

ADDENDUM TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE

This Addendum to the Private Attorneys General Act Settlement Agreement and Release (“Addendum”) 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 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.

RECITALS

- A. On August 26, 2026, at the continued hearing on Plaintiff’s Motion for Approval of Private Attorneys General Act Settlement Agreement, the Court directed the Parties to execute an addendum addressing the *cy pres* distribution of funds from uncashed Individual Settlement Share checks.
- B. Section 7(c)(4) of the Settlement Agreement originally required those funds to be transmitted to the State Controller’s Office Unclaimed Property Division in the names of the affected Aggrieved Employees and in the amounts of their respective Individual Settlement Shares.
- C. After meeting and conferring, the Parties agreed instead to designate the Greg E. Knoll Justice Gap Fund as the *cy pres* beneficiary of those funds.
- D. The Parties also agree that the cover letter accompanying the Individual Settlement Share checks must accurately state the revised treatment of uncashed checks. A Revised Cover Letter is attached as Exhibit A and incorporated into this Addendum by this reference.

AGREEMENT

- 1. **Replacement of Section 7(c)(4).** Section 7(c)(4) of the Settlement Agreement is deleted in its entirety and replaced with the following:

Uncashed Checks. Individual Settlement Share checks shall remain valid for 90 calendar days from the original date after issuance. After the 90-calendar-day period expires, the PAGA Settlement Administrator shall cancel each uncashed Individual Settlement Share check and transmit the amount of that cancelled check to the Greg E. Knoll Justice Gap Fund as a *cy pres* distribution. No funds from cancelled Individual Settlement Share checks shall revert to Defendant.
- 2. **Revised Cover Letter.** The Revised Cover Letter attached to this Addendum as Exhibit A is approved for use by the PAGA Settlement Administrator when mailing Individual Settlement Share checks to Aggrieved Employees. The Revised Cover Letter supersedes and replaces the Cover Letter previously approved as Exhibit A to the proposed Order and Judgment, solely to update the disposition of uncashed Individual Settlement Share checks.
- 3. **Incorporation and Priority.** The Revised Cover Letter attached to this Addendum as Exhibit A is incorporated into and made part of the Settlement Agreement. If an

inconsistency exists between the Settlement Agreement, any prior cover letter, and this Addendum or Exhibit A, this Addendum and Exhibit A control solely as to the treatment of uncashed Individual Settlement Share checks.

4. **No Other Modifications.** Except as expressly modified by this Addendum, all provisions of the Settlement Agreement remain in full force and effect.

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

Date: 09/24/2026

Natali Godinez Zuniga

Natali Godinez Zuniga (Sep 24, 2026 13:01:57 PDT)

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

Date: _____

Crown Dodge

By: _____

inconsistency exists between the Settlement Agreement, any prior cover letter, and this Addendum or Exhibit A, this Addendum and Exhibit A control solely as to the treatment of uncashed Individual Settlement Share checks.

4. **No Other Modifications.** Except as expressly modified by this Addendum, all provisions of the Settlement Agreement remain in full force and effect.

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

Date: _____

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

Date: Sep 24, 2026

Dan Wallis
Dan Wallis (Sep 24, 2026 14:58:47 PDT)

Crown Dodge
By: COO _____

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

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

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

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

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

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

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

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

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

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

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

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

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