shares are to be paid on a 'weeks worked' or other  
16            periodic basis, and the number of such periods."

17            This topic was originally addressed at pages 6 and 17 of Plaintiff's Memorandum of  
18            Points and Authorities and at sections 3(a)(5) and 7(b) of the Settlement Agreement, but simply  
19            stated, the Employees' Portion will be paid based on how many Pay Periods he or she worked  
20            during the PAGA Period, which are referred to as "Compensable Pay Periods". Each Aggrieved  
21            Employee's total number of Compensable Pay Periods will be divided by the total aggregate  
22            number of Compensable Pay Periods worked by all Aggrieved Employees. Here, Defendant  
23            estimated there were approximately 7,000 Compensable Pay Periods as of the date of mediation,  
24            and now estimates there are approximately 7,763 Compensable Pay Periods through September  
25            11, 2025, which is the end of the PAGA Period.

26                   ***2. Summary of Released Claims and Investigation of Merits***

27            The Court's Minute Order directed Plaintiff to provide "[a] summary of the claims  
28            being settled, the legal and factual basis for the claims, the discovery conducted to date,  
              and counsel's investigation of the merits of the claims."

1 The scope of the release was originally addressed at pages 7-8 of Plaintiff's  
2 Memorandum of Points and Authorities (*i.e.*, Part III(D) "The Scope of the Release in the  
3 Settlement Agreement"), and at Paragraph § 8(a) of the Settlement Agreement, but simply  
4 stated, the "Released Claims" and the "Released Parties" are defined as follows:

5 The "Released Claims" are any and all claims, arising during the PAGA Period, for  
6 civil penalties under the California Labor Code, Wage Orders, and/or regulations,  
7 pursuant to California Labor Code section 2698, et seq. ("PAGA") as well as any  
8 interest, fees, and costs available under PAGA, that were pled or could have been  
9 pled, based on the factual allegations pled in the PAGA Notice or in the Operative  
10 Complaint, and any amendments thereto, including but not limited to, for failure to  
11 pay minimum, regular, and overtime, failure to provide compliant meal periods and  
12 associated premiums, failure to provide compliant rest periods and associated  
13 premiums, failure to timely pay wages during employment, failure to timely pay  
14 wages upon termination, failure to provide compliant and accurate wage statements,  
15 failure to maintain complete and accurate payroll records, failure to reimburse  
16 necessary business-related expenses and costs, and for violations of California Labor  
17 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d),  
18 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter  
19 alia, Wage Orders 4-2001, 7-2001, and 9-2001.<sup>1</sup>

20 The "Released Parties" are Defendant, including Defendant's parent corporation,  
21 franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and  
22 assigns, and their current and former employees, attorneys, officers, directors,  
23 owners, managers and each of their respective agents thereof, both individually and  
24 in their business capacities, and their employee benefit plans and programs and the  
25 trustees, administrators, fiduciaries and insurers of such plans and programs.<sup>2</sup>

26 The investigations performed by counsel were originally addressed at pages 15-16 of  
27 Plaintiff's Memorandum of Points and Authorities (*i.e.*, Part V(C) "The Scope of the Release in  
28 the Settlement Agreement") and at Paragraph 21 of the Declaration of Charles T. Sweeny, but  
simply stated, the investigations into the merits of the claims included the following:

A detailed review and analysis of extensive information, documents, and data relevant  
to Plaintiff's claim and Defendant's defenses thereto, including, and not limited to, the  
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. Other  
work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring

---

<sup>1</sup> Settlement Agreement, § 8(a).

<sup>2</sup> Settlement Agreement, § 8(a).

1 with Defendant’s counsel regarding the pleadings, case management, discovery, mediation, and  
2 settlement negotiations, among other issues; case strategy and analysis; researching, drafting,  
3 reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to the  
4 Consolidated Discovery Motion and settlement approval motion papers), briefs for settlement  
5 negotiations and mediation, and the settlement agreement; propounding written discovery  
6 requests and notices of depositions of Defendant’s persons most knowledgeable designees and  
7 reviewing Defendant’s objections and responses thereto; claims evaluation and analysis;  
8 preparing for and participating in settlement negotiations and the mediation; and appearing for  
9 court proceedings.

### 10 ***3. Scope of the Release***

11 The Court’s Minute Order directed Plaintiff to provide a “[d]iscussion of the scope of  
12 the release provisions which will bind the aggrieved employees, the LWDA, and the  
13 defendants. The release must be fairly tailored to the claims that were or could be asserted  
14 in the lawsuit based on the facts alleged in the complaint and/or notice letter to the LWDA.  
15 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538-539  
16 [“Releases must be appropriately tethered to the complaint’s factual allegations;” “[A]  
17 court cannot release claims that are outside the scope of the allegations of the  
18 complaint.”].) The release and its effective date should be set forth with precision.”

19 Plaintiff refers the Court to the immediately preceding section and respectfully submits  
20 that by limiting the release to those claims “that were pled or could have been pled, based on the  
21 factual allegations pled in the PAGA Notice or in the Operative Complaint, and any amendments  
22 thereto,” the scope of the release is consistent with *Amaro*, and is appropriately tethered to the  
23 factual allegations in the operative complaint and the underlying PAGA notice. California Labor  
24 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,  
25 1197.1, 1198, 2800 and 2802 – the only cited Labor Code provisions in the release – were all  
26 mentioned in both the original PAGA notice and in the Operative Complaint, as were IWC Wage  
27 Orders 4-2001, 7-2001, and 9-2001.

28 Moreover, under Section 8(a) of the Settlement, the release is only effective “[u]pon the

1 date the Court has entered an order approving the Settlement Agreement and full funding of the  
2 Total Settlement Amount.” (Settlement Agreement § 8(a)).

3 The Total Settlement Amount will be fully funded within twelve months and fourteen  
4 days of the date of the approval order (Settlement Agreement § 5(a)), after Defendant completes  
5 the last of its twelve equal monthly installments. (Settlement Agreement § 7(a); *see, also, below*,  
6 Section 6).

#### 7 **4. Summary of Fairness Factors under *Moniz v. Adecco USA, Inc.***

8 The Court’s Minute Order directed Plaintiff to provide a “**summary of the settlement,**  
9 **including the manner in which it was valued and how the settlement meets the standards**  
10 **set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. This discussion should**  
11 **specify the maximum and realistic exposure estimate for each claim asserted in the**  
12 **operative complaint; explain the underlying assumptions for those estimates (for example,**  
13 **the number of PAGA pay periods, whether initial or subsequent penalties are sought,**  
14 **whether the estimate is premised on stacking, etc.); describe the defenses asserted by**  
15 **Defendant(s); provide a summary of the risks, expenses, and duration of further litigation**  
16 **if the settlement is not approved; specify any discounts/reductions applied to arrive at a**  
17 **realistic exposure; and any other relevant factors justifying the amount offered in**  
18 **settlement.”**

19 The relative strengths of the PAGA claims and the risks of complex, further litigation  
20 that were avoided by reaching a compromise were both originally addressed at pages 13-19 of  
21 Plaintiff’s Memorandum of Points and Authorities within Sections V(B)-V(D). In addition,  
22 prior to settlement, and with the assistance of an expert, Plaintiff’s Counsel performed an  
23 extensive analysis of every theory of PAGA liability pursuant. Plaintiff’s Counsel calculated the  
24 potential and realistic values of each theory of liability, on a claim-by-claim basis, as follows:

- 25 1. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of  
26 \$100 for an initial violation and \$200 for each subsequent violation. Using the  
27 initial pay period rate for all violations, and a violation every single pay period for  
28 every single non-exempt employee in the PAGA Period, this amounts to a  
maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this  
claim, a discount of 75% was applied to account for the risks associated with the  
Court reducing this claim to avoid stacked penalties, a discount of 65% was  
applied to account for the risks associated with succeeding on the merits and

1 establishing liability, and a final discount of 75% was applied to account for the  
2 risks associated with the Court reducing penalties for finding such award would  
be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim  
closer to \$15,312.50).

- 3 2. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an  
4 initial violation and \$100 for each subsequent violation. Using the initial pay  
5 period rate for all violations, and a violation every single pay period for every  
6 single non-exempt employee in the PAGA Period, this amounts to a maximum  
7 exposure of \$350,000.00 (7,000 pay periods x \$50). To settle this claim, a discount  
8 of 75% was applied to account for the risks associated with the Court reducing  
this claim to avoid stacked penalties, a discount of 65% was applied to account  
for the risks associated with succeeding on the merits and establishing liability,  
and a final discount of 75% was applied to account for the risks associated with  
the Court reducing penalties for finding such award would be unjust, arbitrary,  
oppressive, or confiscatory (bringing the value of this claim closer to \$7,656.25).
- 9 3. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for  
10 an initial violation and \$100 for each subsequent violation. Using the initial pay  
11 period rate for all violations, and a violation every single pay period for every  
12 single non-exempt employee in the PAGA Period, this amounts to a maximum  
13 exposure of \$350,000.00 (7,000 pay periods x \$50). To settle this claim, a discount  
14 of 75% was applied to account for the risks associated with the Court reducing  
this claim to avoid stacked penalties, a discount of 15% was applied to account  
for the risks associated with succeeding on the merits and establishing liability,  
and a final discount of 35% was applied to account for the risks associated with  
the Court reducing penalties for finding such award would be unjust, arbitrary,  
oppressive, or confiscatory (bringing the value of this claim closer to \$48,343.75).
- 15 4. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an  
16 initial violation and \$100 for each subsequent violation. Using the initial pay  
17 period rate for all violations, and a violation every single pay period for every  
18 single non-exempt employee in the PAGA Period, this amounts to a maximum  
19 exposure of \$350,000.00 (7,000 pay periods x \$50). To settle this claim, a discount  
20 of 75% was applied to account for the risks associated with the Court reducing  
this claim to avoid stacked penalties, a discount of 10% was applied to account  
for the risks associated with succeeding on the merits and establishing liability,  
and a final discount of 35% was applied to account for the risks associated with  
the Court reducing penalties for finding such award would be unjust, arbitrary,  
oppressive, or confiscatory (bringing the value of this claim closer to \$51,187.50).
- 21 5. Violations for Untimely Wages During Employment: Labor Code section 2699  
22 penalties of \$100 for an initial violation and \$200 for each subsequent violation.  
23 Using the initial pay period rate for all violations, and a violation every single pay  
24 period for every single non-exempt employee in the PAGA Period, this amounts  
25 to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this  
26 claim, a discount of 75% was applied to account for the risks associated with the  
27 Court reducing this claim to avoid stacked penalties, a discount of 10% was  
28 applied to account for the risks associated with succeeding on the merits and  
establishing liability, and a final discount of 90% was applied to account for the  
risks associated with the Court reducing penalties for finding such award would  
be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim  
closer to \$15,750.00).
6. Violations for Untimely Final Wages: Labor Code section 2699 penalties of \$100  
for an initial violation and \$200 for each subsequent violation. Using the initial  
pay period rate for all violations, and a violation every single pay period for every

single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 10% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$78,750.00).

7. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$14,000.00).
8. Violations Associated with Payroll Record Noncompliance: Labor Code section 2699 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 95% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$7,000.00).
9. Violations for Unreimbursed Business Expenses: Labor Code section 2699 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$13,125.00).

The total value of the potential claims with the appropriate discounts is \$251,125.00.

This confirms that the Total Settlement Amount is fair considering Plaintiff's allegations and theories of liability, the evidence at issue with respect to those allegations and theories of

1 liability, and legal and factual arguments and circumstances which pose challenges to  
2 manageability, merits, discretionary penalties reductions, and, ultimately, monetary recovery.  
3 The foregoing analysis shows that neither manageability, liability, discretionary reductions, nor  
4 the ability to adjudicate and/or recover monetary relief on a state-wide basis is clear-cut, which  
5 is why the parties elected to settle this matter. Plaintiff's Counsel also recognized that additional  
6 discounts could be made to the risk-adjusted value to account for the costs and expenses  
7 associated with further litigation (which would be undeniably high) and the present value of  
8 obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the  
9 future after further litigation. Plaintiff's Counsel recognized the circumstances and realities of  
10 the case, applicable case law and regulations, and risks to recovery and applied appropriate  
11 discounts.

12 The above analysis is a claim-by-claim PAGA exposure analysis, which is sometimes  
13 referred to as "stacking." Another often-employed method of evaluating PAGA claims is to  
14 calculate PAGA exposure on a global or "unstacked" basis. (*Merante v. Am. Institute for*  
15 *Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, \*6.) Under this method, the default  
16 PAGA penalty of \$100 per pay period is applied to each pay period. Here, in advance of  
17 mediation it was estimated that there were approximately 7,000 pay periods during the relevant  
18 time period, which would generate an unstacked PAGA exposure of \$700,000 (\$100 x 7,000  
19 pay periods).

20 Either way the economics are viewed, the Total Settlement Amount (\$235,000)  
21 represents a significant portion of Defendants' exposure, whether that exposure is analyzed on  
22 a claim-by-claim basis with discounts applied (in which case the Total Settlement Amount of  
23 \$235,000 represents approximately 93.6% of the discounted exposure of \$251,125.00) or on a  
24 pure unstacked basis with no discounts applied (in which case the Total Settlement Amount of  
25 \$235,000 represents approximately 33.6% of the maximum exposure of \$700,000). (*In re*  
26 *Network Sec. Litig* (D.D.C. 1999) 1998 WL 765724, \*2 ["Courts have not identified a precise  
27 numerical range within which a settlement must fall in order to be deemed reasonable; but an  
28 agreement that secures roughly six to twelve percent of a potential trial recovery, while

1 preventing further expenditures and delays and eliminating the risk that no recovery at all will  
2 be won, seems to be within the targeted range of reasonableness”]; *Rivas v. BG Retail, LLC*  
3 (N.D. Cal 2020) 2020 WL 264401, \*5 [approving wage-and-hour class action settlement  
4 representing 6.12% of potential recovery]; *Beltran v. Olam Spices and Vegetables, Inc.* (E.D.  
5 Cal. 2021) 2021 WL 2284465, \*12 [approving a wage-and-hour class action settlement  
6 representing 4.9% of potential recovery].)

## 7 **5. Submissions to the LWDA**

8 The Court’s Minute Order directed Plaintiff to “**provide a copy of Plaintiff’s notice**  
9 **letter(s) to the LWDA and evidence that the settlement was provided to the LWDA. A**  
10 **statement in counsel’s declaration alone is not sufficient. Proof in the form of a**  
11 **confirmation email from the LWDA must be provided.**”

12 The PAGA notice underlying this lawsuit, which was submitted on October 3, 2023, is  
13 attached as Exhibit 2 to the original declaration of Charles T. Sweeny in support of the  
14 M4PAGA.

15 While Plaintiff provided evidence that the Settlement was provided to the LWDA in the  
16 way of a Proof of Service that accompanied Plaintiff’s original moving papers, which was signed  
17 under penalty of perjury by Charles T. Sweeny (noting that the moving papers, including the  
18 Settlement, was submitted to the LWDA), Plaintiff is also attaching the June 4, 2026  
19 confirmatory email from the LWDA confirming submission of the proposed settlement that  
20 same day at approximately 10:56 PM as “**Exhibit A**” to the concurrently filed, Supplemental  
21 Declaration of Charles T. Sweeny.

## 22 **6. Payment Plan**

23 The Court’s Minute Order stated that “[i]f the settlement is predicated on a payment  
24 plan or is predicated on defendant’s financial situation, admissible evidence of Defendant’s  
25 financial situation should be provided, including appropriate financial documents such as  
26 a balance sheet, statement of cash flows, and profit and loss statement.”

27 Here, there is a payment plan in Section 7(a) of the Settlement Agreement, under which  
28 Defendant will pay the Total Settlement Amount in 12 equal monthly installments (i.e.

1 \$19,583.33) over a twelve-month period, beginning with the first monthly installment  
2 transmitted to the PAGA Settlement Administrator within 14 calendar days after approval.

3 Plaintiff's counsel met and conferred with Defendant's counsel and advised that a  
4 firsthand declaration from someone within Crown Dodge is needed to render the evidence of  
5 Defendant's financial circumstances – *which was analyzed during settlement negotiations* –  
6 admissible. Defendant's counsel advised that Defendant's CFO, Dan Wallis, will be furnishing  
7 a declaration in advance of the continued hearing that provides admissible evidence supporting  
8 the company's financial position that Plaintiff's counsel believes warrants a payment plan.

9 **7. *Estimated Individual Recoveries for Aggrieved Employees***

10 The Court's Minute Order asked for Plaintiff to provide "[t]he **estimated average**  
11 **amount that aggrieved employees will receive as their share of the penalty distribution.**  
12 **The parties shall also provide the total number of work weeks (or pay periods) and the**  
13 **estimated amount each aggrieved employee will receive per work week (or pay period)."**

14 Here, the Net Settlement Amount is estimated to be no less than \$113,530.68, and  
15 Aggrieved Employees – *who will receive a 25% share of the Net Settlement Amount under Labor*  
16 *Code section 2699(i) (the "Employees' Portion")* – worked an estimated Seven Thousand Seven  
17 Hundred Sixty-Three (7,763) Compensable Pay Periods during the PAGA Period.

18 **8. *Cy Pres Recipient***

19 The Court's Minute Order stated that "[t]he **settlement should provide for a cy pres**  
20 **distribution rather than distribution to the State Controller's Unclaimed Property Fund**  
21 **together with a declaration demonstrating the propriety of the cy pres recipient and**  
22 **distribution under Code of Civil Procedure section 384. (When there are uncashed checks,**  
23 **the Court routinely approves and strongly prefers the unclaimed funds go to appropriate**  
24 **cy pres organizations. In some cases, if no such charity is appropriate, the Court may**  
25 **approve payment to the State Controller's Unclaimed Property Fund in the name of the**  
26 **intended recipient.) Explain why any cy pres distribution fulfills the purposes of the**  
27 **lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41**  
28 **Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722.) The moving**

1 parties must also declare whether they have an interest in the *cy pres* recipient, including  
2 its governance).”

3 Here, under section 7(c)(4) of the Settlement Agreement, the Parties originally agreed to  
4 have funds associated with uncashed checks sent to the State Controller’s Office Unclaimed  
5 Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his  
6 or her respective Individual Settlement Share(s), but the Parties have since met and conferred  
7 and agreed to designate the Greg E. Knoll Justice Gap Fund as their *cy pres* beneficiary, which  
8 the California State Bar describes on its website as follows:

9 Those involved in a class action case or who are able to designate a beneficiary for  
10 residual funds can help those who need free legal services by designating that the  
11 money go to the State Bar’s Greg E. Knoll Justice Gap Fund. These funds make a  
significant difference in the lives of low-income Californians who desperately need  
free legal assistance for safety, shelter, and well-being.

12 As stated in the concurrently filed declaration of Charles T. Sweeny, and as Plaintiff  
13 understands will be noted in the forthcoming declaration of Defendant’s CFO, Dan Wallis,  
14 neither of the Parties nor their counsel have any interest in the Greg E. Knoll Justice Gap Fund.

15 Instead of revising their Settlement Agreement, the Parties have submitted a Revised  
16 [Proposed] Order and Judgment, which makes it clear at Paragraph 18 and footnote 1 that instead  
17 of directing the PAGA Settlement Administrator to have funds associated with uncashed checks  
18 sent to the State Controller’s Office Unclaimed Property Division, under section 7(c)(4) of the  
19 Settlement Agreement, those funds should be sent to the Greg E. Knoll Justice Gap Fund.

### 20 **9. Settlement Administration Process & Procedures**

21 The Court’s Minute Order asked for a “[d]iscussion of the settlement administration  
22 process and procedures.”

23 The settlement administration process and procedures were originally addressed at pages  
24 5-7 of Plaintiff’s Memorandum of Points and Authorities (*i.e.*, Part III(B) “Funding and  
25 Distribution of the Total Settlement Amount” and Part III(C) “Distribution of the Net Settlement  
26 Amount”) and were outlined at Sections 5 through 7 of the Settlement Agreement, but briefly:

27 Defendant will pay the Total Settlement Amount in 12 equal monthly installments (*i.e.*  
28 \$19,583.33) over a twelve-month period to a qualified settlement account established by the

PAGA Administration, beginning with the first monthly installment transmitted within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement.

No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees ("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) hire and separation dates of each Aggrieved Employee.

The PAGA Settlement Administrator will then calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share") by (i) dividing 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) multiplying this amount by the Employees' Portion (25% of the Net Settlement Amount) to arrive at each Aggrieved Employee's Individual Settlement Share.

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 will mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package(s)") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned as undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator will 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.

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for ninety (90) calendar days, and thereafter, will be canceled, and, now that the Parties have elected to designate the Greg E. Knoll Justice Gap Fund as their *cy pres* beneficiary, funds associated with those canceled checks will be sent there.

#### ***10. Plaintiff's Counsel's Costs***

The Court's Minute Order asked for Plaintiff's Counsel to provide "[i]temized details

1 of expenses and costs for which reimbursement is sought. Counsel are advised that the  
2 Court views fees for Lexis or Westlaw as an item of overhead, not as reimbursable costs.  
3 Additionally, absent extraordinary circumstances, the Court typically does not award  
4 photocopying costs in excess of \$0.06 per page. Costs for meals are generally not  
5 recoverable. Charges for faxes and scans are typically disallowed. Counsel should also  
6 summarize costs by category (e.g. filing fees, mediation fees, expert fees, court reporter  
7 fees, photocopying, etc.).” It also directed Plaintiff’s Counsel to provide “[t]he amount of any  
8 proposed reimbursement of costs to counsel, including an itemized detail of the costs  
9 incurred to date and the estimated future costs.”

10 The costs that were incurred by Plaintiff’s counsel were addressed at Page 31, Section  
11 VII of the Memorandum of Points and Authorities, and the supporting Declaration of Ryan  
12 Slinger Decl. at Paragraph 14. Briefly, the Settlement provides for reimbursement of litigation  
13 costs and expenses of up to \$25,000.00, but Plaintiff’s Counsel seeks reimbursement of  
14 \$13,969.32 in litigation costs and expenses, all of which are detailed at Exhibit B of the Slinger  
15 Declaration.

16 The costs that were incurred by Plaintiff’s counsel were addressed at Page 31, Section  
17 VII of the Memorandum of Points and Authorities, and the supporting Declaration of Ryan  
18 Slinger Decl. at Paragraph 14.

19 Briefly, the Settlement provides for reimbursement of litigation costs and expenses of  
20 up to \$25,000.00, but Plaintiff’s Counsel seeks reimbursement of \$13,969.32 in litigation costs  
21 and expenses, all of which are detailed at Exhibit B of the Slinger Declaration.

#### 22 ***11. Plaintiff’s Counsel’s Attorneys’ Fees***

23 The Court’s Minute Order stated that “[t]he memorandum of points and authorities  
24 shall support the award of fees [...] including briefing on the propriety of the amount of  
25 fees sought, including the following: a. If fees are based upon a percentage of the  
26 settlement, facts and law supporting an award at the percentage rate requested. b. If fees  
27 are based upon a percentage of the settlement, whether the amount is reasonable in  
28 comparison with a lodestar calculation. c. If fees are based upon a lodestar, facts and law

1 **supporting any requested multiplier or enhancement of the lodestar amount.”** The Minute  
2 Order also directed Plaintiff’s Counsel to provide, *inter alia*, **“records documenting the work**  
3 **performed and time spent.”** It also asked for Plaintiff’s Counsel to address **“[t]he proposed**  
4 **fee award to counsel, including an analysis as to why the fee is appropriate. The moving**  
5 **papers should also provide information regarding any fee splitting agreement and whether**  
6 **the client has given written approval.”**

7 Plaintiff’s Counsel attached Attorney Task and Time Charts as **“EXHIBIT A”** to the  
8 original Declaration of Ryan Slinger and as **“EXHIBIT 3”** to the original Declaration of Charles  
9 T. Sweeny, which set forth in detail the collective **159.7 hours** that Plaintiff’s Counsel have spent  
10 performing tasks in this matter. Applying the blended rate of \$850 per hour to the 68.2 hours  
11 worked by attorneys from Lawyers *for* Justice, PC, and applying a reasonable hourly rate of  
12 \$750 per hour to the 91.5 hours worked by Charles T. Sweeny of Sweeny Law, PC would place  
13 a base lodestar value of \$126,595.00 on the services provided by Plaintiff’s Counsel, even  
14 though Plaintiff’s Counsel only seek an attorneys’ fee award of \$94,000.00 (equal to 40% of the  
15 Total Settlement Amount based on the Settlement Agreement).

16 Briefing in support of Plaintiff’s Counsel’s fees was included at Pages 19-31, Section  
17 VI, of the Memorandum of Points and Authorities and in the declarations cited therein. Briefly,  
18 applying the blended rate of \$850 per hour to the 68.2 hours worked by attorneys from Lawyers  
19 *for* Justice, PC, for the reasons described in the Slinger Declaration, and applying a reasonable  
20 hourly rate of \$750 per hour to the 91.5 hours worked by Charles T. Sweeny of Sweeny Law,  
21 PC, for the reasons described in the Sweeny Declaration, would place a base lodestar value of  
22 \$126,595.00 on the services provided by Plaintiff’s Counsel, but Plaintiff’s Counsel only seek  
23 attorneys’ fees in the amount of \$94,000.00, which means a significant negative multiplier will  
24 be applied.

25 These fees are reasonable and justified on a percentage-basis, and also based on a  
26 lodestar cross-check as described in the moving papers. Attorneys’ fees in the amount of  
27 \$94,000.00 represent a significant *negative* multiplier of Plaintiff’s Counsel’s combined  
28 lodestar, which further justifies the 40% fees sought.

Moreover, Plaintiff testified in Paragraph 10 of her declaration that Plaintiff's Counsel "have agreed to split fees awarded by the Court or generated as a result of this case, and I have given written consent to that split."

#### ***12. Plaintiff's General Release Fee***

The Court's Minute Order stated that "[a]ny proposed "incentive" or "service" award to the named plaintiff or plaintiffs, i.e., any payment to representative plaintiffs in addition to their proportionate share of the settlement, including an analysis why the proposed amount is appropriate in a PAGA only settlement and as compared to the amounts that absent aggrieved employees will receive from the settlement. Counsel must explain why a service enhancement is reasonable and what the PAGA representative(s) did beyond the expected service of a PAGA representative. In addition, the PAGA representative(s) shall state via declaration or affidavit what the representative specifically did as services to the aggrieved employees and participation in the litigation, including the approximate amount of time spent on the case. General statements of "countless hours", "potential stigma", or "potential risk" are insufficient. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-807; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) A declaration from counsel alone is not sufficient."

Here, Plaintiff has agreed to generally release her individual, non-PAGA claims, which is a much broader release than that which is being released by the Aggrieved Employees. However, to the extent the Court characterizes this as an "incentive" payment, the strong support for Plaintiff's General Release Fee of \$7,500.00 was originally addressed via a separate declaration of Plaintiff, filed alongside the motion, at pages 32-33 of Plaintiff's Memorandum of Points and Authorities, and in Paragraph 31 of the original Sweeny Declaration and Paragraph 15 of the Slinger Declaration.

Briefly stated, Plaintiff undertook significant efforts and put over 16 hours of work to spearhead the pursuit of this matter. This involved discussing her employment with her counsel, gathering and producing relevant documents and information regarding hourly-paid and non-exempt employees, and helping develop a strategy as to what documents and information to

1 obtain from Defendant, as well as providing the facts and evidence necessary to attempt to prove  
2 the allegations. She was available whenever her counsel needed her and actively tried to obtain  
3 and provide information that would facilitate the pursuit of the PAGA claim. Plaintiff routinely  
4 checked in with here attorneys and their staff to make sure that they had all of my most current  
5 information and any additional information that she had obtained.

6 Moreover, unlike the other Aggrieved Employees, who will release only their right to  
7 recover civil penalties for the released claims, Plaintiff has agreed to a general release, with a  
8 waiver and release of claims and a waiver of California Civil Code Section 1542 waiver, which  
9 is set forth in Section 8(b) of the Settlement Agreement.

10 These facts warrant approval of the modest \$7,500 General Release Fee.

11 ***13. Impact on Pending Litigation, If Any***

12 The Court’s Minute Order directed Plaintiff’s Counsel to provide a “[d]escription of the  
13 impact of the settlement on pending litigation, if any.”

14 Here, the Parties are unaware of any other pending litigation that will be impacted by  
15 this settlement.

16 ***14. Revised Proposed Order & Judgment.***

17 The Court’s Minute Order directed Plaintiff’s Counsel to provide a “**Proposed Order**  
18 **Granting Approval of the PAGA Settlement, and a Proposed Judgment, including**  
19 **retaining jurisdiction over implementing the terms of the settlement, such as requiring the**  
20 **filing of a final report on distributions made to the aggrieved employees. A Proposed**  
21 **Judgment should not include a dismissal or any findings not contained in the Approval**  
22 **Order. The Proposed Order should also include a proposed settlement compliance hearing**  
23 **date (to occur on a Wednesday at 1:30 p.m.).”**

24 Here, Plaintiff has done so through the concurrently filed, revised proposed order and  
25 judgement.

26 **II. CONCLUSION**

27 Plaintiff’s counsel respectfully submits that the foregoing discussion sufficiently  
28 addresses the points identified in this Court’s July 1, 2026 Minute Order. For these reasons and

1 for those that are addressed in Plaintiff's original moving papers, Plaintiff respectfully requests  
2 that the Court grant this motion and sign the revised proposed order.

3 Dated: August 18, 2026

**SWEENEY LAW, PC**

4 By:   
5 Charles T. Sweeney  
6 *Attorneys for Plaintiff*