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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

BRIAN LOZA, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

HIDDEN VALLEY INVESTMENTS, INC., dba
QUALITY CHEVROLET and QUALITY
CHEVROLET COMMERCIAL TRUCK, a
California Corporation; and DOES 1 through 100,

Defendants.

Case No.: 24CU009062C

*[Case Assigned for all purposes to the Hon.
Katherine A. Bacal; Dept. C-63]*

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: April 10, 2026
Time: 1:30 p.m.
Dept.: C-63

Action Filed: September 3, 2024
Trial Date: None Set

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Loza v. Hidden Valley Investments, Inc.*
6 *dba Quality Chevrolet, et al.* matter. On behalf of both Apex and myself, I possess the authority to issue
7 this declaration. I am personally acquainted with the information contained herein, and in the event of
8 being summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Class Action Settlement*, *Notice of Settlement Payment*, and *Request for Exclusion*, in English and
21 Spanish (referred to as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving
22 disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants
23 during the Class Period, as stated on their individualized Class Notice; (d) calculating individual
24 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
25 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and
26 other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms
27 of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as
28 ordered by the Court for Apex to perform.

1 4. On November 20, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On December 9, 2025, Counsel for the Defendants provided Apex with the Class List file,
5 comprising the names, social security numbers, last known mailing addresses, dates worked for
6 Defendants during the Class Period and PAGA Period, and the total number of relevant workweeks
7 worked by each Settlement Class Member. The Class List was successfully uploaded to our database,
8 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
9 List consisted of a total of 171 individuals.

10 6. In preparation for the mailing process, all 171 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
14 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
16 However, in cases where no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Class Notice.

18 7. On December 30, 2025, the Class Notice was sent to all 171 individuals listed in the Class List
19 via U.S First Class Mail. A true and correct copy of the mailed Class Notice is attached as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 12 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 12 returned Class Notices in an attempt
22 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining nine (9) updated addresses, to which we promptly re-mailed the Class Notices via U.S First
24 Class Mail.

25 9. As of the date of this declaration, three (3) Class Notices have been considered undeliverable as
26 no updated address was found as a result of skip tracing.

27 10. As of the date of this declaration, Apex has received two (2) Requests for Exclusion from
28 Jonathan S. Desmarais and Arnel Charlemagne. The deadline for submitting a request for exclusion from

1 the Settlement was February 13, 2026. True and correct copies of the redacted Request for Exclusions
2 submitted by Jonathan S. Desmarais and Arnel Charlemagne are attached hereto as **Exhibit B**.

3 11. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was February 13, 2026.

5 12. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was February 13, 2026.

7 13. On February 10, 2026, pursuant to Defense Counsel's request, an individual that was
8 inadvertently included on the Class List was removed because this individual was the owner of the
9 company and thus did not meet the definition of a Class Member. Accordingly, Apex removed this
10 individual from the Class List as the individual is not eligible for an Individual Settlement Payment or
11 Individual PAGA Payment.

12 14. As of the date of this declaration, after the removal of one individual from the original 171-person
13 Class List because that individual was not a Class Member, and after accounting for the two opt-outs,
14 Apex reports 168 Participating Class Members out of 170 Settlement Class Members, which constitutes
15 98.82% of the Settlement Class.

16 15. The total number of workweeks worked by Participating Class Members during the Class Period
17 is 9,734. The Net Settlement Amount available to Participating Class Members is estimated to be
18 \$118,661.48 and was calculated by subtracting the requested attorneys' fees (\$94,500.00), the amount
19 requested for litigation costs and expenses (\$19,848.52), the requested Class Representative Enhancement
20 Payment (\$10,000.00), the requested Settlement Administration Costs (\$6,990.00), and the entire amount
21 designated as PAGA penalties (\$20,000.00) from the Gross Settlement Amount (\$270,000.00).

22 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
23 estimated to be approximately \$1,328.76, the *average* Individual Settlement Payment is currently
24 estimated to be approximately \$706.32, and the *lowest* Individual Settlement Payment is currently
25 estimated to be approximately \$12.19. These amounts are subject to employee-side tax and withholdings.

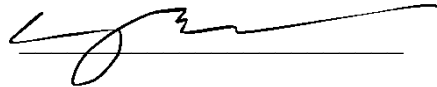
26 17. Pursuant to the Agreement, 35% of the \$20,000.00 allocated to PAGA penalties, or \$7,000.00,
27 will be allocated to Aggrieved Employees regardless of whether they opt out of the Class settlement.
28

1 Aggrieved Employees cannot opt out of the PAGA settlement. There are 170 Aggrieved Employees who
2 worked a total of 9,837.00 weeks during the PAGA Period.

3 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$77.56, the
4 *average* Individual PAGA Payment is approximately \$41.18, and the *lowest* Individual PAGA Payment
5 is approximately \$0.71.

6 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
7 and anticipated expenses, amount to \$6,990.00. Apex will proceed with additional tasks related to this
8 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
9 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
10 upon by the Parties or ordered by the Court for Apex to undertake.

11 I declare under penalty of perjury under the laws of the State of California and the United States
12 that the foregoing is true and correct, and that this Declaration was executed this 9th day of March 2026
13 in Irvine, California.

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17 STACEY SHIM
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EXHIBIT A

Loza v. Hidden Valley Investments, Inc., dba Quality Chevrolet and
L&L Investments, Inc. dba Quality Chevrolet
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619



Apex ID: 25QUCH003 T1__PC5



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BRIAN LOZA, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

HIDDEN VALLEY INVESTMENTS, INC., dba
QUALITY CHEVROLET and QUALITY
CHEVROLET COMMERCIAL TRUCK, a California
Corporation,

Defendants.

Case No. 24CU009062C

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former hourly-paid and/or non-exempt employees as well as those individuals who fall under the salesperson exemptions, who worked for Defendants Hidden Valley Investments, Inc. dba Quality Chevrolet and L&L Investments, Inc. dba Quality Chevrolet ("Defendants") in the State of California at any time from September 3, 2023, through September 26, 2025 (the "Class Period")

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

You may be entitled to money from this Settlement. Defendants' records show you were employed as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.



This Notice describes the class and representative action lawsuit identified above ("Action"), informs you of the terms of the Settlement, explains your rights, and outlines how to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself and the Court grants final approval, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at www.apexclassaction.com/qualitychevrolet.

What is this case about?

Plaintiff Brian Loza ("Plaintiff") brought this Action against Defendants, asserting claims on behalf of all Settlement Class Members. Plaintiff is the "Class Representative." Plaintiff's attorneys, who also represent all Settlement Class Members, are "Class Counsel."

In the Action, Plaintiff alleges that Defendants (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3) failed to provide meal periods or compensation in lieu thereof, (4) failed to authorize and permit rest periods or provide compensation in lieu thereof, (5) failed to reimburse necessary business expenses, (6) failed to issue accurate itemized wage statements, (7) failed to timely pay all wages due or final wages due and consequent penalties; (8) failure to provide sick pay; (9) failure to keep and maintain accurate payroll records; (10) engaged in unfair competition, and (11) are liable for civil penalties under the Private Attorneys General Act ("PAGA").

Defendants deny wrongdoing and further deny that the Action is appropriate for class treatment other than for purposes of the Settlement. Defendants further deny owing Settlement Class Members any wages, restitution, penalties, or other damages. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever. In addition, Defendants contend that Class Members are subject to enforceable individual written arbitration agreements with Defendants that contain valid class action waivers. The Settlement is a compromise of disputed claims and is not an admission of liability by Defendants, who deny all liability.

The Court has not ruled on the merits of Plaintiff’s claims. To avoid additional expense, inconvenience, and business disruption, the parties agreed that it is in their best interests to settle the Action on the terms described in this Notice. After Defendants provided relevant information to Class Counsel, the parties reached the Settlement through mediation and negotiations.

The Class Representative and Class Counsel support the Settlement. Reasons for their support include Defendants’ potential defenses, the risk of denial of class certification, the risks of trial, and the delays and uncertainties of continued litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants’ policies prohibit unlawful retaliation. Defendants will not take adverse action, retaliate, or discriminate against any Settlement Class Member because of his or her decision to participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff and Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Aden M. Khachadorian (SBN 346908) akhachadorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	Attorneys for Defendants: FISHER & PHILLIPS LLP Christian Baran (SBN 158603) cbaran@fisherphillips.com Kyley Murer (SBN 328476) kmurer@fisherphillips.com 2050 Main Street Suite 1000 Irvine, California 92614 Tel: (213) 330-4500 Fax: (213) 330-4501
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What are the terms of the Settlement?

On November 14, 2025, the Court preliminarily certified, for settlement purposes only, a class of all current and former hourly-paid and/or non-exempt employees as well as those individuals who fall under the salesperson exemptions, of Defendants in California who worked during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants, as described below in the “Release” section.

Defendants agreed to pay \$270,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action. This amount includes payments to Settlement Class Members, attorneys’ fees and costs, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the Class Representative’s enhancement payment.

Defendants will fund the Gross Settlement Amount with the Settlement Administrator within sixty (60) calendar days after the Effective Date. The Effective Date is defined as when all of the following events have occurred: (1) the Settlement Agreement has been executed by all parties, Class Counsel, and Defendants’ Counsel; (2) the Court has granted preliminary approval of the Settlement; (3) the Class Notice has been mailed to Class Members, providing them an opportunity to object to the terms of the Class Settlement or opt out of the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and either: (a) no objections to the Settlement were filed prior to the Final Approval Hearing or made at the Final Approval Hearing, in which case the Effective Date shall be the date the Court enters the Final Approval Order and Judgment; or (b) any objections to the Settlement were filed or made at the Final Approval Hearing, in which case the Effective Date shall be the later of: (i) five (5) business days after the deadline to file any appeal, writ, or other appellate challenge to the Final Approval Order and Judgment has passed without any such filing; or (ii) five (5) business days after any such appellate proceeding has been finally resolved or dismissed with no further right to seek review.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court approved Apex Class Action Administration as the “Settlement Administrator” who is sending this Notice and will perform other duties related to the Settlement. The Court further approved up to \$6,990.00 of the Gross Settlement Amount to be set aside to cover administration costs.

Attorneys’ Fees and Costs. Class Counsel have prosecuted the Action on behalf of Settlement Class Members on a contingency basis, without payment to date, and have paid all litigation costs. The Court will determine the amount awarded as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members will not be personally responsible for any attorneys’ fees or costs.

Class Counsel will request fees of up to 35% of the Gross Settlement Amount (estimated at \$94,500.00) as compensation for work performed and to be performed through finalization. They will also request reimbursement of up to \$30,000.00 for verified litigation costs.

Class Representative's Enhancement Payment. Class Counsel will ask the Court to award \$10,000.00 to Plaintiff as an enhancement payment for service and additional work performed on behalf of Settlement Class Members.

PAGA Payment to the State of California. The parties agreed to allocate \$20,000.00 of the Gross Settlement Amount to PAGA penalties. Under Labor Code § 2699(m), 65% (\$13,000.00) will be paid to the LWDA and 35% (\$7,000.00) to individuals with PAGA standing ("PAGA Members") as part of the Net Settlement Amount.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts, the remaining balance of the Gross Settlement Amount will form the Net Settlement Amount. The Net Settlement Amount will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$108,510.00.

The Net Settlement Amount will be distributed as follows:

- (i) The 35% share of PAGA penalties (\$7,000.00) will be distributed to PAGA Members in proportion to the number of pay periods he or she worked for Defendants in California at any time from September 3, 2023, through September 26, 2025 (the "PAGA Period"), compared to the total pay periods worked by all PAGA Members during the PAGA Period.
- (ii) The remainder of the Net Settlement Amount will be distributed to participating Settlement Class Members based on their proportionate workweeks during the Class Period. Each share will be calculated by multiplying the remaining Net Settlement Amount by a fraction, with the numerator being the Settlement Class Member's total workweeks and the denominator being the total workweeks of all participating Settlement Class Members during the Class Period.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each Settlement Class Member must cash the settlement check within 180 days of mailing. Funds from uncashed checks after 180 days will be transmitted by the Settlement Administrator to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Member.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as eighty percent (80%) penalties and interest and twenty percent (20%) wages. The Settlement Administrator will issue an IRS Form 1099 for the penalties and interest portion and an IRS Form W-2 for the wages portion. Payments to PAGA Members will be allocated entirely (100%) to penalties and reported on IRS Form 1099. The Settlement Administrator will calculate and withhold all employee-share employment taxes and other required withholdings from the wages portion.

Release. If the Court approves the Settlement, Plaintiff and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Defendants, and all of their past, present, and future predecessors, successors, officers, directors, employees and agents (collectively "Released Parties") from all claims and allegations made in the operative complaint in the Action or Plaintiff's letter to the LWDA dated September 3, 2024, or which could have been pled based on the factual allegations therein, that arose during the Class Period (collectively the "Released Claims"). The period of the Released Claims will mirror the Class Period.

Plaintiff and PAGA Members, regardless of whether they opt-out of the Settlement as Class Members, will release and forever discharge Defendants and the Released Parties from all PAGA claims (Labor Code § 2698 *et seq.*) and consequent civil penalties that are based on the Labor Code violations made in the operative complaint in the Action or Plaintiff's letter to the LWDA dated September 3, 2024, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Release"). PAGA Members will not be provided with the opportunity to opt out of this PAGA Release. The period of the PAGA Release will mirror the PAGA Period.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will receive your Individual Settlement Payment, which has been calculated for you under the formula described above and is shown in the accompanying Notice of Settlement Payment. You will also be bound by the Settlement, including the release of claims described above.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your estimated payment is based on the proportionate number of workweeks and pay periods you worked for Defendants during the Class Period and PAGA Period. Defendants' records, along with your estimated Individual Settlement Payment, are listed in the accompanying Notice of Settlement Payment. If you disagree with this information, you may submit a written dispute with supporting documentation in accordance with the procedures described in the Notice. Disputes with supporting documentation must be postmarked no later than February 13, 2026. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR KEPT.**

The parties and the Settlement Administrator will review all timely submitted disputes and supporting documentation and will make good faith efforts to resolve them.

Exclude Yourself from the Settlement. If you do not wish to take part in the Settlement, you may exclude yourself by sending the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" postmarked no later than February 13, 2026. The request must include your name, address, telephone number, and your signature.

The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *LOZA V. HIDDEN VALLEY INVESTMENTS INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 24CU009062C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT.”

Send the Request for Exclusion to the Settlement Administrator at PO Box 54668. Irvine, CA 92619. Anyone who submits a timely Request for Exclusion will no longer be a Settlement Class Member, will be barred from participating in the Class Action Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you submit both, the Request for Exclusion will be invalid, you will remain in the Settlement Class, and you will be bound by its terms.

PAGA Members may not opt out of the release of PAGA claims. They will receive payment for their share of PAGA penalties even if they request exclusion from the Settlement and do not receive the class portion of their Individual Settlement Payment.

Objecting to the Settlement. You have the right to object to the Settlement. If the Court rejects your objection, you will still be bound by the Settlement. To object, you must mail a written objection to the Settlement Administrator, who will serve all objections on Class Counsel and Defendants’ Counsel and file them with the Court. Your written objection must include your name, current address, telephone number, and signature; the contact information for any attorney representing you; the case name and number; each specific reason for your objection; and all factual and legal bases for your objection, including all supporting papers, briefs, written evidence, declarations, and/or other documentation. All objections must be postmarked on or before February 13, 2026.

You may also appear at the Final Approval Hearing scheduled for April 10, 2026, in Department C-63 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. The Court may change the location, date, or time without further notice. You may contact Class Counsel to confirm the hearing details if you plan to appear. You have the right to appear in person or through your own attorney, whether or not you submit a written objection. If you object, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by it the same as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 10, 2026 in Department C-63 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. The Court may change the location, date, or time without further notice. You may contact Class Counsel to confirm the hearing details. At the hearing, the Court will also rule on Class Counsel’s request for attorneys’ fees, reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator’s costs, and the allocation of PAGA penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice provides a summary of the Action and the Settlement. For more information, you may view the docket online at <https://odyroa.sdcourt.ca.gov/Cases> by entering the case number 24CU009062C. You may also contact Class Counsel using the information above.

PLEASE DO NOT CALL OR WRITE TO THE COURT, DEFENDANTS, OR THEIR ATTORNEYS ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline to submit any Disputes, Requests for Exclusion, or Objections is February 13, 2026.

REQUEST FOR EXCLUSION FORM

LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.
San Diego County Superior Court
Case No. 24CU009062C

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM, POSTMARKED ON OR BEFORE FEBRUARY 13, 2026, ADDRESSED AS FOLLOWS:

APEX CLASS ACTION
Brian Loza v. Hidden Valley Investments, Inc. et al.
SETTLEMENT ADMINISTRATOR
PO BOX 54668. IRVINE, CA 92619

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Brian Loza v. Hidden Valley Investments, Inc., et al.*, San Diego County Superior Court Case No. 24CU009062C.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *LOZA V. HIDDEN VALLEY INVESTMENTS INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 24CU009062C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.

I UNDERSTAND I MAY STILL BE ENTITLED TO RECEIVE A PAYMENT FOR MY SHARE OF THE PAGA PENALTIES AS DESCRIBED IN THE ACCOMPANYING NOTICE OF CLASS ACTION SETTLEMENT AND NOTICE OF SETTLEMENT PAYMENT AND WILL BE DEEMED TO HAVE WAIVED THE PAGA CLAIMS AGAINST DEFENDANTS AND RELEASED PARTIES.

Name Telephone Number

Address

Date Signature

NOTICE OF SETTLEMENT PAYMENT
LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.
SAN DIEGO COUNTY SUPERIOR COURT
CASE NO. 24CU009062C

Please complete, sign, date, and return this form to PO BOX 54668. IRVINE, CA 92619 **ONLY IF** (1) your contact information has changed or (2) you wish to dispute any information in Section (III) below. You are responsible for keeping your current address on file with the Settlement Administrator.

(I) Please type or print your full name:

(First, Middle, Last)

(II) Please provide the following information if your contact details have changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendants' records:

- (a) You worked 26.00 workweeks during the Class Period.
- (b) Settlement Class Members worked a total of 9,896 workweeks during the Class Period.
- (c) You worked 26.00 pay periods during the PAGA Period.
- (d) PAGA Members worked a total of 9,896 pay periods during the PAGA Period.

Based on this information, your Individual Settlement Payment is estimated at \$285.09 and your PAGA Payment is estimated at \$18.39.

(IV) If you disagree with any of the information listed in items (a) through (d) of Section (III), explain below and include copies of any supporting documentation with this form:

If you dispute the information in Defendants' records, those records will control unless you provide documentation showing they are mistaken. If a dispute cannot be resolved informally, the Parties and the Settlement Administrator will address it as described in the Class Notice. Any unresolved disputes will be submitted to the Court for final determination.

ANY DISPUTES WITH SUPPORTING DOCUMENTATION MUST BE POSTMARKED NO LATER THAN FEBRUARY 13, 2026

Signature: _____

Date: _____

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SAN DIEGO

BRIAN LOZA, como persona individual y en nombre
de otros en situación similar,

Demandante,

vs.

HIDDEN VALLEY INVESTMENTS, INC., dba
QUALITY CHEVROLET y QUALITY
CHEVROLET COMMERCIAL TRUCK, una
Compañía en California ,

Demandados.

Caso No. 24CU009062C

**AVISO DE ACUERDO DE DEMANDA
COLECTIVA**

Para: Todos los empleados no exentos y/o pagados por hora, pasados y actuales, como también personas que entran dentro de las exenciones de vendedores, que trabajaron para los Demandados Hidden Valley Investments, Inc. dba Quality Chevrolet y L&L Investments, Inc. dba Quality Chevrolet (“Demandados”) en el estado de California, en cualquier momento del 3 de septiembre de 2023 al 26 de septiembre de 2025 (el “Período de Clase”).

**POR FAVOR, LEA CON CUIDADO ESTE AVISO
ESTE AVISO SE LE PROPORCIONA EN INGLÉS Y ESPAÑOL
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, SEA ACTÚE O NO**

Puede tener derecho a un pago bajo este Acuerdo. Los registros de los Demandados muestran que usted fue contratada como empleado/a no exento/a en California durante el Período de Clase. El Tribunal ordenó que este Aviso se le envíe, ya que puede tener derecho a un pago bajo el Acuerdo y porque este mismo puede afectar sus derechos legales.



Este Aviso describe la demanda colectiva y representativa identificada en la parte superior (“Demanda”), le informa sobre los términos del Acuerdo, explica sus derechos y define cómo participar, objetar o excluirse del Acuerdo. Si no se excluye y el Tribunal otorga la aprobación final, será vinculado por los términos del Acuerdo y por cualquier sentencia final. El Aviso de la sentencia final será publicado en línea en www.apexclassaction.com/qualitychevrolet

¿De qué se trata el caso?

El Demandante Brian Loza (“Demandante”) presentó esta Demanda contra los Demandados, exigiendo reclamaciones en nombre de todos los Miembros de Clase del Acuerdo. El Demandante es el “Representante de Clase”, sus abogados, quienes también representan a todos los Miembros de Clase del Acuerdo, son los “Abogados de Clase”.

En la Demanda, el Demandante sostiene que los Demandados (1) no pagó el salario mínimo, (2) no pagó las horas extras, (3) no proporcionó períodos de comida o compensación en su lugar, (4) no autorizó ni permitió períodos de descanso ni proporcionó compensación en su lugar, (5) no reembolsó los gastos comerciales necesarios, (6) no emitió recibos de salario detallados y precisos, (7) no pagó puntualmente todos los salarios adeudados o los salarios finales adeudados y las sanciones consiguientes; (8) no proporcionó la prestación por enfermedad; (9) no mantuvo y conservó registros precisos de nóminas; (10) participó en competencia desleal, y (11) son responsables por sanciones civiles bajo la Ley de Procuradores Generales Privados (“PAGA”).

Los Demandados niegan haber cometido ningún delito y que la Demanda no es apropiada para tratamiento colectivo distinto de los propósitos del Acuerdo. Los Demandados niegan también deudas con los Miembros de Clase del Acuerdo sobre salarios, restitución, sanciones u otros daños. Nada en este Aviso Colectivo o en el Acuerdo, o ninguna acción que cumplir con los términos del Acuerdo significa que los Demandados admiten culpa, pena, negligencia, delito o responsabilidad. Además, los Demandados sostienen que los Miembros de Clase están sujetos a los acuerdos de arbitraje individuales, escritos y ejecutables, con los Demandados, que contienen renunciaciones válidas a demandas colectivas. El Acuerdo es un compromiso de las reclamaciones en disputa y no constituye una admisión de responsabilidad por parte de los Demandados, quienes rechazan toda responsabilidad.

El Tribunal no ha dictado sentencia en las reclamaciones del Demandante. Para evitar gastos adicionales, inconvenientes y interrupción comercial, las partes han aceptado que es en su mejor interés conciliar la Demanda en los términos descritos en este Aviso. Luego de que los Demandados brindaron información a los Abogados de Clase, las partes alcanzaron el Acuerdo mediante mediación y negociaciones.

El Representante de Clase y los Abogados de Clase apoyan el Acuerdo. Las razones de su apoyo incluyen las defensas potenciales de los Demandados, el riesgo de la negación de una certificación de clase, los riesgos de un juicio, así como los atrasos e incertidumbres de una litigación prolongada.

Si usted aún continúa trabajando para los Demandados, su decisión sobre participar del Acuerdo no le afectará. La Ley de California y las políticas de los Demandados prohíben las acciones de represalia ilegales. Los Demandados no tomarán ninguna acción adversa contra o dirigirán o discriminarán a ningún Miembro de Clase del Acuerdo por su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados para el Demandante y Miembros de Clase del Acuerdo: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Aden M. Khachadoorian (SBN 346908) akhachadoorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	Abogados para Demandados: FISHER & PHILLIPS LLP Christian Baran (SBN 158603) cbaran@fisherphillips.com Kyley Murer (SBN 328476) kmurer@fisherphillips.com 2050 Main Street Suite 1000 Irvine, California 92614 Tel: (213) 330-4500 Fax: (213) 330-4501
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¿Cuáles son los términos del Acuerdo?

El 14 de noviembre de 2025, el Tribunal certificó preliminarmente, solamente para propósitos del acuerdo, una clase de todos los empleados pasados y actuales pagados por hora y/o no exentos, así como aquellas personas que entran dentro de las exenciones de vendedores para los Demandados en California que trabajaron durante el Período de Clase. Los Miembros de Clase del Acuerdo que no envíen una solicitud a tiempo de Exclusión del Acuerdo en virtud de los procedimientos establecidos en este Aviso, estarán vinculados por el Acuerdo y liberarán sus reclamaciones contra los Demandados, como se describen más adelante en la sección de “Exoneración”.

Los Demandados han aceptado pagar \$270,000.00 (el “Monto Máximo del Acuerdo”) para resolver por completo todas las reclamaciones en la Demanda. Esta cantidad incluye los pagos a los Miembros de Clase del Acuerdo, costos de abogados, costos de administración, pago a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) por su parte en las sanciones de PAGA y el pago de incentivo al Representante de Clase.

Los Demandados financiarán el Monto Máximo del Acuerdo con el Administrador durante los primeros sesenta (60) días calendario posteriores a la Fecha de Vigor. La Fecha de Vigor es definida cuando todos los siguientes eventos han sucedido: (1) el Acuerdo de Conciliación ha sido ejecutado por todas las partes, los Abogados de Clase y los Abogados Defensores; (2) el Tribunal ha otorgado aprobación preliminar del Acuerdo; (3) el Aviso Colectivo ha sido enviado a los Miembros de Clase, brindándoles la oportunidad de objetar a los términos del Acuerdo Colectivo o de excluirse del mismo; (4) el Tribunal ha llevado a cabo una Audiencia de Aprobación Final y ha otorgado una Orden de Aprobación Final y Sentencia; y cualquiera de estas dos; (a) no se presentaron objeciones al Acuerdo antes de la Audiencia de Aprobación Final o no se realizaron objeciones en dicha audiencia, en tal caso la Fecha de Vigor debe ser la fecha en la que el Tribunal emita la Orden de Aprobación Final y Sentencia; o (b) no se presentaron objeciones al Acuerdo antes de la Audiencia de Aprobación Final o no se realizaron objeciones en dicha audiencia, en tal caso la Fecha de Vigor será la última de las siguientes fechas: (i) cinco (5) días hábiles después de la fecha límite para presentar cualquier apelación, mandato u otra impugnación extraordinaria a la Orden de Aprobación Final y la Sentencia ha transcurrido sin que se haya presentado ninguna solicitud de este tipo; o (ii) cinco (5) días hábiles después de cualquier dicho procedimiento de apelación ha sido finalmente resuelto o desestimado sin derecho a solicitar una revisión posterior.

Las siguientes deducciones del Monto Máximo del Acuerdo serán solicitadas por las partes:

Costos de Administración del Acuerdo. El Tribunal ha aprobado a Apex Class Action como “Administrador del Acuerdo”, quien enviará este Aviso a usted y realizará otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado hasta \$6,990.00 del Monto Máximo del acuerdo para cubrir los costos de administración.

Costos de abogados. Los Abogados de Clase han procesado la Acción en nombre de los Miembros de Clase del Acuerdo con base en contingencia de precios (eso significa, sin recibir ningún pago hasta la fecha) y han incurrido en todos los gastos de litigación y costos. El Tribunal determinará el monto actualmente otorgado a los Abogados de Clase como gastos de abogados, que se pagarán del Monto Total del Acuerdo. Los Miembros de Clase del Acuerdo no son personalmente responsables de ningún gasto ni costo de los Abogados de Clase. Los Abogados de Clase solicitarán hasta un 35 % del Monto Máximo del Acuerdo (estimado en \$94,500.00) como compensación razonable por el trabajo realizado por los Abogados de Clase, y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados de Clase también solicitarán un reembolso de hasta \$30,000.00 por los costos de litigación verificados.

Incentivo por el Servicio de Representación de Clase. Los Abogados de Clase solicitarán al Tribunal que otorgue al Representante de Clase un Incentivo de Servicio por un monto de \$10,000.00, a fin de compensarle por sus servicios y trabajos adicionales prestados en nombre de los Miembros de Clase del Acuerdo.

Pago al Estado de California. Las Partes han aceptado asignar \$20,000.00 del Monto Máximo del Acuerdo para las sanciones de PAGA, bajo el Código Laboral § 2699(m), un 65 % (\$13,000.00) será pagado a la LWDA y un 35 % (\$7,000.00) a las personas con PAGA vigente (“Miembros de PAGA”) como parte del Monto Neto del Acuerdo.

Cálculo de los Pagos Individuales de los Miembros de Clase del Acuerdo Participante. Al deducir los montos aprobados por el Tribunal anteriores, el saldo del Monto Máximo del Acuerdo constituirá el Monto Neto del Acuerdo y se distribuirá entre todos los Miembros de Clase del Acuerdo que no envíen una Solicitud de Exclusión válida y a tiempo. El Monto Neto del Acuerdo se estima que es de \$108,510.00.

El Monto Neto del Acuerdo será distribuido de la siguiente manera:

- (i) El 35 % de la parte de sanciones de PAGA (\$7,000.00) será distribuido a los Miembros de PAGA en proporción al número de los periodos de pago que hayan trabajado para los Demandados en California en cualquier momento del 3 de septiembre de 2023 al 26 de septiembre de 2025 (el “Período de PAGA”), comparado al total de periodos de pago trabajados por todos los Miembros de PAGA durante el Periodo de PAGA.
- (ii) La parte restante del Monto Neto del Acuerdo será distribuida a los Miembros de Clase del Acuerdo, de forma proporcional a sus semanas laborales durante el Periodo de Clase. Cada parte se calculará multiplicando el restante del Monto Neto del Acuerdo por una fracción, cuyo numerador corresponde al total de semanas laborales de los Miembros de Clase del Acuerdo y cuyo denominador al total de las semanas laborales de todos los Miembros de Clase del Acuerdo que participaron durante el Periodo de Clase.

Pagos Individuales del Acuerdo a los Miembros de Clase. Si el Tribunal otorga la aprobación final, los Pagos Individuales del Acuerdo se enviarán a los Miembros de Clase que no hayan presentado una Solicitud de Exclusión antes de la fecha límite. Cada Miembro de Clase del Acuerdo debe cobrar su cheque dentro de los 180 días siguientes a su envío. Los fondos de los cheques que no se cobren luego de los 180 días, serán enviados por el Administrador del Acuerdo al Fondo de Propiedad No Reclamada del Estado de California, identificado bajo el nombre del Miembro de Clase del Acuerdo y/o Miembro de PAGA.

Asignaciones e Impuestos. Cada Pago Individual del Acuerdo se asignará en el ochenta por ciento (80 %) a sanciones e intereses y en el veinte por ciento (20 %) al salario. El Administrador del Acuerdo emitirá un Formulario 1099 del IRS para la parte de sanciones e intereses y un W-2 del IRS para la parte salarial. Los pagos de los miembros de PAGA serán asignados por completo (100 %) a sanciones y reportados en el Formulario 1099 del IRS. El Administrador del Acuerdo calculará y retendrá todos los impuestos de los empleados, así como las deducciones necesarias de la parte salarial.

Exoneración. Si el Tribunal aprueba el Acuerdo, el Demandante y cada Miembros de Clase del Acuerdo que no han enviado una Solicitud de Exclusión a tiempo, exonerarán y cancelarán completamente a los Demandados, y a todos sus pasados, presentes y futuros predecesores, sucesores, oficiales, directores, empleados y agentes (colectivamente “Partes Exoneradas”) de todas las reclamaciones y alegaciones hechas en la denuncia operativa en la Demanda o en la carta del Demandante a la LWDA presentada el 3 de septiembre de 2024; o que pudieron ser presentadas en base a las alegaciones de hecho en el mismo, que surgieron durante el Periodo de Clase (colectivamente las “Reclamaciones Liberadas”). El periodo de las Reclamaciones Liberadas reflejará el Periodo de Clase.

Los Miembros de PAGA y el Demandante, sin importar si se excluyen del Acuerdo como Miembro de Clase, exonerarán y cancelarán por siempre a los Demandados y a las Partes Exoneradas de todas las reclamaciones de PAGA (Código Laboral § 2698 y sig.) y sanciones civiles consecuentes que se basen en las violaciones del Código Laboral hechas en la denuncia operativa en la Demanda o en la carta del Demandante a la LWDA el 3 de septiembre de 2024, o que pudieron ser presentadas en las alegaciones de hecho en el mismo, que surgieron durante el Periodo de PAGA (la “Liberación de PAGA”). A los Miembros de PAGA no se les dará la oportunidad de excluirse de esta Exoneración de PAGA. El periodo de la Exoneración de PAGA reflejará el Periodo de PAGA.

¿Cómo puedo obtener un pago del Acuerdo

No Haga Nada. Si no hace nada, usted recibirá su Pago Individual del acuerdo, el cual ha sido calculado según la fórmula descrita anteriormente y se muestra junto con el Aviso del Pago de Acuerdo. Usted también será vinculado al Acuerdo, incluida la exoneración de las reclamaciones mencionadas anteriormente.

¿Qué otras opciones tengo?

Impugne la información en el Aviso del Pago de Acuerdo. Su pago estimado se basa en el número proporcional de semanas laborales y de periodos de pago que trabajó para los Demandados durante el Periodo de Clase y el Periodo de PAGA. Los registros de los Demandados, junto con su Pago Individual del Acuerdo estimado, se mencionan junto con el Aviso del Pago de Acuerdo. Si está en desacuerdo con esta información, debe presentar una impugnación por escrito, acompañada de documentación de apoyo, de acuerdo con los procedimientos descritos en este Aviso. Cualquier impugnación, junto con su documentación de apoyo, debe contar con el sello postal a más tardar el 13 de febrero de 2026. **NO ENVÍE DOCUMENTACIÓN ORIGINAL; TODA LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI PRESERVADA.**

Las partes y el Administrador del Acuerdo revisarán todas las impugnaciones enviadas, junto con la documentación de apoyo, y harán esfuerzos de buena voluntad para resolverlas.

Exclúyase de la Parte de Clase del Acuerdo. Si usted no desea ser parte del Acuerdo, puede excluirse de la porción de clase del Acuerdo mediante una Solicitud de Exclusión y enviándola al Administrador del Acuerdo con sello postal, a más tardar el 13 de febrero de 2026. La solicitud de exclusión debe incluir su nombre, dirección, teléfono y su firma.

La Solicitud de Exclusión debe mencionar:

“DESEO SER EXCLUIDO DEL ACUERDO COLECTIVO EN LA DEMANDA *LOZA V. HIDDEN VALLEY INVESTMENTS INC.*, PRESENTADA EN EL TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO, CASO NO. 24CU009062C. ENTIENDO QUE, SI SOLICITO EXCLUIRME DEL ACUERDO COLECTIVO, NO RECIBIRÉ NINGÚN PAGO DE ESTE ACUERDO”.

Envíe la solicitud de exclusión directamente al Administrador del Acuerdo al PO Box 54668. Irvine, CA 92619. Cualquier persona que envíe su solicitud de exclusión antes de la fecha deberá, al ser recibida por el Administrador del Acuerdo, no ser un Miembro de Clase del Acuerdo, y no podrá participar del Acuerdo de Demanda Colectiva. **No envíe ni una Impugnación ni una Solicitud de Exclusión al mismo tiempo.** Si envía ambas, la Solicitud de Exclusión será inválida, permanecerá en el Acuerdo Colectivo y estará vinculado por sus términos.

Los Miembros de PAGA no pueden optar a la exoneración de las reclamaciones de PAGA. Recibirán un pago por su parte de las sanciones de PAGA, aun si solicitan la exclusión del Acuerdo y no reciban su parte de clase en su Pago Individual del Acuerdo.

Objetar al Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza sus objeciones, usted siempre estará vinculado a los términos del Acuerdo. Para objetar, debe enviar por correo postal una objeción escrita al Administrador del Acuerdo, quien la presentará ante el Tribunal y la brindará a los Abogados de Clase y a los Abogados Defensores.

Su objeción escrita debe incluir su nombre, domicilio actual, teléfono y firma; la información de contacto de cualquier abogado que la represente; el número y nombre del caso; cada razón específica de su objeción y todas las bases legales y factuales, incluyendo documentos de apoyo, escritos, evidencia escrita, declaraciones y/o otra documentación. Todas las objeciones deben presentarse con sello postal antes del 13 de febrero de 2026.

También puede comparecer en la Audiencia de Aprobación Final programada para el 10 de abril de 2026, en el Departamento C-63 del Tribunal Superior del Condado de San Diego, en 330 West Broadway, San Diego, California 92101. El Tribunal puede cambiar de ubicación, fecha u hora sin previo aviso. Puede contactar a los Abogados de Clase para confirmar los detalles si planea comparecer. Usted tiene el derecho a comparecer en persona o a través de su propio abogado, independientemente de si envía o no una objeción escrita. Si objeta, permanecerá como miembro del Acuerdo Colectivo y, si el Tribunal lo aprueba, permanecerá vinculado por el mismo como un Miembro de Clase del Acuerdo que no objete.

¿Cuál es el siguiente paso?

El tribunal realizará una audiencia de aprobación final de lo adecuado, razonable y justo del Acuerdo el 10 de abril de 2026, en el Departamento C-63 del Tribunal Superior del Condado de San Diego, en 330 West Broadway, San Diego, California 92101. El Tribunal puede cambiar de ubicación, fecha u hora sin previo aviso. El Tribunal también determinará las solicitudes de los Abogados de Clase para los costos de abogados y el reembolso de costos de documentación, el Honorario de Servicio por Representación de Clase, los costos de Administración del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **Usted no necesita asistir a la Audiencia de Aprobación Final.**

¿Cómo obtengo información adicional?

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para más información, puede consultar en el expediente electrónico yendo a <https://odyroa.sdcourt.ca.gov/Cases> e ingresar el número de caso 24CU009062C. Además, puede contactar a los Abogados de Clase usando la información anterior.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A LOS DEMANDADOS NI A SUS ABOGADOS SOBRE ESTE ACUERDO NI SOBRE EL PROCESO DE ESTE MISMO.

RECORDATORIO SOBRE FECHAS LÍMITES

La fecha límite para enviar una Impugnación, Solicitud de Exclusión u Objeciones es el 13 de febrero de 2026.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.

Tribunal Superior del Condado de San Diego

Caso No. 24CU009062C

SI NO DESEA SER PARTE DEL ACUERDO DE DEMANDA COLECTIVA, DEBE LLENAR, FIRMAR Y ENVIAR ESTE FORMULARIO, CON SELLO POSTAL ANTES DEL 13 DE FEBRERO DE 2026, REMITIDO DE LA SIGUIENTE MANERA:

APEX CLASS ACTION

Brian Loza v. Hidden Valley Investments, Inc. et al.

ADMINISTRADOR DEL ACUERDO

PO BOX 54668. IRVINE, CA 92619

NO ENVÍE ESTE FORMULARIO SI DESEA SER PARTE DEL ACUERDO DE DEMANDA COLECTIVA. NO ENVÍE ESTE FORMULARIO AL TRIBUNAL.

Al firmar, llenar y devolver este formulario, confirmo que no deseo ser incluido/a en el Acuerdo de la demanda titulada *Brian Loza v. Hidden Valley Investments, Inc., et al.*, Tribunal Superior del Condado de San Diego Caso No. 24CU009062C.

DESEO EXCLUIRME DEL ACUERDO COLECTIVO EN LA DEMANDA DE *LOZA V. HIDDEN VALLEY INVESTMENTS INC.*, PRESENTADA ANTE EL TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO, CASO NO. 24CU009062C. ENTIENDO QUE, SI SOLICITO EXCLUIRME, NO RECIBIRÉ NINGÚN PAGO DE ESTA DEMANDA DE ACUERDO COLECTIVO.

ENTIENDO QUE AÚN TENGO DERECHO DE RECIBIR UN PAGO POR MI PARTE DE LAS SANCIONES DE PAGA COMO SE DESCRIBE EN EL AVISO ADJUNTO DEL ACUERDO DE DEMANDA COLECTIVA Y EL AVISO DE PAGO DEL ACUERDO; Y, QUE DEBO EXONERAR LAS RECLAMACIONES DE PAGA CONTRA LOS DEMANDADOS Y PARTES EXONERADAS.

Nombre

Teléfono

Dirección

Fecha

Firma

AVISO DEL PAGO DE ACUERDO
LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.
TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO
CASO NO. 24CU009062C

Por favor, llene, firme, feche y regrese este formulario a PO BOX 54668. IRVINE, CA 92619 SOLAMENTE SI (1) ha cambiado alguna información de contacto o (2) desea impugnar cualquier información en la Sección (III) a continuación. Usted es responsable por mantener su domicilio actualizado con el Administrador del Acuerdo.

(I) Por favor, escriba o imprima su nombre completo:

(Primer, Segundo, Apellido)

(II) Por favor, brinde la siguiente información si sus detalles de contacto han cambiado:

Nombres anteriores (si hubieran)

Nuevo domicilio

Ciudad

Estado

Código Postal

(III) Información usada para el Cálculo de su Pago Individual del Acuerdo:

De acuerdo a los registros de los Demandados:

- (a) Usted trabajó 26.00 semanas laborales durante el Periodo de Clase.
- (b) Los Miembros de Clase del Acuerdo trabajaron un total de 9,896 semanas laborales durante el Periodo de Clase.
- (c) Usted trabajó 26.00 periodos de pago durante el Periodo de PAGA.
- (d) Los Miembros de PAGA trabajaron un total de 9,896 periodos de pago durante el Periodo de PAGA.

Con base en esta información, su Pago Individual del Acuerdo se estima en \$285.09 y su Pago de PAGA se estima en \$18.39.

(IV) Si no está de acuerdo con alguna de las secciones en la información, desde (a) hasta (d) de la Sección (III), explique a continuación e incluya copias de cualquier documentación de apoyo con este formulario:

Si usted impugna la información de los registros de los Demandados, esos registros prevalecerán a menos que usted aporte documentación que compruebe que dichos registros están equivocados. Si una impugnación no puede ser resuelta, las Partes y el Administrador del Acuerdo la abordará tal y como se describe en el Aviso de Demanda Colectiva. Cualquier impugnación sin resolver será presentada ante el Tribunal para su resolución definitiva.

TODA IMPUGNACIÓN CON DOCUMENTACIÓN DE APOYO DEBE PRESENTAR SELLO POSTAL A MÁS TARDAR EL 13 DE FEBRERO DE 2026.

Firma: _____

Fecha: _____

EXHIBIT B

REQUEST FOR EXCLUSION FORM

LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.
San Diego County Superior Court
Case No. 24CU009062C

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM, POSTMARKED ON OR BEFORE FEBRUARY 13, 2026, ADDRESSED AS FOLLOWS:

APEX CLASS ACTION
Brian Loza v. Hidden Valley Investments, Inc. et al.
SETTLEMENT ADMINISTRATOR
PO BOX 54668, IRVINE, CA 92619

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Brian Loza v. Hidden Valley Investments, Inc., et al.*, San Diego County Superior Court Case No. 24CU009062C.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *LOZA V. HIDDEN VALLEY INVESTMENTS INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 24CU009062C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.

I UNDERSTAND I MAY STILL BE ENTITLED TO RECEIVE A PAYMENT FOR MY SHARE OF THE PAGA PENALTIES AS DESCRIBED IN THE ACCOMPANYING NOTICE OF CLASS ACTION SETTLEMENT AND NOTICE OF SETTLEMENT PAYMENT AND WILL BE DEEMED TO HAVE WAIVED THE PAGA CLAIMS AGAINST DEFENDANTS AND RELEASED PARTIES.

■ Jonathan S Desmarais

Name

Telephone Number

Address

02 / 04 / 2026

Date

Signature

REQUEST FOR EXCLUSION FORM

LOZA v. HIDDEN VALLEY INVESTMENTS, INC. ET AL.

San Diego County Superior Court

Case No. 24CU009062C

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APEX CLASS ACTION

Brian Loza v. Hidden Valley Investments, Inc. et al.

SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Brian Loza v. Hidden Valley Investments, Inc., et al.*, San Diego County Superior Court Case No. 24CU009062C.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *LOZA V. HIDDEN VALLEY INVESTMENTS INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 24CU009062C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.

I UNDERSTAND I MAY STILL BE ENTITLED TO RECEIVE A PAYMENT FOR MY SHARE OF THE PAGA PENALTIES AS DESCRIBED IN THE ACCOMPANYING NOTICE OF CLASS ACTION SETTLEMENT AND NOTICE OF SETTLEMENT PAYMENT AND WILL BE DEEMED TO HAVE WAIVED THE PAGA CLAIMS AGAINST DEFENDANTS AND RELEASED PARTIES.

Arnel charlemagne

Name

Telephone Number

Address

Date

02/09/2026

Signature