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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]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT**

Date: April 10, 2026

Time: 1:30 p.m.

Dept.: C-63

Action Filed: September 3, 2024

Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Brian Loza (“Plaintiff”) for Final Approval of Class Action and
3 PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement
4 Payment (“Final Approval Motion”) came on regularly for hearing before this Court on April 10,
5 2026, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order
6 Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary Approval
7 Order”). Having considered the parties’ Stipulation of Settlement (“Settlement Agreement” or
8 “Settlement”), the Final Approval Motion, and the documents and evidence presented in support
9 thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
10 risks of further prosecution, and the substantial benefits to be received by the Settlement Class
11 and Aggrieved Employees pursuant to the Settlement, the Court finds that the Settlement is fair,
12 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
13 Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval
14 Motion and ORDERS as follows:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Order and Judgment.

17 2. The conditional certification of the Settlement Class for settlement purposes only
18 is hereby made final, and the Court finally certifies, for settlement purposes only, the following
19 Settlement Class:

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

24 3. Plaintiff Brian Loza is hereby confirmed as Class Representative for settlement
25 purposes. Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law
26 Group, APC are hereby confirmed as Class Counsel for settlement purposes.

27 4. On November 14, 2025, the Court preliminarily approved the Settlement.
28 Thereafter, on December 30, 2025, Apex Class Action Administration (“Apex”), the Court-

1 appointed Settlement Administrator, mailed the Court-approved Class Notice by U.S. First Class
2 Mail to all 171 individuals listed on the Class List. Before mailing, Apex ran the mailing addresses
3 through the National Change of Address database. After the initial mailing, 12 notices were
4 returned as undeliverable, Apex skip-traced those notices, and successfully re-mailed 9 notices to
5 updated addresses. The Court finds that the notice process has been completed in conformity with
6 the Settlement and the Court's Preliminary Approval Order. The Court further finds that the Class
7 Notice constituted the best notice practicable under the circumstances, provided due and adequate
8 notice of the proceedings and the matters set forth therein, informed Settlement Class Members
9 of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 382,
10 California Rule of Court 3.769, and due process.

11 5. The Court finds that no Settlement Class Member objected to the Settlement, that
12 Jonathan S. Desmarais and Arnel Charlemagne submitted valid and timely Requests for
13 Exclusion, and that, after removal of one individual who was not a Class Member, there are 168
14 Participating Class Members out of 170 possible, which constitutes a 98.82% participation rate.
15 The favorable reaction of the Settlement Class supports final approval.

16 6. The Court hereby finally approves the Settlement, as set forth in the Settlement
17 Agreement, as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement
18 according to its terms.

19 7. For settlement purposes only, the Court finds that the Settlement Class continues
20 to satisfy the requirements for certification under California Code of Civil Procedure § 382.
21 Specifically, the Settlement Class is ascertainable and sufficiently numerous that joinder is
22 impracticable, there are predominant questions of law and fact common to the Settlement Class,
23 Plaintiff's claims are typical of the claims of the Settlement Class, Plaintiff has fairly and
24 adequately represented the Settlement Class, and Class Counsel have fairly and adequately
25 represented the Settlement Class and are qualified to continue serving as Class Counsel.

26 8. Because no objections to the Settlement were filed or made, the Effective Date of
27 the Settlement shall be the date this Order and Judgment is entered.
28

1 9. The Court finds that the distribution methodology set forth in the Settlement
2 Agreement is fair, reasonable, and adequate. The Net Settlement Amount shall be distributed to
3 Participating Class Members on a pro rata basis according to the number of workweeks worked
4 during the Class Period, and thirty-five percent (35%) of the amount allocated to PAGA penalties
5 shall be distributed to Aggrieved Employees (defined as all current and former hourly-paid and/or
6 non-exempt employees as well as those individuals who fall under the salesperson exemptions
7 who worked for Defendants in the State of California at any time from September 3, 2023, through
8 September 26, 2025) on a pro rata basis according to the number of pay periods worked during
9 the PAGA Period (September 3, 2023, through September 26, 2025). The Settlement
10 Administrator is ordered to calculate and distribute the Individual Settlement Payments and
11 Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

12 10. Within sixty (60) calendar days after the Effective Date, Defendants shall deposit
13 the Gross Settlement Amount (“GSA”) of \$270,000.00, together with the employer’s share of
14 payroll taxes, into the Qualified Settlement Fund established by the Settlement Administrator, in
15 accordance with the Settlement Agreement.

16 11. The Court finds that a Class Representative Enhancement Payment of \$10,000.00
17 to Plaintiff Brian Loza is fair, reasonable, and adequate in light of his efforts on behalf of the
18 Settlement Class, the risks he undertook, the time he devoted to this action, and his agreement to
19 a broader general release, including a waiver of Civil Code § 1542. The Settlement Administrator
20 is ordered to issue that payment in accordance with the terms of the Settlement Agreement.

21 12. The Court finds that attorneys’ fees in the amount of \$94,500.00 and litigation
22 costs in the amount of \$19,848.52 for Class Counsel are fair, reasonable, and adequate in light of
23 the common fund created by the Settlement, the work performed, the contingent nature of the
24 representation, and the results achieved. The Settlement Administrator is ordered to distribute
25 these payments to Class Counsel in accordance with the terms of the Settlement Agreement.

26 13. The Court finds that settlement administration costs in the amount of \$6,990.00
27 are fair, reasonable, and adequate in light of the work performed and to be performed by Apex
28

Class Action Administration in connection with the Settlement, and orders that the Settlement Administrator be paid that amount in accordance with the terms of the Settlement Agreement.

14. The Court finds that the amount designated for civil penalties under the Private Attorneys General Act (“PAGA”), \$20,000.00, is fair, reasonable, and adequate. Pursuant to Labor Code § 2699(m), sixty-five percent (65%), or \$13,000.00, shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and thirty-five percent (35%), or \$7,000.00, shall be distributed to Aggrieved Employees in accordance with the terms of the Settlement Agreement.

15. The Court orders that Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days after issuance. Any funds represented by checks not cashed within that 180-day period shall be transmitted by the Settlement Administrator to the California State Controller’s Unclaimed Property Fund in the name of the person to whom the check was issued, in accordance with the terms of the Settlement Agreement.

16. Upon the Effective Date and payment of the GSA to the selected settlement administrator, Defendants and all of their past, present, and future predecessors, successors, officers, directors, employees and agents, shall be entitled to a release from the Class Members who do not opt-out of the class settlement ("Participating Class Members"), for the duration of the Class Period, of the following: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have reasonably been alleged based on the factual allegations in the lawsuit titled, *Brian Loza v. Hidden Valley Investments, Inc., dba Quality Chevrolet and Quality Chevrolet Commercial Truck*, San Diego Superior Court Case No. 24CU009062C (the “Action”), and the First Amended Complaint filed in that Action on November 8, 2024 (the “FAC”) under any federal, state, or local law, and shall specifically include claims for Defendants’ alleged failure to pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to pay minimum wages; any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in the Action; failure to provide meal periods or compensation in

lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; failure to provide sick pay; waiting time penalties; failure to pay timely wages during employment; wage statement violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order and/or claims for attorneys' fees under Code of Civil Procedure § 1021.5 and/or claims for interest under Civil Code §§ 3287(b) and 3289.

17. Upon the Effective Date and payment of the GSA to the selected settlement administrator, Defendants and all of their past, present, and future predecessors, successors, officers, directors, employees and agents, shall be entitled to a release from the Aggrieved Employees (including Plaintiff and from the State of California to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period) for the duration of the PAGA Period, of the following: Any and all PAGA claims and/or causes of action which were alleged or could have been alleged based on the factual allegations in the written notice Plaintiff provided to the LWDA on September 3, 2024 (the "PAGA Notice"), the Action and FAC, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendants' alleged failure to pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to pay minimum wages; any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in the Action; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; failure to provide sick pay; waiting time penalties; failure to pay timely wages during employment; wage statement violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order and/or claims for

attorneys' fees under Code of Civil Procedure § 1021.5 and/or claims for interest under Civil Code §§ 3287(b) and 3289 (the "Released PAGA Claims").

18. Jonathan S. Desmarais and Arnel Charlemagne submitted valid and timely Requests for Exclusion from the class settlement. Under the Settlement Agreement, Aggrieved Employees, regardless of whether they request exclusion from the class settlement, remain entitled to their Individual PAGA Payments and remain bound by the Released PAGA Claims.

19. This Order and Judgment is final and shall constitute the judgment in this action pursuant to California Rule of Court 3.769(h). Without affecting the finality of this Order and Judgment, the Court retains continuing jurisdiction over the Parties, all Settlement Class Members who did not submit valid and timely Requests for Exclusion, and all Aggrieved Employees for purposes of interpreting, implementing, administering, and enforcing the Settlement Agreement and this Order and Judgment.

20. Plaintiff shall file a Final Disbursement Declaration on or before February 5, 2027.

Dated: _____, 2026

Honorable Katherine A. Bacal
Judge of the Superior Court