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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
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11 DESIREE DUNN, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 SUZUKI MOTOR USA, LLC, a California
17 Limited Liability Company; and DOES 1
through 20, inclusive;

18 Defendants.
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Case No.: 30-2025-01477567-CU-OE-CXC
*[Assigned to Hon. William Claster, Dept
CX101, for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint Filed: April 23, 2025

ORDER

Having considered the Class Action and PAGA Memorandum of Understanding (“Settlement Agreement” or “Settlement”), which is attached hereto as **Exhibit A**, between Plaintiff Desiree Dunn and Defendant Suzuki Motor USA, LLC, (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval of Class and PAGA Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

3. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only:

All current and former nonexempt (hourly paid) employees of Defendant in California at any time during the Class Period of April 23, 2021, through September 18, 2025.

4. Additionally, the “Aggrieved Employees” are defined as: “current and former nonexempt (hourly paid) employees of Defendant in California at any time during the PAGA Period of April 23, 2024, through September 18, 2025.” Under the Settlement, \$10,000 will be allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount. Of this

1 \$10,000 amount, \$6,500 (65%) will be paid to the California Labor Workforce Development
2 Agency (“LWDA”) in satisfaction of the claims for penalties under the California Labor Code
3 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), and the
4 remaining \$3,500 (35%) will be paid to the Aggrieved Employees based upon the number of Pay
5 Periods Worked by each Aggrieved Employee during the PAGA Period. Any Class Member who
6 is also an Aggrieved Employee and who timely requests exclusion from the Settlement will still
7 receive a share of PAGA Penalties and be bound by the Released PAGA Claims.

8 5. For settlement purposes only, Plaintiff Desiree Dunn is appointed as the Class
9 Representative, and Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP are appointed
10 as Class Counsel.

11 6. The Court preliminarily appoints Phoenix Settlement Administrators to act as the
12 Administrator, and preliminarily approves Administration Costs not to exceed \$5,000 to be paid
13 out of the Gross Settlement Amount for services to be rendered by Phoenix under the Settlement
14 Agreement.

15 7. The Court approves, as to form and content, the Notice Packet (which includes
16 the Class Notice, Request for Exclusion Form and Dispute Form) attached hereto as **Exhibit B**.
17 The Court further finds that the Notice satisfies the requirements of California Rule of Court,
18 rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
19 approval hearing date, the proposed settlement terms and of their options, including: (1) the
20 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
21 terms of the Settlement; (2) Class Counsel’s request for attorneys’ fees and costs; (3) a formula
22 used to determine the Class Member’s Individual Class Payment and Individual PAGA Payment;
23 (4) Class Members’ rights to appear through counsel if they desire; (5) how to object to the
24 Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain
25 additional information regarding the action and the Settlement. Counsel for the Parties are
26 authorized to correct any typographical errors and make clarifications, to the extent the same are
27 found or needed, so long as such corrections do not materially alter the substance of the
28 documents.

1 8. The Court approves the procedure for Class Members to participate in, request
2 exclusion from or object to the Settlement, as set forth in the Settlement Agreement and the
3 Notice Packet.

4 9. The Court finds that the deadlines and method set forth in the Settlement
5 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
6 notice practicable under the circumstances, constitute due and sufficient notice to all persons
7 entitled to notice, and otherwise satisfy the requirements of California law and due process.

8 10. The Court further orders the following as to Settlement Administration:

9 a. Disputes Regarding Administration. Any disputes not resolved by the
10 Parties and the Settlement Administrator concerning the administration of the Settlement will be
11 resolved by the Court under the laws of the State of California. Prior to any such involvement of
12 the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve the
13 dispute without involving the Court.

14 b. Class Data. Within twenty (20) days after entry of the Preliminary
15 Approval Order, Defendant shall provide the “Class Data” to the Administrator. The Class Data
16 must be provided on one excel spreadsheet and include, for each Class Member: the individual’s
17 full name; last known mailing address; full Social Security Number; total Weeks Worked during
18 the Class Period; total Pay Period worked during the PAGA Period. The Class Data provided to
19 the Settlement Administrator will remain confidential and will not be used or disclosed to
20 anyone, except as required by applicable tax authorities, pursuant to Defendants’ express written
21 consent, or by order of the Court.

22 c. Workweek and Calculations re: Escalator Clause. At least five (5) court
23 days prior to mailing the Notice, the Administrator shall provide a spreadsheet to Class Counsel
24 and Defense Counsel containing a preliminary calculation of all payments to be paid from the
25 Settlement Amount, including the estimated Individual Class Payments to each Class Member
26 and Individual PAGA Payments to each Aggrieved Employee (a person’s name shall be redacted
27 and a control number used in place of the name). In the event that the total Workweeks worked
28 by all Class Members during the Class Period triggers the Escalator Clause, the Administrator

1 shall notify the Parties of the increased Settlement Amount, and related increased payments from
2 the Settlement Amount, including increased Attorneys' Fees and Costs and any increased
3 Settlement Administration Costs, all of which shall be subject to Court approval, and shall
4 update Notice accordingly.

5 d. Notice. The Court directs the Settlement Administrator to perform address
6 verification measures and mail the Notice by first class mail to the Class Members (in English)
7 not later than 10 days after it receives the "Class Data" and to otherwise carry out the Settlement
8 according to the terms of the Settlement Agreement and in conformity with this Order.

9 e. Presumption Regarding Receipt of Notice. It will be conclusively
10 presumed that if an envelope has not been returned to Settlement Administrator by the Response
11 Deadline that the Class Member received the Notice.

12 f. Disputes Regarding Class Data. Class Members are deemed to participate
13 in the Settlement unless they opt-out. Regardless of whether any Class Members opt out of the
14 Settlement, they will still be bound by the PAGA Release if they are an Aggrieved Employee.
15 The Class Notice will inform Class Members of his/her estimated Individual Class Payment and
16 Individual PAGA Payment, the weeks he/she worked during the Class Period and PAGA Period.
17 Class Members and Aggrieved Employees may dispute their Weeks Worked by timely
18 submitting evidence to the Administrator. Defendant's records will be presumed determinative
19 absent reliable evidence to rebut Defendant's records, but the Administrator will evaluate the
20 evidence submitted by the Class Member or Aggrieved Employee, and provide the evidence
21 submitted to Class Counsel and Defense Counsel, who agree to meet and confer in good faith
22 about the evidence to determine the actual number of Workweeks and estimated Individual Class
23 Payment and Individual PAGA Payment. The Administrator shall attach all disputes to its
24 Declaration of Due Diligence, along with any evidence submitted, and include an initial
25 recommendation in its declaration as to the number of Workweeks to be credited for any
26 disputing Class Members and Aggrieved Employees. However, the Court shall have the right to
27 review any decision and make a final decision, which will be binding upon the Class Members,
28 Aggrieved Employees and the Parties. Class Members and Aggrieved Employees will have until

1 the Response Deadline to dispute Weeks Worked, and to object or opt out, unless extended by
2 the Court. The Class Notice will direct Class Members and Aggrieved Employees how to
3 dispute Weeks Worked, including the following statement: “The number of weeks you worked
4 during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the
5 tables on page 1 of this Notice . You have until _____, 2026 (“Response
6 Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the
7 Administrator. You need to support your dispute by sending copies of pay stubs or other
8 records. The Administrator will accept Defendant’s calculation of Weeks Worked based on
9 Defendant’s records as accurate unless you send copies of records containing contrary
10 information. You should send copies rather than originals because the documents will not be
11 returned to you. The Administrator will attempt to resolve Workweek disputes based on your
12 submission and on input from Class Counsel and Defendant’s Counsel, but the Court will have
13 the right to review any initial decision made by the Administrator along with the evidence
14 submitted. You cannot appeal or otherwise challenge the Court’s final decision.”

15 11. The Court also orders the following regarding Class Members’ rights:

16 a. Response Deadline. The “Response Deadline” is 45 calendar days from
17 the date the Notice Packet is mailed to the Class Members.

18 b. Requests for Exclusion from Class. Any Class Member, other than
19 Plaintiff, may request to be excluded from the Class by submitting a Request for Exclusion
20 Form, using the form provided within the Notice Packet. The Request for Exclusion Form must
21 be mailed to the Administrator and postmarked on or before the Response Deadline in order to
22 be timely, unless the Parties otherwise agree in writing. Any such request must be made in
23 accordance with the terms set forth in the Notice Packet. The Administrator shall attach each
24 Request for Exclusion Form to its declaration of due diligence and file with the Court prior to the
25 Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with
26 these requirements: (i) will not have any rights under this Agreement as to the Class Action
27 Settlement, including the right to object to or otherwise challenge the Settlement; (ii) will not be
28 entitled to receive any Individual Class Payment under this Agreement; and (iii) will not be

1 bound by the Class Action Settlement including the Released Class Claims. Any Class Member
2 who is an Aggrieved Employee who requests timely exclusion will still be bound by the PAGA
3 Settlement in regard to the Released PAGA Claims to the fullest extent permitted by law and will
4 receive an Individual PAGA Payment. The Parties and their counsel shall not encourage or
5 solicit Class members to submit requests for exclusion or objections, directly or indirectly,
6 through any means.

7 c. Binding Effect on Participating Class Members. All Participating Class
8 Members will: (i) be bound by the terms and conditions of this Agreement, the Final Approval
9 judgment, and the releases set forth herein; and (ii) unless they object as set forth herein, will be
10 deemed to have waived all objections and oppositions to the fairness, reasonableness, and
11 adequacy of the Settlement.

12 d. Objections to Settlement. Any Class Member, other than Plaintiff, who
13 does not submit a valid and timely Request for Exclusion may object to the terms of this
14 Agreement. To object, a Class Member shall inform the Settlement Administrator, in writing, of
15 his or her objection which must be postmarked by the Response Deadline at the address set forth
16 in the Notice. Such objection shall include the Objecting Class Member's full name, address,
17 telephone number, last four digits of the social security number or date of birth, signature, and
18 relevant dates of employment, in addition to the case name and number, the basis for the
19 objection, including any legal support and each specific reason in support of the objection, as
20 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
21 represented by counsel, the name and address of his or her counsel. Alternatively, a Class
22 Member can orally object at the Final Approval Hearing, regardless of whether a written
23 objection was filed. The Settlement Administrator shall provide objections, if any, to Class
24 Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement
25 Administrator shall attach the same to its declaration of due diligence and file with the Court
26 prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive
27 monetary compensation from the Settlement. Plaintiffs and Defendants shall not be responsible
28 for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel

1 related to any objections to the Settlement. Submitting an objection does not preserve the right
2 to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record
3 by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil
4 Procedure § 663.

5 e. Failure to Object. Any Class Member who does not timely and properly
6 become a party of record by intervening or filing a motion to vacate the judgment waives any
7 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
8 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, motion
9 under California Code of Civil Procedure section 473, and extraordinary writs.

10 f. Responses to Objections. Counsel for the Parties may jointly or separately
11 file a response to any objections submitted by any Class Members at least five (5) court days
12 before the date of the Final Approval Hearing.

13 12. Class Members who wish to request exclusion, object to the Settlement, or dispute
14 weeks worked are directed mail the appropriate documents to the Settlement Administrator (and
15 not the Court) by the Response Deadline.

16 13. The Court finds that the deadlines and method set forth in the Settlement
17 Agreement, and in this Order, for the mailing of the Class Notice and Notice Packet meet the
18 requirements of due process, provide the best notice practicable under the circumstances,
19 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
20 requirements of California law and due process.

21 14. The Court approves the handling of unclaimed funds set forth in the Settlement
22 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
23 Class Member or Aggrieved Employee's failure to timely cash a settlement check shall be issued
24 to the California State Controller's Unclaimed Property Fund in the name of the Participating
25 Class Member or Aggrieved Employee, as set forth in the Settlement Agreement.

26 15. The following dates shall govern for purposes of this Settlement:

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Date this Order is Signed	Preliminary Approval (PA) Order is Entered
<i>30 days after PA</i>	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
<i>45 days after mailing Notice</i>	Deadline for Class Members to submit Disputes, Requests for Exclusion and Objections to the settlement.
<i>16 court days before FA hearing</i>	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and Service Payment.
<i>9 court days before FA hearing</i>	Deadline for filing of any written Opposition to Plaintiff's Motion for Final Approval.
<i>5 court days before FA hearing</i>	Deadline for filing of any written reply to Opposition to Motion for Final Approval, or filing response to any objections submitted by objecting Class Members.
_____, 2026 _____ a.m./p.m.	Final Approval Hearing Date

16. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court, including considering any objections from Class Members; and (2) the amount of Attorneys' Fees and Costs Award to Class Counsel. If the Court continues the Final Approval Hearing, the new hearing date and time shall be posted on the Administrator's website.

17. Upon final approval, Participating Class Members and Aggrieved Employees will be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment, and the releases set forth therein; and, except as otherwise provided herein and in the Settlement Agreement, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

1 19. The Court may, for good cause shown, extend any of the deadlines set forth in
2 this Order. If any Class Member submits an objection to the settlement and the Final Approval
3 Hearing is continued, either Class Counsel or the Administrator are directed to give notice of the
4 new hearing date to the objecting party; and

5 20. In the event that the Settlement Agreement does not receive final approval or the
6 Effective Date (as that term is defined in the Settlement Agreement) of the Settlement does not
7 occur, this Order shall be rendered null and void and shall be vacated.

8
9 Date: _____

Hon. William Claster

EXHIBIT “A”

Desiree Dunn v. Suzuki Motor USA, LLC
Orange County Superior Court Case No. 30-2025-01477567-CU-OE-CXC
Memorandum of Understanding - Settlement Terms

On August 18, 2025, Plaintiff Desiree Dunn (“Plaintiff” and “Class Representative”) and Defendant Suzuki Motor USA, LLC (“Defendant”) (collectively, Plaintiff and Defendant shall be referred to as the “Parties”) mediated the following proceedings: (1) the putative class action entitled *Dunn v. Suzuki Motor USA, LLC*, Orange County Superior Court Case No. 30-2025-01477567-CU-OE-CXC (the “Class Action”), and (2) the PAGA action entitled *Dunn v. Suzuki Motor USA, LLC*, Orange County Superior Court Case No. 30-2025-01495109-CU-OE-CXC (the “PAGA Action”) (collectively referred to as the “Action”).

The mediation was held with Hon. Jonathan Cannon (Ret.). At the conclusion of mediation, the Parties reached the following settlement of the class and representative PAGA claims pled in the Action (the “Class and PAGA Settlement”), which is intended to be a full and final resolution of the Action. Following the Parties’ agreement to settle the Action, the Parties also agreed to settle separate individual claims for Plaintiff (the “Individual Settlement”).

This Memorandum of Understanding (the “Agreement” or “MOU”) is intended to confirm the essential terms of both the Class and PAGA Settlement and Individual Settlement reached between the Parties and assist in the preparation of full and comprehensive settlement agreements, whose terms shall not be inconsistent with the terms below.

THE CLASS SETTLEMENT

1. **Key Definitions:**

- a. “Aggrieved Employees” means all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period.
- b. “Class Members” means all current and former nonexempt (hourly paid) employees employed by Defendant in California during the Class Period.
- c. “Class Period” is the period from April 23, 2021, through September 18, 2025 (30 days after mediation).
- d. “Complaint” means the operative Complaint on file in this Action, along with the operative Complaint on file in the separate PAGA action, Case No. 30-2025-01495109-CU-OE-CXC.
- e. “Effective Date” is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

Desiree Dunn v. Suzuki Motor USA, LLC
Orange County Superior Court Case No. 30-2025-01477567-CU-OE-CXC
Memorandum of Understanding - Settlement Terms

- f. “PAGA Period” is the period from April 23, 2024, through September 18, 2025 (30 days after mediation).
- g. “Participating Class Members” are Class Members who do not submit a timely and valid opt-out from the Settlement.
- h. “Released Class Claims” means all claims arising out of the claims expressly pleaded in the operative Complaint and all amendments thereto, and all claims, that reasonably could have been asserted based on the facts alleged in the operative Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay sick pay; and (10) unfair and unlawful competition, as well as related claims arising under state, federal, or local law, the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were based on the facts or claims alleged in the Complaint. The time period governing the Released Class Claims shall be the Class Period.
- i. “Released PAGA Claims” means the PAGA claims for civil penalties based upon all underlying wage and hour claims alleged in the operative Complaint and and PAGA Notice Letter(s) filed with the LWDA, and all amendments thereto, as well as all other PAGA claims that reasonably could have been asserted based on the facts alleged or premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period, (8) failure to timely pay wages upon separation of employment, (9) failure to provide accurate itemized wage statements, (10) failure to pay sick pay, and (11) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq., whether arising out of state, federal or local law, California Labor Code, Wage Orders or regulations that are based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties.
- j. “Released Parties” means Defendant and all of its subsidiaries, affiliates, stockholders, agents, insurers, predecessors-in-interest, parent corporations, and other Suzuki companies, including Suzuki Motor of America, Inc., together with the officers, directors, employees, and agents of each of them.

2. **Consolidated Class and PAGA Complaint:** The Parties will consolidate the Class Action and PAGA Action by filing a first amended complaint in the Class Action that will include the PAGA Claims, and upon the Court’s final approval of the settlement will dismiss the PAGA Action with prejudice.

Desiree Dunn v. Suzuki Motor USA, LLC
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3. **Gross Settlement Amount:** The Gross Settlement Amount is **\$160,000** which is the total amount Defendant agrees to pay under the Class and PAGA Settlement, except (1) Defendant shall separately pay the employers' share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), Defendant is required to pay those additional amounts, thus increasing the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees, Attorneys' Costs, Class Representative Service Award, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in with no reversion to Defendant. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.

4. **Workweek Information and Escalator Clause.** It is estimated that there are 25 Class Members who worked approximately 3,500 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 3,850 (which is 10% more than Defendant's representation), then the Gross Settlement Amount shall increase by \$45.71 (GSA divided by 3,500) for each additional workweek above 3,850. At Defendant's election, instead of increasing the Gross Settlement Amount, the Class Period and PAGA Period end date of September 18, 2025 may be rolled back so that workweeks do not exceed 3,850, but not prior to August 18, 2025 (the day of mediation).

5. **Net Settlement Amount:** The following amounts, if approved by the Court, will be subtracted from the Gross Settlement Amount to derive the Net Settlement Amount:

- a. **Attorneys' Fees:** Defendant will not oppose Plaintiff's request for attorneys' fees of up to 1/3 of the Gross Settlement Amount.
- b. **Attorneys' Costs:** Defendant will not oppose Plaintiff's request for reimbursement of litigation costs of up to \$20,000, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members.
- c. **Administration Costs:** Plaintiff will obtain bids from several Settlement Administrators. The selected administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Settlement Administrator, subject to Court Approval.
- d. **PAGA Penalties:** PAGA Penalties of \$10,000 shall be made from the Gross Settlement Amount, with 65% of the payment going to the LWDA and 35% of the payment going to the Aggrieved Employees, with the "Individual PAGA Payments" calculated and paid based on the number of workweeks worked during the PAGA Period.

6. **Distribution of Net Settlement Amount and Tax Allocations:**

- a. The entire Net Settlement Amount will be distributed to Participating Class Members, without a claims process, on a non-reversionary pro-rata workweek basis.

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- b. The settlement funds paid to the Participating Class Members will be treated as follows: 20% as IRS form W-2 wages and 80% as interest and penalties reportable on IRS form 1099. The Class Members are responsible for taxes and accounting on their payments received.
- c. Participating Class Members and Aggrieved Employees will have 180 days to cash settlement checks. Any uncashed checks will be sent to the California State Controller in the name of the employee.

7. **Class Release:** Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties of the Released Class Claims.

- a. Class Members shall not waive California Civil Code § 1542.
- b. Plaintiff and every Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiff and every Class Member acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
- c. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the settlement. Plaintiff shall not have the right to opt-out. If 3 or more Class Members submit a timely and valid opt out, Defendant in its sole discretion may terminate this Settlement, and Defendant shall be responsible for any and all Administrative Costs incurred.

8. **PAGA Release:** Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, Plaintiff and all Aggrieved Employees, the State of California, and the LWDA shall completely release and discharge the Released Parties of the Released PAGA Claims.

- a. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and Released PAGA Claims. Any Class Member who submits a timely and valid opt-out will only be excluded from the class portion of the settlement. Thus, if any person who submits an opt-out also qualifies as an Aggrieved Employee, that person will receive his/her share of the PAGA Penalties and will be bound by the Released PAGA Claims.

9. **Funding:** Defendant shall fund the Gross Settlement Amount, plus Defendant's share of payroll taxes, within 15 days of the Effective Date.

10. **No Admissions:** Defendant's signature on this MOU is not, and shall not be construed as, an admission of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

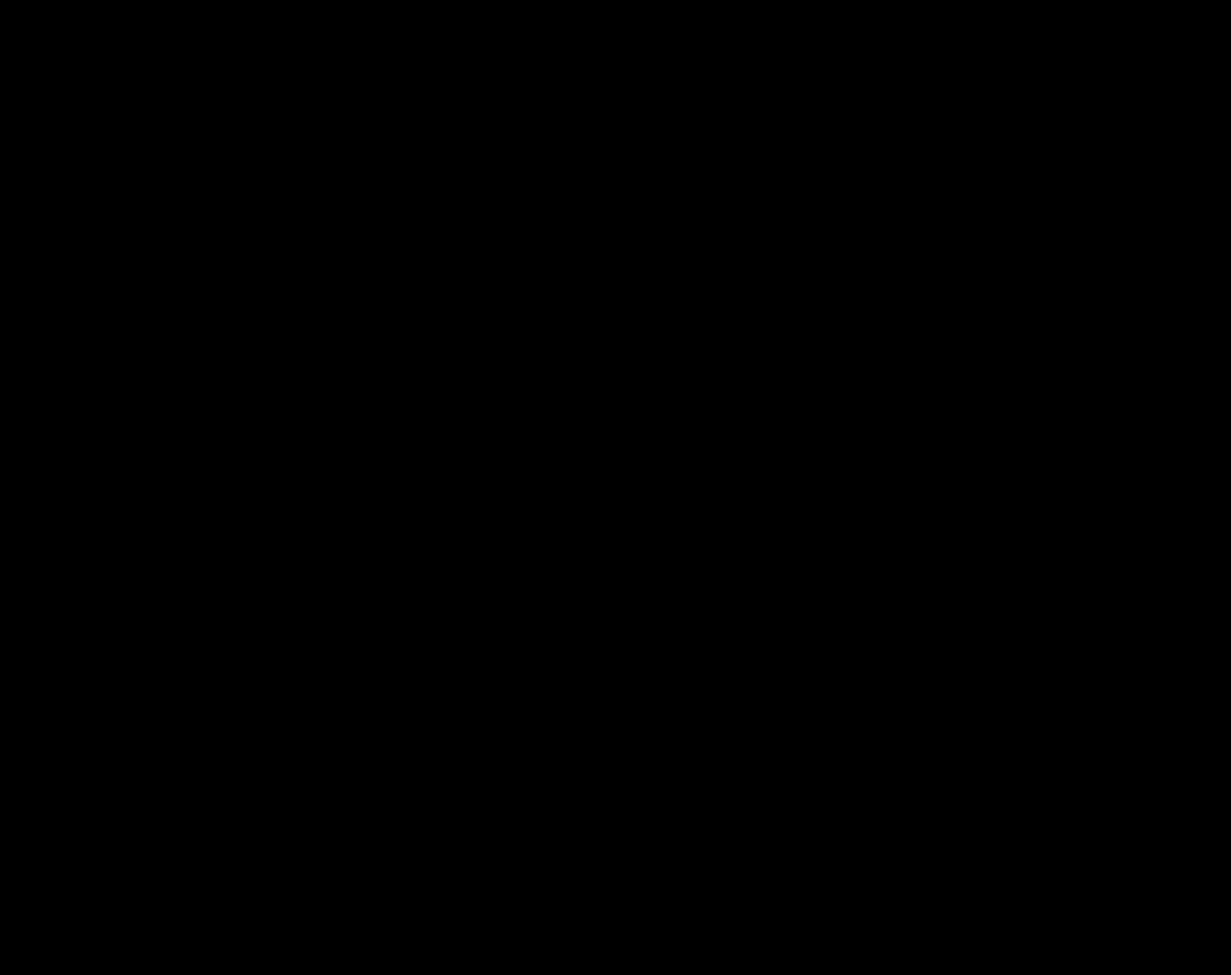
11. **Next Steps:** The Parties will work together expeditiously to obtain preliminary and final approval of this settlement. Plaintiff will prepare the first draft of the long-form settlement agreement and deliver it to counsel for Defendant within 21 calendar days after the date on which this MOU is fully

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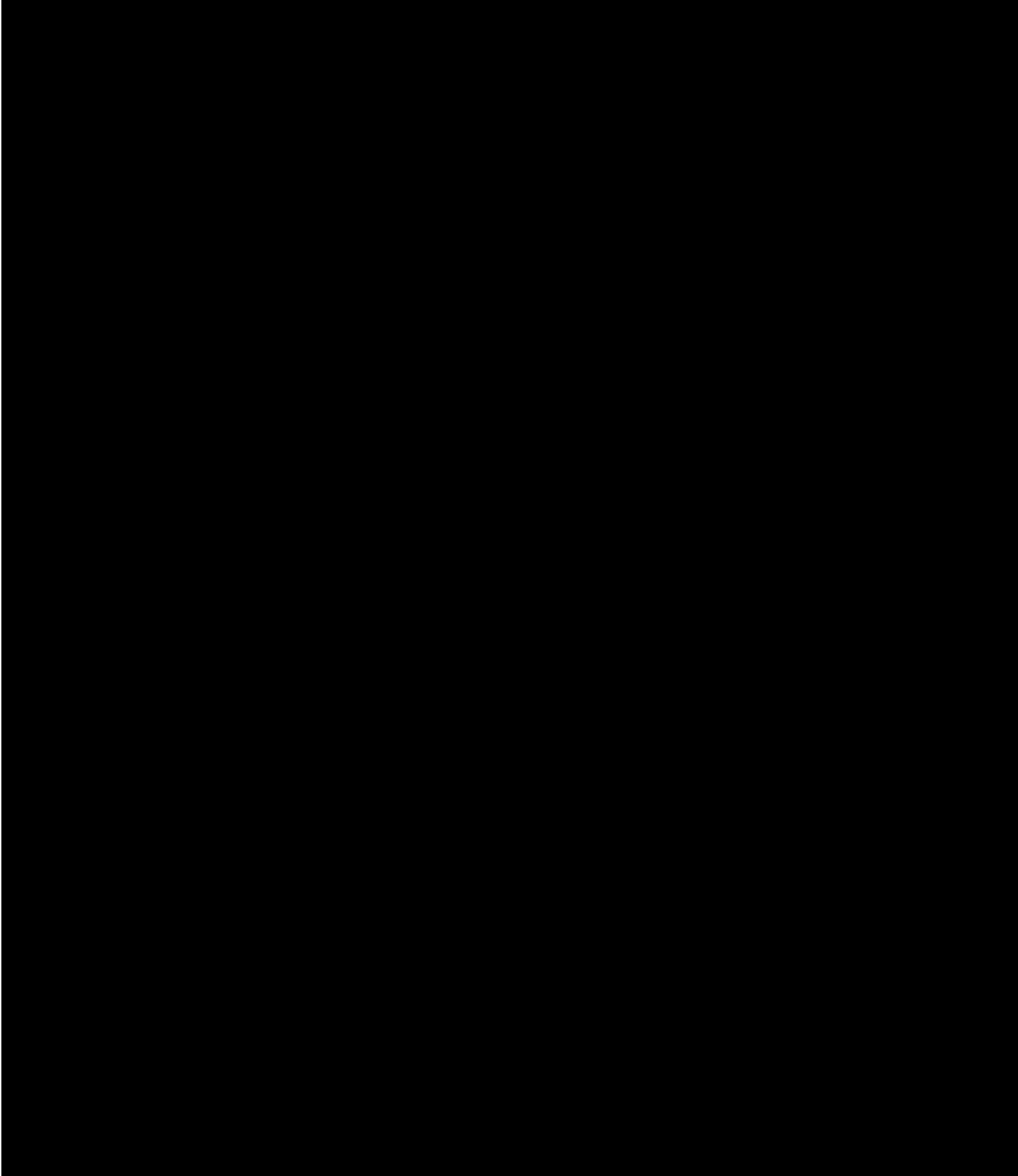
signed, along with the Class Notice. Defendant will provide any changes within two weeks of receipt. Plaintiff will then promptly file a motion for preliminary approval of this settlement. Class certification shall be for settlement purposes only.

12. **Res Judicata**: This settlement and the judgment entered thereon shall have res judicata effect precluding Participating Class Members and Aggrieved Employees from initiating any other proceedings regarding the Class and PAGA Released Claims, which will be set forth in the long form Settlement Agreement and Final Approval Order, subject to Court approval.

13. **Enforceability as to Class and PAGA Settlement**: Any provisions of California Evidence Code §§ 1115-1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this MOU and California Code of Civil Procedure section 664.6, and this MOU is admissible in evidence for purposes of enforcement pursuant to California Evidence Code § 1123.



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Dated: 01/13/2026



Desiree Dunn (Jan 13, 2026 12:56:18 EST)

Plaintiff Desiree Dunn

Dated: _____

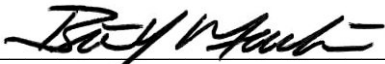
Defendant Suzuki Motor USA, LLC

By: _____ (name)

(title)

APPROVED AS TO FORM:

Dated: 1/23/2026



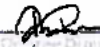
Lauby, Mankin & Lauby LLP
Counsel for Plaintiff

Dated: _____

O'Hagan Meyer
Counsel for Defendant

Desiree Dunn v. Suzuki Motor USA, LLC
Orange County Superior Court Case No. 30-2025-01477567-CU-OE-CXC
Memorandum of Understanding - Settlement Terms

Dated: 01/13/2026



Plaintiff Desiree Dunn

Dated: 01/16/2026

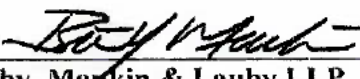


Defendant Suzuki Motor USA, LLC

By: Nobuo Fujii (name)
President (title)

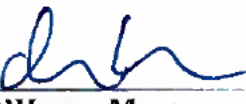
APPROVED AS TO FORM:

Dated: 1/23/2026



Lauby, Markin & Lauby LLP
Counsel for Plaintiff

Dated: 1/30/26



O'Hagan Meyer
Counsel for Defendant

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Dunn v. Suzuki Motor USA, LLC

(Orange County Superior Court, Case No. 30-2025-01477567-CU-OE-CXC)

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all current and former nonexempt (hourly paid) employees of Defendant Suzuki Motor USA, LLC (“Defendant or Suzuki Motor USA”) in California at any time during the Class Period of April 23, 2021 through September 18, 2025 (the “Class Members”).

The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Desiree Dunn v. Suzuki Motor USA, LLC, et al.* (the “Action”). Plaintiff and Class Representative Desiree Dunn (“Plaintiff”) alleges that Suzuki Motor USA failed to: pay all wages due during employment, including minimum wages, overtime wages, and vested vacation; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse business expenses; timely and properly pay final wages upon separation of employment; and issue accurate and complete wage statements. Plaintiff also brings a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period of April 23, 2024, through September 11, 2024 (the “PAGA Period”), including employees with the job title of Financial Consultant and/or a sales individual entitled to earn commission from enrollment of debt resolution clients (the “Aggrieved Employees”).

Suzuki Motor USA denies liability for all claims and contends that its policies and practices comply with the law. The Settlement avoids the costs and risks of continuing the Action; pays money to employees; and releases Defendant from liability from the claims that were or could reasonably have been asserted based on the facts alleged in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to the Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records and the Parties’ current assumptions, the number of Workweeks you are credited with working during the Class Period and/or PAGA Period are shown in the chart below. The settlement amount you may receive will ultimately depend on the total weeks you are credited with working during the Class Period and PAGA Period. (If no Work Weeks are stated for the PAGA Period then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

If you believe that you worked a different number of weeks under any categories above, you can submit a dispute by [REDACTED], 2026 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as a Service Payment and to Plaintiff's attorneys ("Class Counsel") for their requested attorneys' fees and costs. If the

Settlement is approved, the Court will enter an order and judgment that requires Defendant to make payments under the Settlement and bars Class Members and Aggrieved Employees from asserting certain claims against Defendant as described in Question 3 below.

Based on Defendant's records showing that you worked for Defendant during the Class Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED	To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do <u>not</u> wish to participate in the Settlement of Class Claims, you may "opt-out" of the settlement of the Class Claims. You may not opt-out of the settlement of the PAGA claims. If you choose to opt-out of the Settlement of Class Claims, you must submit a Request for Exclusion Form by [REDACTED], 2026 (see Section 6 for more details on how to opt-out). If you opt-out, you cannot object to the Class Settlement, and you will receive no money from the Class Settlement, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are an Aggrieved Employee, you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below.
OBJECT TO THE SETTLEMENT	If you object to the Settlement of Class Claims, you may submit an Objection Form stating why you object to the Settlement by [REDACTED], 2026. You may also orally object at the Final Approval Hearing (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of Workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendant's records will be presumed to be correct, but you may provide evidence to the Administrator showing how many Workweeks you believe that you should be credited, and the Court will render a final decision.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT IS NOT EXPECTED OR REQUIRED	
DATE: [REDACTED], 2026 TIME: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Class Members can object to the Settlement prior to or at the Final Approval Hearing. See Section 8 of this Notice.
1. WHAT IS THE ACTION ABOUT?	

Plaintiff is a former employee of Suzuki Motor USA. On April 23, 2025, Plaintiff filed the Class Action against Defendant, which alleges the following violations of the California Labor Code: (1) failure to pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. Based on the same claims, Plaintiff also brought a claim for civil penalties under the California Private Attorneys' General Act of 2004 (Labor Code

§§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendant. There has been no decision on the merits or a trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations and disputes Plaintiff’s claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$160,000.00 as the Settlement Amount. Defendant has agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount within twenty-one days after the Judgment becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (\$53,333.33) and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 to the Administrator for services administering the Settlement.
- C. Up to \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Pay Periods Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, approximately \$XX will form the Net Settlement Amount which will be disbursed to the Participating Class Members by making Individual Class Payments to Participating Class Members based on the allocation described in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted

as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check(s) by the void date, your check(s) will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, no later than the Response Deadline. See Section 6 of this Notice for details on how to opt-out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Request for Exclusion Forms, Objection Forms (if any) and disputes over Weeks Worked. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. Upon the Effective Date occurring, and after the Court's Judgment is final and Defendant fully funding the Settlement Amount, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. "Released Class Claims" means all claims arising out of the claims expressly pleaded in the operative Complaint and all amendments thereto, and all claims, that reasonably could have been asserted based on the facts alleged in the operative Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay sick pay; and (10) unfair and unlawful competition, as well as related claims arising under state, federal, or local law, the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were based on the facts or claims alleged in the Complaint. The time period governing the Released Class Claims shall be the Class Period.

As used herein, "Released Parties" means Defendant and its parents, subsidiaries, directors, owners, shareholders and officers.

10. Release of Released PAGA Claims. Upon the Effective Date occurring, and after the Court's Judgment is final and Defendant has fully funded the Settlement Amount, Plaintiff – in her individual capacity and on behalf of the State of California, the LWDA and Aggrieved Employees – will be deemed to have released and discharged the Released Parties from the Released PAGA Claims for the PAGA Period. "Released PAGA Claims" means the PAGA claims for civil penalties based upon all underlying wage and hour claims alleged in the operative Complaint and PAGA Notice Letter(s) filed with the LWDA, and all amendments thereto, as well as all other PAGA claims that reasonably could have been asserted based on the facts alleged or premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period, (8) failure to timely pay wages upon separation of employment, (9) failure to provide accurate itemized wage statements, (10) failure to pay sick pay, and (11) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq., whether arising out of state, federal or local law, California Labor Code, Wage Orders or regulations that are based on the facts or claims alleged

in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, i.e., Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until [REDACTED], 2026 ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputes based on your submission and on input from Class Counsel and Defendant's Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. You cannot appeal or otherwise challenge the Court's final decision.

5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. Defendant has agreed to fund the Settlement Amount approximately 15 days after the judgment is final. Upon receipt of the funds, the Administrator will send, by U.S. mail, a check to every Participating Class Member and Aggrieved Employee approximately ten (10) days after receipt of payment.

2. Aggrieved Employees Only. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, one check containing your Individual PAGA Payment. Even if an Aggrieved Employee does not cash the settlement check, the Aggrieved Employee will be bound by the PAGA Released Claims.

3. Individual payments will be mailed to Participating Class Members and Aggrieved Employees only if the Court grants Final Approval of the Settlement and Defendant timely funds the Settlement Amount. The dates above are estimates; the dates after the Final Approval Hearing on which the above actions will take place will depend on several factors, including whether any Class Member objects to the Settlement or appeals the Court's Final Approval.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself from the Class Settlement by completing and mailing to the Administrator the enclosed Request for Exclusion Form, postmarked no later than [REDACTED], 2026.

Any Class Member who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under the Class Settlement, including the right to object to, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims; and (4) will not be bound by this Settlement, or the Judgment, except as to the release of PAGA claims in which case you remain eligible to receive a PAGA payment even if you opt-out.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments even if they opt-out of the Class Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2026 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection on the enclosed Objection Form, and should include the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection should include the name and address of your attorney. The objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2026.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be prepared to inform the Court to what you object, why you object, and any facts that support your objection(s). See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2026, at _____ a.m./p.m., the Court will hold a public hearing in Department CX101 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Payment. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement, you can, but do not need to, appear at the hearing and do not need to take any other action. Class Counsel will answer any questions that the Judge may have.

9. HOW CAN I GET MORE INFORMATION?

For your convenience, the Administrator has uploaded key case documents (including the Settlement Agreement, the Class Notice Packet, Motion for Preliminary Approval, and Orders granting Preliminary Approval, Final Approval, and the Judgment) for this case to the following website: **INSERT URL HERE**. The website will be active for at least 180 days.

If you have questions about this Notice, the process to opt-out or object, or the Settlement, or if you did not receive this Notice in the mail but obtained it through other means and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Additionally, should you desire any additional information, or if you wish to communicate directly with Class Counsel or Defendant's Counsel, you may contact them at the contact information noted here:

Settlement Administrator	Class Counsel	Defendant's Counsel
Name Mailing Address Telephone Number Case Website	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Soojin Kang, Esq. <i>skang@ohaganmeyer.com</i> Alison Korgan, Esq. <i>akorgan@ohaganmeyer.com</i> O'HAGAN MEYER LLP 550 S. Hope Street, #2400 Los Angeles, CA 90071 Tel: (213) 647-0005

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on [REDACTED], 2026 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I DO NOT GET OR LOSE MY SETTLEMENT CHECK(S)?

The settlement check(s) will automatically expire 180 days after the check(s) is mailed. If you do not receive or do not cash any check, you may contact the Administrator to request that the check(s) be reissued so long as more than 180 days from the mailing of the third check has not passed. For any payments that are not cashed within 180 days of the third and final payment, the payment will be void and a stop-payment will be issued on any outstanding checks, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the recipient. Contact the California State Controller's Office for information on how to claim uncashed funds.

11. WHAT IF MY ADDRESS HAS CHANGED?

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

REQUEST FOR EXCLUSION FORM

Dunn v. Suzuki Motor USA, LLC

Orange County Superior Court, Case No. 30-2025-01477567-CU-OE-CXC

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE, AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Dunn v. Suzuki Motor USA, LLC* (Orange County Superior Court Case No. 30-2025-01477567-CU-OE-CXC). I understand that, by excluding myself from the settlement, I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2026

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

DISPUTE FORM

Dunn v. Suzuki Motor USA, LLC

Orange County Superior Court, Case No. 30-2025-01477567-CU-OE-CXC

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendant Suzuki Motor USA, LLC (“Defendant”) and reflect the time that you performed work for Defendant during the applicable periods:

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 4/23/2021 to 9/18/2025	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Pay Periods Worked from 4/23/2024 to 9/18/2025	INSERT

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- *DO NOT RETURN THIS FORM.*

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF WORKWEEKS AND/OR PAY PERIODS LISTED ABOVE.

Please state why you believe that you should be credited with more Weeks Worked or Pay Periods than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Administrator will consider your evidence and attempt to resolve your dispute, but the Court will render a final decision.

Signed on _____, 2026 [NAME] _____

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

<u>Administrator:</u>
Name Mailing Address Telephone Number