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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]*

**PLAINTIFF'S NOTICE OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT**

Date: November 14, 2025
Time: 1:30 p.m.
Dept.: C-63

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

PLEASE TAKE NOTICE that, pursuant to Rule 3.769 of the California Rules of Court, on November 14, 2025 at 1:30 p.m., or as soon thereafter as the matter may be heard, in Department C-63 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, Plaintiff Brian Loza (“Plaintiff”), as individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed Stipulation of Settlement (“Settlement Agreement”) of the lawsuit between Plaintiff and Defendants Hidden Valley Investments, Inc. dba Quality Chevrolet and L&L Investments, Inc. dba Quality Chevrolet (“Defendants”);

2. Pursuant to California Code of Civil Procedure § 382, and for settlement purposes only, provisional certification of the Settlement Class, defined as follows:

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 in the State of California at any time from September 3, 2023, through September 26, 2025.

3. Preliminary appointment of Brian Loza as the Class Representative;

4. Preliminary appointment of Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden M. Khachadoorian of Haines Law Group, APC as Class Counsel;

5. The scheduling of a hearing to consider whether the Settlement Agreement should be finally approved and to award amounts for the Class Representative Enhancement Payment, the costs of the Settlement Administrator, the payment to the Labor and Workforce Development Agency for its share of Private Attorneys General Act (“PAGA”) civil penalties, and Class Counsel’s attorneys’ fees and costs;

6. Appointment of Apex Class Action Administration as the third-party settlement administrator (“Settlement Administrator”); and

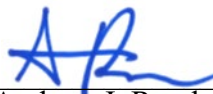
7. Approval of the proposed Notice of Class Action Settlement (“Class Notice”) which also includes the Notice of Settlement Payment (collectively, the “Notice Packet”), and entry of the Proposed Order directing that the Notice Packet be disseminated to the proposed Settlement Class in English and Spanish, as provided in the Settlement Agreement.

1 This motion is based on this notice of motion, the attached memorandum of points and
2 authorities, the declarations of Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham,
3 Aden M. Khachadorian, Plaintiff Brian Loza, Sean Hartranft of Apex Class Action
4 Administration, and the exhibits attached thereto, the pleadings and other papers filed in this
5 action, and on any further oral or documentary evidence, or argument, presented at the time of
6 hearing.

7
8 Dated: October 22, 2025

Respectfully Submitted,
HAINES LAW GROUP, APC

9
10 By:


Andrew J. Rowbotham
Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Brian Loza (“Plaintiff”) respectfully requests that this Court preliminarily
4 approve the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”),¹
5 entered into by Plaintiff and Defendants Hidden Valley Investments, Inc. dba Quality Chevrolet
6 and L&L Investments, Inc. dba Quality Chevrolet (“Defendants”), (collectively, the “Parties”),
7 on behalf of the following Settlement Class: current and former hourly-paid and/or non-exempt
8 employees as well as those individuals who fall under the salesperson exemptions, who worked
9 for Defendants in the State of California at any time from September 3, 2023, through September
10 26, 2025 (“Class Period”).²

11 Based on Defendants’ data, there are approximately 162 Settlement Class Members. The
12 Gross Settlement Amount is \$270,000.00. After Court-approved deductions for the Class
13 Representative Enhancement Payment, Settlement Administrator costs, payment to the Labor and
14 Workforce Development Agency (“LWDA”) for its share of Private Attorneys General Act
15 (“PAGA”) civil penalties, and Class Counsel’s attorneys’ fees and costs, the Net Settlement
16 Amount (“NSA”) is estimated to be no less than \$108,510.00. This results in an average
17 Individual Settlement Payment of approximately \$669.81, with estimated Individual Settlement
18 Payments ranging from \$11.88 (for members who worked one workweek during the Class Period)
19 to \$1,279.57 (for members who worked every workweek during the Class Period).

20 Additionally, all current and former hourly-paid and/or non-exempt employees as well as
21

22 ¹ The Settlement Agreement is attached as **Exhibit A** to the Declaration of Andrew J. Rowbotham
23 (“Rowbotham Decl.”), filed concurrently herewith. The Notice of Class Action Settlement
24 (“Class Notice”) which also includes a Notice of Settlement Payment and Request for Exclusion
25 and Objection forms (collectively, the “Notice Packet”) are attached to the Rowbotham Decl. as
26 **Exhibit B**.

27 ² Individuals classified under the salesperson exemptions (i.e. inside salespeople) are included in
28 the Settlement because Plaintiff’s claims challenge companywide policies and practices that
affected all employees. Although inside salespeople are exempt from overtime pay, they are still
protected by meal and rest period law, and they remain entitled to reimbursement of necessary
business expenses and accurate, itemized wage statements. The Settlement therefore provides
relief to all employees affected by Defendant’s policies and practices.

1 those individuals who fall under the salesperson exemptions who worked for Defendants in the
2 State of California at any time from September 3, 2023, through September 26, 2025 (the “PAGA
3 Period”) (the “PAGA Members”), will receive their 35% share of the \$20,000.00 allocated for
4 PAGA civil penalties. Defendants estimate that approximately 162 PAGA Members worked
5 during the PAGA Period, making the average estimated PAGA payment approximately \$43.21.

6 Settlement Class Members do not need to file a claim form to receive an Individual
7 Settlement Payment, and all Settlement Class Members who do not opt out will automatically
8 receive their share of the Settlement. This represents an exceptional result for the Settlement Class
9 Members, who will release only those claims actually asserted, or that could have been asserted,
10 based on the facts alleged in the operative complaint. For their share of the PAGA civil penalties,
11 PAGA Members will not release any claims for wages or damages. PAGA Members will release
12 only PAGA claims based on the Labor Code violations asserted in the operative complaint or
13 Plaintiff’s September 3, 2024, letter to the LWDA, or that could have been asserted based on the
14 facts therein, that arose during the PAGA Period (“PAGA Release”).³

15 This proposed Settlement is well within the range of possible approval in light of the
16 significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation,
17 and the significant monetary benefit to the Settlement Class Members. For the reasons discussed
18 herein, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement.

19 **II. SUMMARY OF THE LITIGATION**

20 **A. Factual and Procedural Background**

21 Defendants are an automotive dealership headquartered in Escondido, California,
22 engaged in the sale and service of new and used vehicles. Declaration of Andrew J. Rowbotham
23 (“Rowbotham Decl.”), ¶ 10. Defendants employed Plaintiff as a non-exempt lube technician
24 from approximately January 2, 2024, until approximately December 2024. Declaration of Brian
25 Loza (“Loza Decl.”), ¶ 2. Plaintiff’s job duties included tire rotations, inspections, oil changes,
26

27 ³ Plaintiff’s prefiling letter to the LWDA is attached to the Rowbotham Decl. as **Exhibit C**.
28 Concurrently with the filing of this Motion, Plaintiff also provided notice to the LWDA of the
Settlement along with the approval paperwork. The LWDA submission confirmation is attached
to the Rowbotham Decl. as **Exhibit D**.

1 and other routine vehicle repairs. *Id.* Like all Settlement Class Members, Plaintiff was employed
2 by Defendants during the Class Period and was subject to Defendants’ allegedly unlawful wage
3 and hour policies and practices. Loza Decl., ¶¶ 2-4.

4 On September 3, 2024, Plaintiff initiated the instant action against Defendants, alleging
5 the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime
6 wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary
7 business expenditures; (6) wage statement violations; and (7) unfair competition. Rowbotham
8 Decl., ¶ 11. On November 8, 2024, Plaintiff filed the operative First Amended Complaint, adding
9 a cause of action for civil penalties under the PAGA (Labor Code § 2698, *et seq.*) based on the
10 same underlying Labor Code violations. *Id.*

11 After the lawsuit was filed, Defendants produced an arbitration agreement signed by
12 Plaintiff and represented that all putative class members executed similar agreements during
13 onboarding. Rowbotham Decl., ¶ 12.

14 **B. Plaintiff’s Claims and Defendants’ Defenses**

15 **1. Unpaid Wages**

16 Plaintiff alleges that Defendants’ timekeeping policies and practices resulted in
17 Defendants failing to pay Plaintiff and other non-exempt employees for all hours worked and all
18 time they were subject to Defendants’ control. Rowbotham Decl., ¶ 13. Specifically, Plaintiff
19 and other non-exempt employees were required to don and doff protective gear, such as gloves,
20 and wash their hands *after* clocking out for meal periods and at the end of their shifts. *Id.* Plaintiff
21 further alleges that employees were routinely required to skip or interrupt their meal periods to
22 perform work duties. *Id.*; *see also Kaanaana v. Barrett Business Services, Inc.* (2018) 29
23 Cal.App.5th 778, 808 (holding that requiring employees to work through any portion of a meal
24 period entitles them to payment for actual time worked as well as an additional hour of pay for
25 the meal period premium). As a result of Defendants’ failure to pay for off-the-clock work,
26 Defendants failed to pay Plaintiff and other non-exempt employees all minimum and overtime
27 wages earned. Rowbotham Decl., ¶ 13.

28 ///

1 Plaintiff also alleges that Defendants paid Plaintiff and other non-exempt employees non-
2 discretionary bonuses. Rowbotham Decl., ¶ 15. However, Plaintiff asserts that Defendants failed
3 to include the value of these bonuses when calculating employees' regular rates of pay. *Id.* As a
4 result, Plaintiff alleges that Defendants failed to accurately pay Plaintiff and other non-exempt
5 employees all overtime wages owed. *Id.*

6 Defendants contend they maintained lawful timekeeping policies and that their policy
7 required employees to don and doff protective gear and wash their hands while on the clock.
8 Rowbotham Decl., ¶ 14. Defendants further assert that they did not pressure employees to
9 interrupt or work through their meal periods. *Id.* Defendants argue that any bonus payments made
10 were purely discretionary and were therefore properly excluded from the regular rate of pay.
11 Rowbotham Decl., ¶ 16; *see also Culley v. Lincare Inc.* (E.D. Cal. 2017) 236 F.Supp.3d 1184,
12 1190 ("Under the FLSA, an employee's regular rate of pay does not include discretionary
13 bonuses.") Defendants argue that determining whether each bonus was discretionary or non-
14 discretionary requires individualized evidence regarding the circumstances and intent underlying
15 each payment. *Id.* Those determinations depend on employee-specific facts rather than a uniform
16 policy, causing the claim to devolve into numerous mini-trials and rendering it unmanageable. *Id.*

17 **2. Meal Period Violations**

18 Plaintiff contends that Defendants regularly failed to provide employees with all timely,
19 duty-free, uninterrupted 30-minute meal periods to which they were entitled. *See Brinker v.*
20 *Superior Court* (2012) 53 Cal.4th 1004, 1041 ("We conclude that, absent waiver, section 512
21 requires a first meal period no later than the end of an employee's fifth hour of work...")
22 Specifically, Plaintiff and other non-exempt employees were required to remove gloves and wash
23 their hands off the clock during purported meal periods, resulting in meal periods shorter than 30
24 minutes. Rowbotham Decl., ¶ 17. Plaintiff and other non-exempt employees were also interrupted
25 during their meal periods to perform work duties, such as assisting customers, and were required
26 to delay meal periods due to similar work demands. *Id.* Defendants also failed to provide second
27 meal periods when employees worked shifts in excess of 10 hours. *Id.* Despite these unlawful
28 policies and practices, Defendants failed to pay Plaintiff and other non-exempt employees one

1 additional hour of premium pay for each workday in which a meal period violation occurred. *See*
2 Labor Code §226.7(c) (“If an employer fails to provide an employee a meal or rest or recovery
3 period ... the employer shall pay the employee one additional hour of pay at the employee’s
4 regular rate of compensation for each workday that the meal or rest or recovery period is not
5 provided.”)

6 Defendants contend they maintained lawful meal period policies and practices throughout
7 the Class Period. Rowbotham Decl., ¶ 18. To the extent Defendants’ records reflect any apparent
8 meal period violations, Defendants assert that such instances resulted from employee choice
9 rather than from any policy or practice preventing employees from taking compliant meal periods.
10 *Id.* Defendants further maintain that, to the extent a rebuttable presumption of noncompliance
11 arises under *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, they would rebut that
12 presumption by showing that any missed, short, or delayed meal periods resulted from employee-
13 specific circumstances rather than from any uniform policy. *Id.*

14 **3. Rest Period Violations**

15 Similar to meal periods, Plaintiff contends that Defendants failed to authorize and permit
16 employees to take all required rest periods to which they were entitled. Rowbotham Decl., ¶ 19.
17 Specifically, Plaintiff asserts that, due to work demands, Defendants failed to authorize and permit
18 rest periods throughout the workday. *Id.* Plaintiff further alleges that even when rest periods were
19 taken, Plaintiff and other non-exempt employees were frequently interrupted. *Id.*; *see Augustus v.*
20 *ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260 (“During required rest periods, employers
21 must relieve their employees of all duties and relinquish any control over how employees spend
22 their break time.”). Plaintiff also alleges that Defendants failed to pay any rest period premiums,
23 an issue that is itself certifiable. Rowbotham Decl., ¶ 19; *see also Safeway, Inc. v. Superior Court*
24 (2015) 238 Cal.App.4th 1138, 1159-1163 (holding that a uniform practice of never paying
25 premium wages for missed breaks is amenable to common proof).

26 Defendants contend that they maintained a facially compliant written rest period policy
27 throughout the Class Period, consistently authorized and permitted rest periods in accordance with
28 that policy, and did not impede employees’ ability to take them. Rowbotham Decl., ¶ 20.

1 Defendants further argue that Plaintiff’s rest period claim is not suitable for class certification
2 because, unlike meal periods, rest periods are not recorded, and no common proof exists to show
3 whether employees were denied compliant rest periods. *Id.* Defendants also distinguish *Safeway*,
4 238 Cal.App.4th at 1159, arguing that they do not maintain a uniform policy or practice of denying
5 premium payments for missed or noncompliant rest periods. *Id.*

6 **4. Unreimbursed Business Expenditures**

7 Plaintiff alleges that Defendants failed to reimburse employees for using their personal
8 cellular phones and tools to perform essential job duties, including communicating with
9 supervisors throughout the workday. Rowbotham Decl., ¶ 21; *see* Labor Code § 2802(a) (“An
10 employer shall indemnify his or her employee for all necessary expenditures or losses incurred
11 by the employee in direct consequence of the discharge of his or her duties...”); *see also Cochran*
12 *v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (“If an employee is required
13 to make work-related calls on a personal cell phone, then he or she is incurring an expense for
14 purposes of section 2802.”).

15 Defendants assert that employees were not required to use personal cell phones for work
16 purposes and that any such use occurred voluntarily, as most communication took place in person.
17 Rowbotham Decl., ¶ 22. Defendants also maintain that this claim is not suitable for class
18 certification because it would require a series of mini-trials to determine which employees
19 incurred expenses and whether those expenses were reasonable and necessary. *Id.*

20 **5. Wage Statement, Waiting Time, and PAGA Civil Penalties**

21 As a result of these alleged substantive violations, Plaintiff contends that Defendants are
22 liable for derivative wage statement, waiting time, and PAGA civil penalties. Rowbotham Decl.,
23 ¶ 23. Defendants argue that the alleged wage statement violations were not “knowing and
24 intentional” and that Plaintiff cannot show he “suffer[ed] injury,” as required by Labor Code §
25 226(e) for the imposition of penalties. Defendants further contend that they possess strong, good-
26 faith defenses to Plaintiff’s underlying claims, precluding recovery of waiting time penalties,
27 which are available only for the “willful” failure to pay wages. *See* 8 Cal. Code Regs. § 13520
28 (“[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties

under Section 203...”); *Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937, 948 (“The trial court, therefore, properly denied waiting time penalties under section 203 based on its finding that Spectrum did not “willfully” fail to pay timely wages.”) Defendants also maintain that, given their good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it found Defendants liable for any of Plaintiff’s underlying claims. Rowbotham Decl., ¶ 23; *see also* Labor Code § 2699(e)(2) (“[A] court may award a lesser amount than the maximum civil penalty amount specified by this part ... if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”)

C. Discovery And Mediation

In connection with mediation, Defendants provided Plaintiff with electronic timekeeping and payroll records for all Settlement Class Members covering the entire Class Period, along with key policy documents and relevant data points. Rowbotham Decl., ¶ 28. Plaintiff then retained an expert to analyze the data and conduct a comprehensive, class-wide analysis to develop an exposure model for the claims at issue. *Id.* On July 28, 2025, the Parties participated in a mediation session with mediator Tagore Subramaniam, Esq., during which they exchanged divergent views regarding Defendants’ liability, potential exposure, and the likelihood of class certification. *Id.* The Parties also considered the substantial litigation risk that, if the case did not resolve, Defendants would move to compel arbitration based on agreements signed by Plaintiff and other putative class members, which could have prevented adjudication of the claims on a classwide basis. *Id.* At the conclusion of the session, Mr. Subramaniam issued a mediator’s proposal, which the Parties ultimately accepted. *Id.* Over the following months, the Parties finalized the terms of the proposed Settlement now submitted to the Court for preliminary approval.

III. THE PROPOSED SETTLEMENT

A. Essential Terms of the Settlement

If the Court preliminarily approves this Settlement, Defendants will pay a Gross Settlement Amount (“GSA”) of \$270,000.00. Settlement, ¶ 10. This Settlement is non-reversionary, and Settlement Class Members will automatically receive their Individual

Settlement Payment unless they affirmatively opt-out. *Id.* The monetary terms of the Settlement are as follows:

Gross Settlement Amount:	\$270,000.00
Minus Court-approved attorneys' fees (35%):	\$94,500.00
Minus Court-approved attorneys' costs (up to):	\$30,000.00
Minus Court-approved Enhancement Payment:	\$10,000.00
Minus Settlement Administrator costs (up to):	\$6,990.00
Minus PAGA Penalties:	\$20,000.00
Net Settlement Amount:	\$108,510.00

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for Court-approved attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, settlement administration costs, and PAGA penalties, the Settlement provides for an estimated NSA of no less than \$108,510.00. *See* Settlement, ¶¶ 14, 32.A. Individual Settlement Payments will be calculated based on the proportionate number of workweeks worked by each participating Settlement Class Member during the Class Period. *Id.*, ¶ 32.B.i. Separate from the NSA, the \$7,000.00 amount set aside for the PAGA Members' share of PAGA civil penalties will be paid based on the proportionate number of pay periods worked by each PAGA Aggrieved Employee during the PAGA Period. *Id.*, ¶ 32.B.ii. For tax purposes, each Individual Settlement Payment will be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). *Id.*, ¶ 32.D. Amounts paid as PAGA civil penalties will be allocated as 100% penalties. *Id.* Defendants will pay the employer's share of payroll taxes separately from, and in addition to, the GSA. *Id.*, ¶ 10.

Based on the records produced prior to mediation, there are approximately 162 potential Settlement Class Members who will receive an average Individual Settlement Share of \$669.81.⁴ Rowbotham Decl., ¶ 30. Settlement Class Members will have 45 calendar days from the date of the initial mailing of the Notice Packet to opt-out of or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement,

⁴ There are approximately 162 PAGA Members who will receive approximately \$43.21 for their share of PAGA civil penalties. Rowbotham Decl., ¶ 30.

¶ 35.C. Settlement Class Members who do not opt-out of the Settlement will be bound by its terms and will release all claims against Defendants as detailed in the Settlement. *Id.*, ¶ 19. Settlement Class Members will have 180 days from the date the Individual Settlement Payments are mailed to cash their checks. *Id.*, ¶ 32.E. In the event that there are any uncashed checks remaining after 180 days, any remaining funds shall be transferred to the California State Controller’s Office to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that they claim their property. *Id.*

2. Class Counsel Fees, Costs, and Plaintiff Enhancement Payment

At the time of seeking final settlement approval, Plaintiff will apply for a Class Representative Enhancement Payment in the amount of \$10,000.00 to compensate Plaintiff for the significant time and effort he expended in service to the Settlement Class. Rowbotham Decl., ¶ 31; *see also* Settlement, ¶¶ 6, 28. Throughout the pendency of this lawsuit, Plaintiff searched for relevant documents, provided factual information to Class Counsel, participated in various phone calls with Class Counsel to discuss the claims in the lawsuit and Defendants’ policies and practices, assisted Class Counsel in their preparation for mediation and made himself available during mediation to answer factual questions posed by opposing counsel and the mediator. Loza Decl., ¶¶ 4-5. Plaintiff estimates he spent at least 25 hours in total on tasks that ultimately led to the Settlement. *Id.* Plaintiff also undertook significant risks by serving as the named Plaintiff in this matter as his name is now tied to a lawsuit against a former employer. Rowbotham Decl., ¶ 31.

Class Counsel will also apply for an attorneys’ fee award of up to 35% of the Gross Settlement Amount (currently estimated at \$94,500.00) and up to \$30,000.00 in reimbursement for actual litigation costs. Rowbotham Decl., ¶ 32; *see* Settlement, ¶ 27. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys’ fees conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research and analysis, engaging in substantial informal written discovery, reviewing class

documents and data produced by Defendants, retaining an expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the long-form Settlement Agreement and Notice Packet documents, preparing this Motion for Preliminary Approval, and otherwise litigating the case. *Id.* Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Final Approval Motion and supporting documents, attending the Final Approval hearing, and completing other tasks such as fielding questions from Settlement Class Members. *Id.*

Both California and federal courts have recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254. Historically, courts have awarded percentage fees in the range of 20% to 50%. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013). Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement in light of the risks and work undertaken, the positive results obtained for the class, and the efficiency with which the Parties have conducted the litigation. Class Counsel will seek an award of attorneys' fees when seeking final approval.

IV. ARGUMENT

A. Preliminary Approval Is Warranted

California Rule of Court 3.769 conditions the settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337 (Rule 3.769 requires the trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 (Rule 23(e) requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable"). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *In re Syncor ERISA Litigation* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair and is not the product of fraud or collusion

1 between the negotiating parties. *See e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial
2 presumption of fairness when the settlement agreement was negotiated at arm's length by class
3 counsel. *See Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

4 **1. Standard for Preliminary Approval**

5 The Court should consider the following factors when making a fairness determination:
6 "the strength of [the] case, the risk, expense, complexity and likely duration of further litigation,
7 the risk of maintaining class action status through trial, the amount offered in settlement, the
8 extent of discovery completed and the stage of the proceedings, [and] the experience and views
9 of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "[T]he court is free to
10 engage in a balancing and weighing of factors depending on the circumstances of each case."
11 *Wershba, supra*, 91 Cal.App.4th at 245. As discussed below, the proposed Settlement is fair,
12 adequate, and reasonable in light of the overall balance of factors.

13 **a. Strength of Plaintiff's Case**

14 Class Counsel carefully vetted the claims at issue, reviewed Settlement Class Member
15 timekeeping and payroll data spanning the entire Class Period, examined relevant policy
16 documents, engaged in substantial informal discovery, and created a comprehensive damages
17 model for Defendants' classwide liability with the help of Plaintiff's retained expert. Rowbotham
18 Decl., ¶ 33. Although Plaintiff steadfastly maintains that his claims are meritorious, Plaintiff
19 acknowledges that there were substantial risks and uncertainty in proceeding with class
20 certification and at trial. As explained in detail in Section II.B, *supra*, Defendants presented
21 numerous defenses to Plaintiff's claims, both on the merits and with respect to class certification.
22 Although Plaintiff was prepared to litigate these claims through class certification and ultimately
23 through trial, it was far from certain that he would recover a greater amount if the matter
24 proceeded to judgment. This factor therefore supports preliminary approval.

25 **b. Risk, Expense, Complexity, and Duration of Further Litigation**

26 Although the Parties participated in an informal exchange prior to mediation, the Parties
27 had not yet completed their discovery efforts. Rowbotham Decl., ¶ 34. Absent settlement, the
28 Parties will be required to expend substantial time and resources completing formal discovery in

1 advance of class certification, summary adjudication or judgment, and trial. *Id.* Moreover,
2 Plaintiff had not yet filed a motion for class certification, and before such a motion could be heard,
3 the Court would first need to address Defendants’ anticipated motion to compel arbitration based
4 on agreements signed by Plaintiff and other putative class members. *Id.* If granted, such a motion
5 would have precluded class certification entirely and required Plaintiff to pursue his claims in
6 individual arbitration. *Id.* Even if Plaintiff prevailed on that issue and succeeded in certifying one
7 or more classes, the Parties would still face the prospect of decertification motions, trial, and
8 appeals, resulting in significant additional attorneys’ fees and costs. *Id.* This Settlement avoids
9 these substantial risks, expenses, and burdens, as well as the uncertainty associated with continued
10 litigation. Thus, this factor supports preliminary approval.

11 **c. Risk of Maintaining Class Action Status**

12 No class has been certified in this matter. Had the Court certified any claims, Plaintiff
13 anticipated that Defendants would seek decertification. Rowbotham Decl. ¶ 34. There was also a
14 significant risk that Defendants would move to compel arbitration based on agreements signed by
15 Plaintiff and other putative class members, which, if granted, would have required dismissal of
16 the class claims and forced Plaintiff to pursue only individual arbitration. *Id.* Therefore, absent
17 the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a
18 classwide basis. Thus, this factor supports preliminary approval.

19 **d. Amount Offered in Settlement Given Realistic Value of Claims**

20 This proposed Settlement provides a fair and reasonable recovery for the Settlement Class
21 in the face of disputed claims. After analyzing the produced timekeeping and payroll records,
22 Class Counsel forecasted the total expected recovery as follows:

23 Unpaid Wages – Regular Rate Miscalculation Violations:⁵ **\$26,242**

24 During the Class Period, Defendants paid employees various forms of non-discretionary
25

26 ⁵ Plaintiff’s allegations of unpaid wages arising from off-the-clock handwashing and work
27 performed during meal periods could not be substantiated beyond limited anecdotal accounts.
28 Defendants had no written policies requiring employees to perform such tasks off the clock and,
instead, maintained written policies expressly prohibiting off-the-clock work. Given the

1 additional compensation, including production and incentive bonuses. Rowbotham Decl., ¶ 15.
2 Plaintiff contends that these were non-discretionary bonuses that should have been included in
3 employees' regular rates of pay when calculating overtime compensation. *Id.* Plaintiff's expert
4 determined that Settlement Class Members were underpaid approximately \$145,788 due to this
5 regular rate miscalculation. *Id.*

6 Defendants argue that the bonuses were discretionary and therefore properly excluded
7 from regular rate calculations. Rowbotham Decl., ¶ 16. Defendants also assert that this claim is
8 not suitable for class certification because individualized inquiries would be required to determine
9 whether the bonus criteria varied across stores, time periods, or employee classifications. *Id.*
10 Plaintiff therefore applied a 80% discount for the risk of non-certification and an additional 10%
11 discount for the risk of not prevailing on the merits or failing to establish damages, resulting in a
12 projected recovery of approximately \$26,242. *Id.*, ¶ 16.

13 Meal Period Violations: \$24,544

14 Defendants' timekeeping records produced for mediation reflect that 14.7% of all shifts
15 over six hours, totaling 5,136 shifts, included a first meal period that began after the end of the
16 fifth hour of work (3,111 shifts), were shorter than 30 minutes (442 shifts), or were not recorded
17 at all (1,583 shifts). Rowbotham Decl., ¶ 17. In addition to these facial first meal period violations,
18 Plaintiff's expert identified 348 shifts exceeding 10 hours without a second recorded 30-minute
19 meal period. *Id.* Based on these figures, and without double-counting shifts that included both
20 first and second meal period violations, Defendants' estimated exposure for meal period
21 violations is \$163,629 (5,258 unique meal period violations x \$31.12 average premium). *Id.*

22 Defendants maintain that they provided legally compliant meal periods to employees
23 throughout the Class Period and any evidence of delayed or missed meals was the result of
24 employee choice. Rowbotham Decl., ¶ 18. Defendants also contend that this claim would require
25 individual inquiries to assess whether employees were actually provided a meal break on a given
26 day along with the reason they chose to take it or not take it. *Id.* Given these potential defenses,

27 _____
28 infrequency and minimal duration of the alleged unpaid time, this claim contributed only a
nominal amount to the overall value of the Settlement. Rowbotham Decl., ¶ 13.

1 Plaintiff discounted the maximum exposure by 80% for the risk of non-certification and by 25%
2 for the risk of being unsuccessful on the merits, resulting in an estimated exposure of \$24,544.
3 *Id.*, ¶ 18.

4 Rest Period Violations: \$58,826

5 Plaintiff's expert's data analysis revealed that non-exempt employees worked an
6 aggregate total of 37,806 shifts in excess of 3.5 hours during the Class Period. Rowbotham Decl.,
7 ¶ 19. Based on Plaintiff's testimony, the nature of the work performed, and the customer-service
8 demands of the dealership environment, where employees were expected to service vehicles
9 promptly and could not leave customers waiting, Plaintiff estimates that rest period violations
10 occurred on approximately 50% of those shifts. *Id.* Accordingly, Plaintiff calculated Defendants'
11 potential exposure on this claim at \$588,261 (37,806 rest period violations x 0.5 x \$31.12 average
12 premium). *Id.* But as noted above, Defendants argue they have always authorized and permitted
13 duty-free rest periods in accordance with California law and that this claim is not amenable to
14 class certification given the individual inquiries required to determine whether and why each
15 employee missed a rest period on any given shift. *Id.*, at ¶ 20. Therefore, Plaintiff discounted the
16 maximum exposure by 80% for the risk of non-certification, and by an additional 50% for risk of
17 losing on the merits, to arrive at an estimated exposure of \$58,826. *Id.*

18 Failure to Reimburse Violations: \$4,940

19 Plaintiff alleges that Defendants failed to reimburse employees for the work-related use
20 of their personal cell phones, including communicating with supervisors and coworkers for work
21 related tasks. Rowbotham Decl., ¶ 21. Plaintiff estimates that a reasonable portion of the average
22 monthly cell phone bill attributable to work use is approximately \$25.00. *Id.* Plaintiff therefore
23 calculated Defendants' maximum liability for unreimbursed business expenses as \$49,400
24 (\$25.00 monthly reimbursement x 8,556 weeks ÷ 4.33 weeks per month). *Id.*

25 Defendants contend that Settlement Class Members were not required to use personal cell
26 phones for work purposes. Rowbotham Decl., ¶ 22. Defendants further assert that this claim is
27 not suitable for class certification, as it would require individualized inquiries into whether each
28 employee used a personal phone for work, whether that use was actually required, and whether

the expenses were reasonable and necessary. *Id.* Plaintiff therefore applied a 80% discount for the risk of non-certification and an additional 50% discount for the risk of not prevailing on the merits or failing to establish damages, resulting in a projected recovery of approximately \$4,940. *Id.*, ¶ 22.

Wage Statement Violations: \$54,210

Based on the data provided by Defendants, 162 employees received 8,556 wage statements during the time period associated with wage statement penalties. Rowbotham Decl., ¶ 24. Keeping in mind the \$4,000 cap on wage statement penalties, Plaintiff's expert calculated the exact wage statement penalty owed at \$361,400. *Id.*

Defendants contend that Plaintiff will not be able to show actual injury as required by Labor Code § 226(e) and that any inadvertent wage statement violations stemming from the alleged failure to pay wages were not knowing and intentional. Rowbotham Decl., ¶ 24. Given these potential defenses, Plaintiff discounted the maximum exposure by 80% for the risk of non-certification and by 25% for the risk of being unsuccessful on the merits, resulting in an estimated exposure of \$54,210. *Id.*, ¶ 24.

Waiting Time Penalties: \$77,720

Based on the data provided by Defendants, 72 employees separated their employment with Defendants during time period associated with waiting time penalties. Rowbotham Dec., ¶ 25. Plaintiff's expert calculated the exact waiting time penalty owed at \$518,132. *Id.*

Defendants contend they attempted to pay employees all final wages owed in good faith upon their separation, thereby precluding a finding of willfulness, which is necessary to obtain waiting time penalties under 8 Cal. Code Regs. § 13520. Rowbotham Dec., ¶ 25. Given these potential defenses, Plaintiff discounted the maximum exposure by 80% for the risk of non-certification and by 25% for the risk of being unsuccessful on the merits, resulting in an estimated exposure of \$77,720. *Id.*, ¶ 25.

PAGA Penalties: \$90,520

Assuming that Plaintiff could prove at least one underlying Labor Code violation in each pay period within the PAGA Period, Plaintiff calculates Defendants' maximum PAGA exposure

1 at \$452,600 (4,526 pay periods at \$100 per violation). Rowbotham Decl., ¶ 26; *see Amaral v.*
2 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding “initial” violation rate applies
3 until employer is notified that it is violating a Labor Code provision). However, these penalties
4 are derivative of the underlying wage and hour violations discussed above, all of which
5 Defendants dispute. *See e.g., Green v. Lawrence Service Co.* (C.D. Cal. 2013) 2013 WL 3907506,
6 *5, n.5 (explaining that a PAGA claim’s success was determined by the merits of its underlying
7 claims). Plaintiff also recognizes that the Court has discretion to reduce any award of PAGA
8 penalties where it determines they are duplicative. *See Carrington v. Starbucks Corp.* (2018) 30
9 Cal.App.5th 504, 529 (affirming reduction of PAGA penalties to \$5 per initial violation). Plaintiff
10 therefore applied an 80% discount to account for the Court’s discretion to reduce penalties,
11 resulting in a projected recovery of approximately \$90,520. Rowbotham Decl., ¶ 26.

12 Using these estimated figures for each of the claims described above, Plaintiff estimates
13 that the potential recovery for the Settlement Class would be approximately \$337,002.
14 Rowbotham Decl., ¶ 27. The Gross Settlement Amount of \$270,000 represents approximately
15 80.12% of Plaintiff’s estimated potential recovery and avoids the additional expense and risk of
16 proceeding to class certification and trial. *Id.* Considering the risk of non-certification, failure to
17 prevail on the merits, and the Court’s discretion to reduce civil penalties, the proposed Settlement
18 falls well within the range of fairness, reasonableness, and adequacy. *See e.g., Altamirano v. Shaw*
19 *Industries, Inc.* (N.D. Cal. 2015) 2015 WL 4512372, at *9 (preliminarily approving wage and
20 hour class action settlement, stating, “[a]lthough 15% represents a modest fraction of the
21 hypothetical maximum recovery estimated by Plaintiff, that figure is sufficient for the Court to
22 grant preliminary approval given the merits of Plaintiff’s claims.”). Preliminary approval is
23 appropriate because the Settlement will provide significant monetary relief to Settlement Class
24 Members without the uncertainty, delay, and expense of further litigation.

25 **e. Experience and Views of Counsel**

26 “Parties represented by competent counsel are better positioned than courts to produce a
27 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific*
28 *Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented

1 by competent and experienced counsel who possess extensive experience litigating wage and hour
2 class actions from both the plaintiff and defense side, and who have been appointed as class
3 counsel in numerous cases alleging similar claims. Rowbotham Decl., ¶¶ 2-8; Declaration of Paul
4 K. Haines (“Haines Decl.”), ¶¶ 2-11; Declaration of Fletcher W. Schmidt (“Schmidt Decl.”), ¶¶ 2-
5 9; Declaration of Aden M. Khachadorian (“Khachadorian Decl.”), ¶¶ 2-6. Class Counsel and
6 their retained expert conducted an extensive review and analysis of Defendants’ produced
7 timekeeping and payroll records and drew on their experience in similar cases to assess the
8 strengths and weaknesses of Plaintiff’s case. Rowbotham Decl., ¶¶ 33. It was only after the
9 completion of this work that the Parties attended mediation and ultimately accepted a mediator’s
10 proposal for a classwide settlement of all claims at issue. *Id.* Thus, this factor supports preliminary
11 approval.

12 **2. Preliminary Approval Standard is Met**

13 At this stage, the Court can grant preliminary approval of the Settlement and direct that
14 the Class Notice be given if the proposed Settlement: (1) falls within the range of possible
15 approval; (2) appears to be the product of serious, informed, and non-collusive negotiations; and
16 (3) has no obvious deficiencies. *See* Manual for Complex Litigation § 30.41 (3rd Ed. 1995); 4
17 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

18 **a. Settlement is Within the Range of Possible Approval**

19 The proposed Settlement reflects a fair and reasonable recovery for the Settlement Class
20 Members in light of the significant risks of litigation. The proposed Settlement will provide
21 compensation for contested claims, while only releasing the claims actually at issue in this
22 litigation. Further, the average payment of \$669.81 exceeds the average payments achieved in
23 other wage and hour class action settlements that have been approved. Thus, the proposed
24 Settlement is within the range of possible approval such that notice should be provided to the
25 Settlement Class Members to consider the Settlement. The Court will have the opportunity to
26 again assess the reasonableness of the Settlement after the Settlement Class Members have had
27 the opportunity to opt-out or object.

28 ///

1 **b. Settlement Resulted from Serious and Non-Collusive Negotiations**

2 This proposed Settlement is entitled to an initial presumption of fairness as it is the result
3 of the exchange of pertinent information, including all relevant policies, employee timekeeping
4 and payroll records which were analyzed by Plaintiff, his counsel and a retained expert; arm's-
5 length negotiations by counsel; mediation before an experienced wage and hour class action
6 mediator who made a mediator's proposal; and additional negotiations until the terms of the long-
7 form Settlement were agreed upon and finalized. Rowbotham Decl., ¶ 28; *see also Kullar, supra*,
8 168 Cal.App.4th at 130. Thus, this factor supports preliminary approval.

9 **c. Settlement is Devoid of Obvious Deficiencies**

10 The Settlement will provide tangible monetary relief to the Settlement Class Members.
11 Moreover, the amounts proposed for the Class Representative Enhancement Payment, settlement
12 administration costs, attorneys' fees and costs to Class Counsel, and PAGA civil penalties are all
13 reasonable and appropriate. Because the Settlement is devoid of obvious deficiencies, this final
14 factor supports preliminary approval.

15 **B. Court Should Certify the Settlement Class for Settlement Purposes**

16 The proposed Settlement Class satisfies the criteria for certification of a settlement class
17 under California law because: (1) the individuals in the Settlement Class are so numerous that
18 joinder would be impractical; (2) common questions of law and fact predominate over individual
19 questions such that class certification is the most efficient and desirable way to maintain this
20 litigation; (3) Plaintiff's claims are typical of the claims of the absent Settlement Class Members;
21 and (4) Plaintiff and Class Counsel will fairly and adequately represent the interests of the absent
22 Settlement Class Members. *See* Cal. Code Civ. Proc. § 382.

23 **1. Proposed Class is Ascertainable and Numerous**

24 A class is "ascertainable" where the members "may be readily identified without
25 unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target*
26 *Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed Settlement
27 Class is defined as current and former hourly-paid and/or non-exempt employees as well as those
28 individuals who fall under the salesperson exemptions, who worked for Defendants in the State

of California at any time during the Class Period. *See* Settlement, ¶ 1. Settlement Class Members can be easily identified using Defendants’ employment and payroll records. Rowbotham Decl., ¶ 30. The Settlement Class consists of approximately 162 individuals, rendering it impracticable to bring all Settlement Class Members before the Court. *Id.* Thus, the proposed Settlement Class satisfies numerosity. *See Collins v. Rocha* (1972) 7 Cal.3d 232, 234.

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits of the case, but rather on what types of questions, “common or individual,” are likely to arise in the action. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. Here, Plaintiff’s claims are predicated on Defendants’ alleged failures to pay all minimum and overtime wages owed, pay all meal and rest period premiums, reimburse all necessary business expenditures, and issue accurate wage statements. These types of claims are commonly held to be proper for class certification. *See, e.g., Brinker, supra*, 53 Cal.4th at 1032-34 (“The theory of liability—that Brinker has a uniform policy, and that that policy...allegedly violates the law—is by its nature a common question eminently suited for class treatment.”).

3. Claims of the Named Plaintiff are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347. Here, like other Settlement Class Members, Defendants employed Plaintiff as a non-exempt employee in California and was subject to Defendants’ allegedly unlawful wage and hour policies/practices during the Class Period. Loza Decl., ¶¶ 2-4. Plaintiff worked off-the-clock, was not provided with compliant meal periods during his workday, was not authorized and permitted to take separate rest periods, was not reimbursed for all necessary business expenditures, and was not issued accurate wage statements. *Id.* Plaintiff was therefore impacted by the same challenged policies that allegedly injured the Settlement Class as a whole and is subject to the same defenses forwarded by Defendants as to the Settlement Class, making his claims typical.

///

1 **4. Plaintiff and Class Counsel are Adequate to Represent the Class**

2 The adequacy of representation requirement examines conflicts of interest between named
3 parties and the class(es) they seek to represent. *See Capitol People First v. Department of*
4 *Developmental Services* (2007) 155 Cal.App.4th 676, 697. Here, Plaintiff and Class Counsel will
5 adequately represent the Settlement Class Members as there are no conflicts between the named
6 Plaintiff and the Settlement Class Members, and Plaintiff possesses claims that align with those
7 of the Settlement Class Members. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442,
8 450 (finding adequacy satisfied where there was no indication that the Plaintiff's counsel were
9 not qualified and the Plaintiff had no interests antagonistic to those of the class). Class Counsel
10 also has experience in wage and hour class action litigation. *See Rowbotham Decl.*, ¶¶ 2-8; *Haines*
11 *Decl.*, ¶¶ 2-11; *Schmidt Decl.*, ¶¶ 2-9; *Khachadoorian Decl.*, ¶¶ 2-6.

12 **C. The Court Should Order Distribution Of The Proposed Class Notice**

13 This Court should order distribution of the proposed Class Notice in English and Spanish
14 to Settlement Class Members by first-class mail, postage prepaid, using the last known mailing
15 addresses provided by Defendants. This manner of giving notice is the “best notice practicable”
16 under the circumstances because it provides “individual notice to all members who can be
17 identified through reasonable effort.” *See Eisen v. Carlisle and Jacquelin* (1974) 417 U.S. 156,
18 173. The Parties propose that the Settlement be administered by Apex Class Action
19 Administration (“Apex”), an experienced class action settlement administrator. *See generally*
20 *Declaration of Sean Hartranft*. Settlement Class Members’ addresses will be ascertainable through
21 Defendants’ personnel records, and Defendants will provide all Settlement Class Members’
22 names, social security numbers, workweek and pay period information, and last known contact
23 information to Apex within thirty (30) calendar days after the Court signs an order preliminarily
24 approving the Settlement. *See Settlement*, ¶ 35.A. Apex will run the Settlement Class Members’
25 addresses through the National Change of Address database and/or conduct skip traces to obtain
26 current address information. *Id.*, ¶ 35.B. The proposed Class Notice will also notify the Settlement
27 Class of the Final Approval Hearing date, provide Class Counsel’s contact information, and
28 advise Settlement Class Members that they may enter an appearance through counsel if they wish.

1 *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable
2 and cost-effective method of reaching Settlement Class Members.

3 **D. The Court Should Set A Final Approval Hearing**

4 Finally, this Court should set a hearing for final approval of the Settlement on a date
5 appropriately scheduled to follow the deadline by which Settlement Class Members must file
6 objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

7 **V. CONCLUSION**

8 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
9 approve the proposed Settlement, provisionally certify the Settlement Class for settlement
10 purposes, and enter the [Proposed] Order submitted concurrently herewith.

11 Dated: October 22, 2025

Respectfully Submitted,
HAINES LAW GROUP, APC

12
13 By:


Andrew J. Rowbotham
Attorneys for Plaintiff