

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
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

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 ANDREW J.
ROWBOTHAM 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

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for the named Defendant in this action, Brian Loza (“Plaintiff”). I am a member in good standing of the State Bar of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in employment law, with a focus on employee-side employment litigation. From October 2014 to May 2015, I worked as an associate attorney at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies, discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a nationwide basis. My responsibilities also include: investigating potential cases; conducting client interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for summary judgment and final approval; arguing motions and attending case management and other court appearances; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and manage the settlement administration process.

4. The following is a non-exhaustive list of wage and hour class actions that have granted final approval in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Cluster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- 1 • *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-
2 OE-CXC, Superior Court of California, County of Orange, Honorable William D.
3 Claster presiding;
- 4 • *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-
5 2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange,
6 Honorable Randall J. Sherman presiding;
- 7 • *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County
8 of Los Angeles, Honorable Elihu M. Berle presiding;
- 9 • *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of
10 California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- 11 • *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of
12 California, County of San Joaquin, Honorable Roger Ross presiding;
- 13 • *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708,
14 Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson
15 presiding;
- 16 • *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior
17 Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- 18 • *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los
19 Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an
20 hourly rate of \$400 for work performed in 2018 and 2019);
- 21 • *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County
22 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
23 \$425 for work performed in 2018, 2019, and 2020);
- 24 • *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego
25 County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly
26 rate of \$425 for work performed from 2017-2020);
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- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);

- 1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023);
- 4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024); and
- 7 • *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment*
8 *Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable
9 Theresa M. Traber, presiding (using an hourly rate of \$725 for work performed in
10 2022-2025).

11 5. I have also been named Class Counsel for a certified class following a contested
12 motion for class certification in the following case:

- 13 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
14 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
15 statement class).

16 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
17 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
18 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
19 Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys
20 General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the
21 aggrieved employees.

22 7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
23 Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor
24 is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each
25 year.

26 8. As counsel for Plaintiff, I have been actively involved in all aspects of this
27 litigation since its inception. I played an integral part in the negotiation and resolution of the
28 claims at issue in this lawsuit.

1 9. A true and correct copy of the Court’s November 14, 2025, Preliminary Approval
2 Order is attached hereto as **Exhibit 1**. A true and correct copy of my firm’s cost records is attached
3 hereto as **Exhibit 2**. True and correct copies of the LWDA submission confirmations related to
4 Plaintiff’s motion are attached hereto as **Exhibit 3**. True and correct copies of Lawrence W. Beall,
5 Esq.’s expert invoices for this matter are attached hereto as **Exhibit 4**. A true and correct copy of
6 the 2026 Laffey Matrix is attached hereto as **Exhibit 5**.

7 10. Defendants are an automotive dealership headquartered in Escondido, California,
8 engaged in the sale and service of new and used vehicles. Defendants employed Plaintiff as a non-
9 exempt lube technician from approximately January 2, 2024, to approximately December 2024.
10 Plaintiff’s job duties included tire rotations, inspections, oil changes, and other routine vehicle
11 repairs. Like all Settlement Class Members, Plaintiff was employed by Defendants during the
12 Class Period and was subject to Defendants’ allegedly unlawful wage and hour policies and
13 practices.

14 11. On September 3, 2024, Plaintiff initiated the instant action against Defendants,
15 alleging the following causes of action: (1) minimum wage violations; (2) failure to pay all
16 overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse
17 necessary business expenditures; (6) wage statement violations; and (7) unfair competition. On
18 November 8, 2024, Plaintiff filed the operative First Amended Complaint, adding a cause of
19 action for civil penalties under the PAGA (Labor Code § 2698, *et seq.*) based on the same
20 underlying Labor Code violations. After the lawsuit was filed, Defendants produced an arbitration
21 agreement signed by Plaintiff and represented that all putative class members executed similar
22 agreements during onboarding.

23 12. Prior to reaching this proposed Settlement, Defendants provided Plaintiff with
24 electronic timekeeping and payroll records for all Settlement Class Members covering the entire
25 Class Period, along with key policy documents and relevant data points. With the assistance of
26 his retained expert, Plaintiff analyzed the data and created a class-wide exposure model.

27 13. On July 28, 2025, the Parties participated in mediation with respected wage and
28 hour class action mediator Tagore Subramaniam, Esq. During mediation, the Parties exchanged

1 divergent views on Defendants' liability, exposure, and underlying legal positions. The Parties
2 also considered the substantial litigation risk that, if the case did not resolve, Defendants would
3 move to compel arbitration based on agreements signed by Plaintiff and other putative class
4 members, which could have prevented adjudication of the claims on a classwide basis. At the
5 conclusion of the session, Mr. Subramaniam issued a mediator's proposal, which the Parties
6 ultimately accepted.

7 14. Defendants will pay a non-reversionary Gross Settlement Amount ("GSA") of
8 \$270,000.00. The Net Settlement Amount ("NSA") is the remainder after deducting Court-
9 approved amounts for attorneys' fees (\$94,500.00), verified cost reimbursement (\$19,848.52),
10 the Class Representative Enhancement Payment (\$10,000.00), settlement administration costs
11 (\$6,990.00), and the entire amount designated as PAGA penalties (\$20,000.00). Based on these
12 requested amounts, the NSA is estimated to be no less than \$118,661.48. For tax purposes, each
13 Individual Settlement Payment will be allocated as 20% wages (subject to applicable
14 withholdings), and 80% interest and penalties (not subject to withholdings). The PAGA penalties
15 payable to Aggrieved Employees will be allocated 100% to penalties (not subject to
16 withholdings). Further, Defendants will pay the employer's share of payroll taxes separately from,
17 and in addition to, the GSA.

18 15. My firm's cost records reflect \$19,643.52 in out-of-pocket litigation expenses
19 incurred to date. Plaintiff seeks reimbursement of a total of \$19,848.52, which includes an
20 additional \$205.00 in reasonably anticipated future costs. These projected costs are associated
21 with the filing and service of the Motion for Final Approval, which will be incurred following
22 submission of this motion, the cost of the Settlement Administrator's final accounting declaration,
23 and the costs of the Final Disbursement Declaration, which will be prepared after disbursement
24 of the Settlement proceeds and expiration of the check cashing deadline. These costs are both
25 foreseeable and necessary to fully implement the terms of the Settlement and to complete the final
26 approval process.

27 16. As detailed in Plaintiff's Motion for Preliminary Approval, Defendants contend
28 that they maintained lawful timekeeping policies and that their policy required employees to don

1 and doff protective gear and wash their hands while on the clock. Defendants further assert that
2 they did not pressure employees to interrupt or work through their meal periods. Defendants argue
3 that any bonus payments made were purely discretionary and were therefore properly excluded
4 from the regular rate of pay, and that determining whether each bonus was discretionary or non-
5 discretionary requires individualized evidence regarding the circumstances and intent underlying
6 each payment.

7 17. In response to Plaintiff's arguments that Defendants regularly failed to provide
8 compliant meal periods, Defendants argue they maintained lawful meal period policies and
9 practices throughout the Class Period. To the extent Defendants' records reflect any apparent meal
10 period violations, Defendants assert that such instances resulted from employee choice rather than
11 from any policy or practice preventing employees from taking compliant meal periods.
12 Defendants further maintain that, to the extent a rebuttable presumption of noncompliance arises,
13 they would rebut that presumption by showing that any missed, short, or delayed meal periods
14 resulted from employee-specific circumstances rather than from any uniform policy.

15 18. Defendants further contend that they maintained a facially compliant written rest
16 period policy throughout the Class Period, consistently authorized and permitted rest periods in
17 accordance with that policy, and did not impede employees' ability to take them. Defendants argue
18 that Plaintiff's rest period claim is not suitable for class certification because, unlike meal periods,
19 rest periods are not recorded, and no common proof exists to show whether employees were
20 denied compliant rest periods.

21 19. For Plaintiff's derivative claims for wage statement, waiting time, and PAGA
22 penalties, Defendants argue that the alleged wage statement violations were not "knowing and
23 intentional," and that Plaintiff cannot show he "suffer[ed] injury," as required by Labor Code
24 § 226(e) for imposition of penalties. Defendants further contend that they possess strong, good
25 faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties
26 (which are only available for the "willful" failure to pay wages). Defendants also maintain that,
27 given their good-faith defenses, this Court would exercise its discretion to substantially reduce
28 any PAGA penalties if it found Defendants liable for any of Plaintiff's underlying claims.

20. My firm's fee request of \$94,500.00 (35% of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery. This is also consistent with my firm's experience in similar wage and hour class action matters.

21. In this case, my firm's lodestar is approximately \$119,350.00, and the requested fee of \$94,500.00 reflects a lodestar multiplier of approximately 0.79, which is a discount of approximately 21% from lodestar. A general summary showing the number of hours of work performed by each attorney and firm paralegals is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	25.5	\$24,862.50
Fletcher W. Schmidt (14th Year Attorney)	\$875	37.9	\$33,162.50
Andrew J. Rowbotham (12th Year Attorney)	\$775	66.2	\$51,305.00
First Year Attorneys	\$400	19.9	\$7,960.00
Firm Paralegals	\$200	10.3	\$2,060.00
Total Lodestar			\$119,350.00

22. My firm has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class Members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing the Motion for Preliminary Approval, overseeing the Notice process and fielding questions from Settlement Class Members, preparing this Final Approval Motion, and otherwise litigating the case. In addition, my firm anticipates expending additional efforts appearing at the Final Approval Hearing, overseeing the settlement distribution process, and working with the Settlement Administrator to submit a report to the Court after distribution.

23. My firm incurred and respectfully requests reimbursement of \$19,848.52 in litigation costs, which is significantly less than the \$30,000.00 maximum amount preliminarily approved by the Court in the Settlement Agreement.

1 24. My firm retained Lawrence W. Beall, Esq., of AttorneyTalk, to perform expert
2 analyses in support of Plaintiff's claims, including evaluation of class-wide damages exposure.

3 25. Plaintiff also requests that the Court approve up to \$6,990.00 in administration
4 costs to Apex Class Action Administration, the Court-appointed Settlement Administrator. As
5 detailed in the Declaration of Stacey Shim, Apex performed the essential duties required to
6 administer the Settlement and implement the Court-approved notice process. Specifically, Apex
7 processed the Class List, ran the mailing addresses through the National Change of Address
8 database, mailed the Court-approved Class Notice in English and Spanish, handled returned mail
9 and skip tracing, processed requests for exclusion, tracked objections and disputes, and will
10 perform the post-approval tasks required by the Settlement, including calculating final settlement
11 payments, issuing checks, and handling tax reporting.

12 26. Plaintiff seeks a Class Representative Enhancement Payment of \$10,000.00,
13 which is reasonable given his substantial efforts in this case, the risks he undertook on behalf of
14 the Settlement Class, and his agreement to a general release of claims, including a waiver of
15 California Civil Code § 1542.

16 27. Plaintiff searched for relevant documents, provided factual information to my
17 firm, participated in various phone calls with my firm to discuss the claims in the lawsuit and
18 Defendants' policies and practices, assisted my firm in the preparation for mediation and made
19 himself available during mediation to answer factual questions posed by opposing counsel and
20 the mediator. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named
21 plaintiff in this case (as potential employers can now search his name and determine he has
22 previously sued an employer), and he agreed to a general release of all claims subject to a waiver
23 of California Civil Code § 1542, which is a broader general release than what other Class
24 Members provided.

25 28. Plaintiff spent at least 25 hours performing these duties for the Settlement Class.
26 Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving
27 compensation absent his decision to pursue these claims.

1 29. I confirm that I do not have any interest or involvement in, and am not affiliated
2 with, the proposed settlement administrator, Apex Class Action Administration.

3 30. I am not aware of any other class, representative, or other collective actions in any
4 other court or jurisdiction that assert claims similar to those asserted in this action on behalf of a
5 class or group of individuals some or all of whom would also be members of the class defined in
6 this action. I made a reasonable inquiry of other members of my law firm to determine whether
7 anyone in my firm is aware of any such similar actions.

8 I declare under penalty of perjury under the laws of California and the United States that
9 the foregoing is true and correct. Executed on March 16, 2026, at El Segundo, California.

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12 Andrew J. Rowbotham
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EXHIBIT 1

FILED
San Diego Superior Court
Central Division

NOV 14 2025

Clerk of the Superior Court
By: A. Yim, Deputy

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
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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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

1 The Motion of Plaintiff Brian Loza (“Plaintiff”) for Preliminary Approval of Class and
2 PAGA Action Settlement came on regularly for hearing before this Court on November 14, 2025,
3 at 1:30 p.m. This Court, having considered the proposed Class Action and PAGA Settlement
4 Agreement (“Settlement Agreement”) attached as Exhibit A to the Declaration of Andrew J.
5 Rowbotham filed concurrently herein; having considered Plaintiff’s Motion for Preliminary
6 Approval of Class and PAGA Action Settlement, Memorandum of Points and Authorities in
7 support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY
8 ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

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

21 2. The Settlement Agreement provides for a Gross Settlement Amount of
22 \$270,000.00, which includes an attorneys’ fees award not to exceed 35% of that amount
23 (\$94,500.00), litigation expenses not to exceed \$30,000.00, a proposed Class Representative
24 Enhancement Payment to Plaintiff not to exceed \$10,000.00, PAGA civil penalties totaling
25 \$20,000.00 (35% of which, or \$7,000.00, will be paid to PAGA Aggrieved Employees), and
26 settlement administration costs not to exceed \$6,990.00. The Court will not approve the amount
27 of attorneys’ fees and costs, Class Representative Enhancement Payment, settlement
28 administration costs, or PAGA civil penalties until the Final Approval Hearing.

1 3. For purposes of the Settlement, the Court designates Plaintiff Brian Loza as Class
2 Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and
3 Aden M. Khachadorian of Haines Law Group, APC as Class Counsel.

4 4. The Court designates Apex Class Action Administration as the third-party
5 Settlement Administrator for mailing notices.

6 5. The Court approves, as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) which also includes the Notice of Settlement Payment (collectively, the “Notice
8 Packet”), attached as Exhibit B to the Rowbotham Declaration filed in support of Plaintiff’s
9 Motion.

10 6. The Court finds that the form of notice to the Settlement Class regarding the
11 pendency of the action and of the Settlement, and the methods of giving notice to members of the
12 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
13 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
14 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
15 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
16 United States Constitutions, and other applicable law.

17 7. The Court further approves the procedures for the Settlement Class members to
18 opt out of or object to the Settlement, as set forth in the Class Notice.

19 8. The procedures and requirements for filing objections in connection with the Final
20 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
21 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
22 due process rights of all members of the Settlement Class.

23 9. The Court directs the Settlement Administrator to mail the Notice Packet to
24 Settlement Class members and to carry out all duties as required under the Settlement.

25 10. The Class Notice shall provide at least forty-five (45) calendar days’ notice for
26 members of the Settlement Class to opt out of, or object to the Settlement. Any Request for
27 Exclusion or Objection shall be submitted directly to the Settlement Administrator and not filed
28 with the Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement

1 Administrator shall forward copies of all Requests for Exclusion and Objections to counsel for
2 all parties. The Settlement Administrator shall file a declaration concurrently with the filing of
3 the Motion for Final Approval of Class Action Settlement which authenticates a copy of every
4 Request for Exclusion and Objection received by the Settlement Administrator. The Settlement
5 Administrator shall give notice to any objecting Settlement Class member of any continuance of
6 the hearing on Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement.

7 11. The Final Approval Hearing to determine whether the Settlement is fair,
8 reasonable, and adequate is scheduled for April 6, 2026, at 1:30 p.m. in Department C-63 of this
9 Court, located at 330 W. Broadway, San Diego, CA 92101.

10 12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
11 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
12 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
13 application for reasonable attorneys' fees, reimbursement of litigation expenses, Class
14 Representative Enhancement Payment, settlement administration costs, and payment to the Labor
15 & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private
16 Attorneys General Act should be granted.

17 13. Counsel for the parties shall file memoranda, declarations, or other statements and
18 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
19 expenses, Plaintiff's Class Representative Enhancement Payment, payment to the LWDA, and
20 settlement administration costs, prior to the Final Approval Hearing according to the time limits
21 set by the Code of Civil Procedure and the California Rules of Court.

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1 14. An implementation schedule is below (assuming preliminary approval is granted
2 on November 14, 2025):

Event	Date
Defendants to provide Class Member information to the Settlement Administrator (30 Calendar days after preliminary approval):	December 15, 2025
Settlement Administrator to mail the Notice Packet to Settlement Class Members (10 business days after receiving Class Member information):	December 30, 2025
Deadline for Settlement Class Members to request exclusion, object, or submit a dispute (45 calendar days after mailing):	February 13, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (16 court days before Final Approval Hearing):	March 18, 2026
Final Approval Hearing:	April 10, 2026, at 1:30 p.m.

13 15. Pending the Final Approval Hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed.

16 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
17 in connection with the administration of the Settlement which are not materially inconsistent with
18 either this Order or the terms of the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: 11/14, 2025

22 
23 Hon. Katherine A. Bacal
24 Judge of the Superior Court
25
26
27
28

EXHIBIT 2

Brian Loza v. Quality Chevrolet

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
8/31/2024	ML	Copying cost for August, 2024.	14 0.25	3.50
	ML	Postage for August, 2024.	1 8.16	8.16
9/4/2024	IDLC	One legal's Filing fee for: Complaint (Unlimited), Summons (Civil), Civil Case Cover Sheet. Order #: [REDACTED]	1 1,496.58	1,496.58
	IDLC	Filing fee for: LWDA. Order #: [REDACTED]	1 75.00	75.00
9/30/2024	ML	Copying cost for September, 2024.	7 0.25	1.75
	ML	Postage for September, 2024.	1 8.44	8.44
10/25/2024	VG	One Legal's Filing fee for: Peremptory Challenge, Notice Order #: [REDACTED]	1 173.68	173.68
10/31/2024	ML	Postage for October, 2024.	1 3.56	3.56
	ML	Copying cost for October, 2024.	39 0.25	9.75
11/8/2024	VG	First Legal's Filing fee for: First Amended Class and Representative Action Complaint Order #: [REDACTED] Direct E-Filing Base Charge + Additional Charges	1 15.70	15.70

			<u>Qty/Price</u>	<u>Amount</u>
11/18/2024	VG	One Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: [REDACTED]	1 19.31	19.31
12/30/2024	VG	Momentum ADR's Mediation fee for Mediation on 07/28/2025 Invoice #: [REDACTED]	1 9,250.00	9,250.00
1/20/2025	ML	FedEx costs for January 2025. Invoice #: [REDACTED]	1 9.20	9.20
1/31/2025	ML	Copying cost for January, 2025.	2 0.25	0.50
7/25/2025	IO	Attorney Talk service fee for: Mediation Data Analysis: Flat rate Invoice #: [REDACTED]	1 5,300.00	5,300.00
7/31/2025	ML	Westlaw cost for July, 2025.	1 9.39	9.39
	ML	Copying cost for July, 2025.	3 0.25	0.75
8/31/2025	ML	FedEx for August 2025 Invoice #: [REDACTED]	1 9.25	9.25
9/5/2025	ML	First Legal's Filing fee for Joint Notice of Settlement and Stipulation to Vacate Case Management Conference and to Set Preliminary Approval Hearing; [Proposed] Order; Proof of Service Order #: [REDACTED]	1 3,024.50	3,024.50
10/3/2025	ML	First Legal's service fee for Courtesy copies of filing Deliver Courtesy Copy Order #: [REDACTED]	1 37.25	37.25
10/22/2025	ML	First Legal's service fee for courtesy copies of motion Deliver Courtesy Copy to Dept C-63 Order #: [REDACTED]	1 87.75	87.75
	IO	One Legal's Filing fee for: Motion for Approval of Class Settlement, Proposed Order, Declaration, Declaration, Declaration, Declaration Order #: [REDACTED]	1 86.62	86.62
10/31/2025	ML	Westlaw cost for October, 2025.	1 7.88	7.88

		<u>Qty/Price</u>	<u>Amount</u>
11/20/2025 IO	San Diego Superior Court Document Purchase: Order. Document Order #: [REDACTED]	1 5.00	5.00
Total additional charges			<u>\$19,643.52</u>
Balance due			<u><u>\$19,643.52</u></u>

EXHIBIT 3

EXHIBIT 4



AttorneyTalk



Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245

 **Haines Law Group, APC**

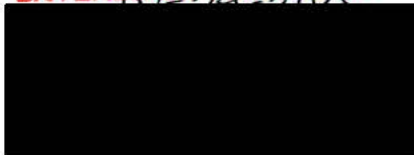
**Loza v. Hidden Valley Investments, Inc., dba Quality Chevrolet and
Quality Chevrolet Commercial Truck**

Type	Date	Notes	Quantity	Rate	Total
Service	07/25/2025	Mediation Data Analysis: Flat rate	1.00	\$5,300.00	\$5,300.00
				Total	\$5,300.00

Please make all amounts payable to: AttorneyTalk

Please pay within 30 days.

ENTERED IN TIMESLIPS



FedEx#



EXHIBIT 5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.