

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 RIVERSIDE

GUADALUPE SANCHEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

B & J, LLC, a California Limited Liability
Company; and DOES 1 through 100,

Defendants.

CASE NO. CVRI2400579

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: October 29, 2025
Time: 8:30 AM
Dept.: 1

Action Filed: February 2, 2024
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Guadalupe Sanchez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State 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 the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate 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 and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class 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.

4. The following is a non-exhaustive list of wage and hour class actions (which have been 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. Claster 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;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *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); and
- *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).

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

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

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

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

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

4 10. Defendants operate a chain of approximately 18 Carl's Jr. fast food restaurants in
5 California. Like all Settlement Class Members, Plaintiff was employed by Defendants as a non-
6 exempt employee in California during the Class Period and was subject to Defendants' allegedly
7 unlawful wage-and-hour policies and practices.

8 11. On February 2, 2024, Plaintiff initiated this action against Defendants, asserting
9 the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime
10 wages; (3) failure to reimburse necessary business expenses; (4) meal period violations; (5) rest
11 period violations; (6) failure to furnish accurate and itemized wage statements; and (7) unfair
12 competition. On April 8, 2024, Plaintiff filed a First Amended Complaint, adding a cause of action
13 for civil penalties under the PAGA (Labor Code § 2698 *et seq.*) based on the same underlying
14 Labor Code violations. On May 9, 2025, Plaintiff amended the complaint to add Bernard Karcher
15 Investments, Inc. and Star Goals, LLC as named Defendants and to include a cause of action for
16 waiting time penalties.

17 12. In the weeks leading up to mediation, Defendants distributed arbitration
18 agreements to current employees and contend that 134 employees, covering approximately 47%
19 of the total workweeks during the Class Period, signed those agreements. Defendants argue that
20 these agreements contain enforceable class action waivers that would preclude classwide
21 litigation on behalf of those employees, thereby significantly reducing the scope of any potential
22 class recovery.

23 13. In connection with mediation, Defendants provided Plaintiff with electronic
24 timekeeping and payroll records for approximately 23% of the Settlement Class, covering the
25 entire Class Period, along with key policy documents and relevant data points. Plaintiff then
26 retained an expert with a Ph.D. in economics to analyze the data and conduct a comprehensive,
27 classwide analysis to develop an exposure model for the claims at issue. On January 22, 2025, the
28 Parties participated in a mediation session with mediator Kevin Barnes, Esq., during which they

1 exchanged divergent views regarding Defendants’ liability, potential exposure, and the likelihood
2 of class certification. At the conclusion of the session, Mr. Barnes issued a mediator’s proposal,
3 which the Parties accepted.

4 14. The Parties finalized and executed the long-form Stipulation of Settlement
5 (“Settlement Agreement”), which the Court preliminarily approved on June 5, 2025. A true and
6 correct copy of this Court’s Order Granting Preliminary Approval is attached hereto as **Exhibit**
7 **1**.

8 15. On May 5, 2025, Plaintiff submitted the Parties’ Settlement Agreement to the
9 LWDA in connection with the Motion for Preliminary Approval. A true and correct copy of the
10 LWDA submission confirmations for this matter are attached hereto as **Exhibit 2**.

11 16. Defendants will pay a non-reversionary Maximum Settlement Amount
12 (“MSA”) of \$1,125,000.00. The Net Settlement Amount (“NSA”) is the amount remaining from
13 the MSA after deducting Court-approved amounts for attorneys’ fees (\$375,000.00) and verified
14 litigation cost reimbursement (\$24,028.08), the Class Representative Enhancement Payment
15 (\$7,500.00), settlement administration costs (\$12,000.00), and amounts allocated as PAGA
16 penalties (\$100,000.00). Based on these requested amounts, the NSA is \$606,471.92. A true and
17 correct copy of my firm’s cost records is attached hereto as **Exhibit 3**.

18 17. My firm’s cost records identify to-date out-of-pocket expenses as \$23,902.25. The
19 total amount that my firm requests for reimbursement (\$24,028.08) includes an additional
20 \$125.83 in anticipated future costs for the filing and service of this Motion and the Settlement
21 Administrator’s final accounting declaration, which will be incurred after the filing of this
22 Motion.

23 18. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendants contend
24 they maintained a lawful meal period policy throughout the Class Period and that any non-
25 compliant meal periods resulted from employee choice rather than employer practice. Defendants
26 further argue that individualized inquiries would be required to determine whether a waiver
27 applied, whether a premium was paid, and the specific reason a given meal period was missed or
28 delayed, posing substantial obstacles to certification.

19. As to Plaintiff's rest period allegations, Defendants contend that they maintained a facially lawful rest period policy and consistently authorized and permitted rest periods in accordance with California law. Defendants further assert that the rest period claim is not suitable for class certification due to the individualized inquiries required to determine whether each employee was authorized to take a rest break and whether the employee voluntarily skipped the break.

20. As to Plaintiff's regular rate miscalculation claim, Defendants argue that the bonuses were discretionary and therefore properly excluded from regular rate calculations. Defendants also assert that this claim is unmanageable for class certification purposes, as individualized inquiries would be required to determine whether the bonus criteria varied across stores, time periods, or employee classifications.

21. As to Plaintiff's reimbursement claim, Defendants contend that Settlement Class Members were not required to use personal cell phones for work purposes and argue that company phones were made available. Defendants further assert that this claim is not suitable for class certification, as it would require individualized inquiries into whether each employee used a personal phone for work, whether that use was actually required, and whether the expenses were reasonable and necessary.

22. As to Plaintiff's derivative claims, Defendants argue that because Plaintiff's underlying claims will fail, the derivative claims for wage statement penalties, waiting time penalties, and PAGA penalties must also fail. Defendants also maintain that Plaintiff cannot show that any wage statement violations were "knowing and intentional," or that the employees "suffered injury" as required by Labor Code § 226(e). *Id.*; see Labor Code § 226(e)(1). Moreover, Defendants contend that their good faith defenses to the underlying claims would preclude recovery of waiting time penalties, which require a "willful" failure to pay wages. Defendants also assert that this Court should exercise its discretion to substantially reduce any PAGA penalties awarded.

CMO H(3)

23. My firm's fee request of \$375,000.00, representing one-third of the MSA, is the

same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters. Since undertaking representation of Plaintiff, my firm has devoted substantial time to this litigation without receiving any compensation to date. My firm has a lodestar of \$152,462.50, which results in a reasonable multiplier of approximately 2.45 when compared to the \$375,000.00 fee request. A summary showing the number of hours worked by each attorney and paralegal is set forth below. The billing rates used are reasonable in light of the evidence submitted herewith and have been approved by multiple courts throughout California. A true and correct copy of my firm's billing summary is attached hereto as **Exhibit 4**. A true and correct copy of the 2025 Laffey Matrix is attached hereto as **Exhibit 5**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	19.5	\$18,037.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	57	\$47,025.00
Andrew J. Rowbotham (11th Year Attorney)	\$725	90.4	\$65,540.00
Aden M. Khachadorian (3rd Year Attorney)	\$500	40.4	\$20,200.00
Firm Paralegals	\$200	8.3	\$1,660.00
Total Lodestar			\$152,462.50

24. My firm's efforts include conducting a pre-filing investigation; analyzing Plaintiff's claims; performing legal research; reviewing classwide documents and data produced by Defendants; analyzing timekeeping and payroll records with the assistance of a retained expert to develop a damages model; preparing for and attending mediation; negotiating and drafting the Memorandum of Understanding, Settlement Agreement, and Notice Packet; preparing the Motions for Preliminary and Final Approval; overseeing the notice process; responding to inquiries from Settlement Class Members; and litigating the case through resolution.

1 **CMO H(4)**

2 25. My firm incurred, and respectfully requests reimbursement of \$24,028.08 in actual
3 litigation costs, an amount significantly below the \$35,000.00 cap preliminarily approved by the
4 Court in the Settlement Agreement. My firm retained Dr. J. Michael DuMond, Ph.D., of Berkeley
5 Research Group, to conduct all expert analyses in this case. A true and correct copy of all invoices
6 received in this matter from Dr. DuMond are attached hereto as **Exhibit 6**.

7 26. Plaintiff also requests that the Court approve settlement administration costs of
8 \$12,000.00 to Phoenix, the Court-appointed Settlement Administrator.

9 **CMO H(2)**

10 27. Plaintiff seeks a Class Representative Enhancement Payment of \$7,500.00 and
11 submits that this amount is fair and reasonable in light of Plaintiff's substantial efforts and the
12 significant risks undertaken on behalf of the Settlement Class. Plaintiff's requested enhancement
13 payment is intended to recognize the time, effort, and personal sacrifice expended on behalf of
14 the Settlement Class throughout the litigation. Among other contributions, Plaintiff:
15 (1) conducted a thorough search for relevant documents; (2) regularly conferred with counsel to
16 provide factual information regarding Defendants' policies and practices; (3) assisted counsel in
17 preparing for mediation; (4) made herself available throughout both mediations to answer factual
18 questions; (5) reviewed and provided feedback on the terms of the proposed settlement; and
19 (6) otherwise contributed meaningfully to the advancement and resolution of the case. Plaintiff
20 estimates that she spent at least 30 hours performing these duties. Plaintiff has also submitted a
21 declaration concurrently with this Motion attesting to the foregoing and in support of the
22 requested enhancement payment. The declaration of Kevin Lee submitted on behalf of Phoenix
23 Settlement Administrators includes Plaintiff's expected class-member payment.

24 **CMO H(2)(e)**

25 28. I also understand that, based on the estimated Net Settlement Amount and the
26 allocation formula set forth in the Settlement Agreement, Plaintiff Guadalupe Sanchez will
27 receive an individual class member payment of approximately \$1,705.02, as confirmed in the
28 declaration of Kevin Lee submitted on behalf of Phoenix Settlement Administrators.

1 **CMO H(5)**

2 29. A true and correct copy of the declaration of Kevin Lee, submitted on behalf of
3 Phoenix Settlement Administrators, the Court-appointed Settlement Administrator, is submitted
4 concurrently with this Motion. As detailed therein, Mr. Lee authenticates the final versions of the
5 Notice Packet, Objection Form, and Exclusion Form, which are collectively attached as Exhibit
6 A to his declaration. Because this was not a claims-made settlement, no claim forms were
7 required. Mr. Lee confirms that no objections were received from any Settlement Class Member,
8 and that one valid exclusion request was received, authenticated, and attached as Exhibit B. The
9 declaration also includes a comprehensive estimate of total settlement administration costs,
10 encompassing all work completed to date and anticipated future services, attached as Exhibit C.

11 **CMO H(6)**

12 30. The declaration of Kevin Lee also confirms that Defendants will separately pay
13 the employer's share of payroll taxes in addition to the Maximum Settlement Amount, and
14 estimates that amount to be approximately \$18,982.57 based on the portion of Individual
15 Settlement Payments allocated as twenty percent (20%) wages.

16 **CMO H(8)**

17 31. The Proposed Judgment provides that all settlement distribution checks will be
18 negotiable for 180 days from the date of mailing. The envelope transmitting checks will note:
19 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any check not negotiated
20 within 60 days will trigger a reminder postcard to be mailed to the Class Member. For any
21 Settlement Class Members who are current employees and whose checks are returned as
22 undeliverable, the Settlement Administrator will coordinate with Defendant to deliver checks at
23 the workplace.

24 **CMO H(9)**

25 32. The first reference to the Settlement Agreement in the Proposed Judgment includes
26 the title of the agreement ("Stipulation of Settlement"), its filing date (May 5, 2025), and the
27 identification of the filing as Exhibit A to the Declaration of Andrew J. Rowbotham in Support
28 of Plaintiff's Motion for Preliminary Approval.

1 **CMO H(10)**

2 33. The Proposed Judgment identifies Jaden Vitela as the sole Class Member who
3 timely requested exclusion from the Settlement.

4 **CMO H(3) & H(11)**

5 34. Attorneys' fees and costs will be distributed between two law firms pursuant to a
6 signed fee-split acknowledgment: Haines Law Group, APC will receive 80%, and Law Office of
7 Joseph Richards, P.C. will receive 20%. Plaintiff has been provided written notice of this fee split
8 agreement and acknowledged acceptance in writing.

9 **CMO H(12)**

10 35. There is no cy pres in this settlement. Instead, any uncashed settlement checks will
11 be redistributed to participating Settlement Class Members who cash their checks.

12 **CMO H(13)**

13 36. The Proposed Judgment does not contain any language enjoining Settlement Class
14 Members from pursuing released claims, does not deem Settlement Class Members to have
15 contractually agreed not to sue, and does not purport to dismiss the action itself, as prohibited by
16 California Rules of Court, Rule 3.769(h).

17 **CMO H(14)**

18 37. The Proposed Judgment does not prohibit third parties from offering the
19 Settlement Agreement into evidence in other proceedings and does not purport to determine its
20 admissibility in future litigation. It includes only a mutual restriction on the use of the agreement
21 by the parties themselves, if at all.

22 **CMO H(15)**

23 38. The Settlement Administrator will provide notice of entry of judgment via a
24 settlement website. The website URL will be printed on all settlement checks for reference.

25 **CMO H(16)**

26 39. Should the Court deny or continue the hearing on this Motion, any amended
27 versions of the proposed judgment or other documents will be submitted with a redlined
28 comparison and a supporting declaration authenticating the changes.

CMO H(17), I

40. Plaintiff proposes that the Final Report (Nonappearance) Hearing be scheduled for July 24, 2026. Plaintiff will file the final distribution report no later 5 court days before that hearing, in the form of a declaration from the Settlement Administrator by an individual with personal knowledge. The declaration will include: (1) the date settlement checks were mailed; (2) the total number of checks mailed to Settlement Class Members; (3) the average amount of those checks; (4) the number of checks that remain uncashed; (5) the total value of uncashed checks; (6) the average value of uncashed checks; and (7) the nature and date of the disposition of any unclaimed funds.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on October 7, 2025, at El Segundo, California.



Andrew J. Rowbotham

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

GUADALUPE SANCHEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

B & J, LLC, a California Limited Liability
Company; and DOES 1 through 100,

Defendants.

CASE NO. CVRI2400579

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: May 28, 2025
Time: 8:30 AM
Dept.: 1

Action Filed: February 2, 2024
Trial Date: None Set

1 The Motion of Plaintiff Guadalupe Sanchez (“Plaintiff”) for Preliminary Approval of
2 Class Action Settlement came on regularly for hearing before this Court on May 28, 2025 at 8:30
3 a.m. This Court, having considered the proposed Stipulation of Settlement (“Settlement
4 Agreement”) attached as Exhibit A to the Declaration of Andrew J. Rowbotham filed concurrently
5 herein; having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees who work or worked
16 for Defendant B & J, LLC in California between February 2, 2020
17 and March 24, 2025, and all current and former non-exempt
18 employees who work or worked for Defendants Bernard Karcher
Investments, Inc. and Star Goals, LLC in California between
February 1, 2021 and March 24, 2025.

19 2. The Settlement Agreement specifies for an attorneys’ fees award not to exceed
20 one-third of the Maximum Settlement Amount (\$375,000.00), an award of litigation expenses
21 incurred not to exceed \$35,000.00, proposed Class Representative Enhancement Payment to
22 Plaintiff in an amount not to exceed \$7,500.00, and PAGA civil penalties in the amount of
23 \$100,000.00 (25% of which, \$25,000.00 will be paid to PAGA Aggrieved Employees). The Court
24 will not approve the amount of attorneys' fees and costs, enhancement payment, or PAGA civil
25 penalties, until the Final Approval Hearing.

26 3. For purposes of the Settlement, the Court designates named Plaintiff Guadalupe
27 Sanchez as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and
28 Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel.

1 4. The Court designates Phoenix Settlement Administrators as the third-party
2 Settlement Administrator for mailing notices.

3 5. The Court approves, as to form and content, the Class Notice, Request for
4 Exclusion Form, Objection Form, and Dispute Form (collectively, the “Notice Packet”), attached
5 as Exhibit 1 to this Proposed Order.

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

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

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

19 9. The Court directs the Settlement Administrator to mail the Notice Packet to the
20 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
21 the Settlement Administrator to carry out all duties as required by the Settlement.

22 10. The Court orders the Settlement Administrator to redact the last four digits of all
23 individuals’ Social Security Numbers (“SSN”) from any forms and/or documents filed in
24 connection with the motion for final approval.

25 11. No claim form is required for Settlement Class Members to receive their
26 settlement payment. The Class Notice shall provide at least sixty (60) calendar days’ notice for
27 members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall
28 be accompanied by an exclusion form and objection form that Settlement Class members may

1 use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
2 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
3 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
4 Objections to counsel for all parties. The Settlement Administrator shall file a declaration
5 concurrently with the filing of the Motion for Final Approval of Class Action Settlement which
6 authenticates a copy of every Request for Exclusion and Objection received by the Settlement
7 Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class
8 member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class
9 Action Settlement.

10 12. The Final Approval Hearing on the question of whether the Settlement should be
11 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
12 located at 4050 Main Street, Riverside, California 92501 on October 29, 2025 at 8:30 a.m.

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

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

25 ///

26 ///

27 ///

1 15. An implementation schedule is below (assuming preliminary approval is granted
2 on May 28, 2025):

3 Event	4 Date
5 Defendant to provide Class Member information to the 6 Settlement Administrator no later than [14 calendar days 7 after preliminary approval]:	June 11, 2025
8 Settlement Administrator to mail the Notice Packet to 9 Settlement Class members no later than [14 calendar days 10 after receiving Class Member information]:	June 25, 2025
11 Deadline for Settlement Class members to request 12 exclusion from, or object to, the Settlement, or submit a 13 dispute [60 calendar days after mailing]:	August 25, 2025
14 Deadline for Plaintiff to file Motion for Final Approval of 15 Class Action Settlement [16 court days before Final 16 Approval Hearing]:	October 7, 2025
17 Final Approval Hearing:	October 29, 2025 at 8:30 a.m.

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

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

24 **IT IS SO ORDERED.**

25 Dated: June 5, 2025

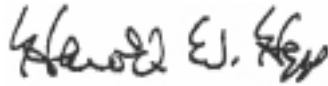
26 
27 _____
28 Hon. Harold W. Hopp
Judge of the Superior Court

EXHIBIT 2



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

CVRI2400579

Hearing Date (if any)

May 28, 2025

Hearing Time

8:30 a.m.

Hearing Location

4050 Main Street, Riversid

Number of aggrieved employees *

709

Gross settlement amount *

1125000.00

Gross penalty amount *

100000.00

Penalties to LWDA *

75000.00

Date of proposed settlement *

05/01/2025

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

Exhibit A – B...g Form SA.pdf

Other Attachment (if any, must be .pdf)

1. 2025-05-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

2. 2025-05-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

3. 2025-05-... J Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

4. 2025-05-... J Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

5. 2025-05-... J Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

6. 2025-05-... J Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

7. 2025-05-... J Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Choose File 8. 2025-05-...f of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, May 5, 2025 10:39:37 AM

05/05/2025 10:38:07 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

Guadalupe Sanchez v. B & J, LLC

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
1/31/2024	ALL	Postage for January, 2024.	1 28.72	28.72
	ALL	Copying cost for January, 2024.	23 0.25	5.75
2/2/2024	IDLC	First legal's Filing fee for: Complaint for Other Employment (Over \$35,000); Summons Issued and Filed; Civil Case Cover Sheet (Complex) (CM-010); Certificate of Counsel. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 1,523.75	1,523.75
	ALL	Filing fee for: LWDA. Order #: [REDACTED]	1 75.00	75.00
2/5/2024	PKH	First legal's Filing fee for: Notice of Posting Jury Fees. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 171.75	171.75
2/14/2024	IDLC	First legal's service fee for: Service of Summons and Complaint Order #: [REDACTED] Process - Branch Next Day Base charge + PDF/Ship + Fuel charge	1 172.04	172.04
2/21/2024	ALL	First legal's filing fee for: Proof of Service Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 15.75	15.75
2/29/2024	ALL	Postage for February, 2024.	1 9.95	9.95

			<u>Qty/Price</u>	<u>Amount</u>
2/29/2024	ALL	Copying cost for February, 2024.	28 0.25	7.00
3/27/2024	ALL	First legal's filing fee for: Joint Statement of Case;Proof of Service;Proof of Service Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 15.75	15.75
4/8/2024	IDLC	First legal's filing fee for: Amended Complaint;Proof of Service Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 15.75	15.75
4/15/2024	IDLC	First legal's filing fee for: Proof of Service Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 15.75	15.75
8/7/2024	IDLC	Kevin T. Barnes mediation fee for January 22, 2025 mediation. Invoice ID: [REDACTED]	1 7,500.00	7,500.00
8/31/2024	IDLC	FedEx for August 2024.	1 15.20	15.20
	ML	Copying cost for August, 2024.	1 0.25	0.25
9/18/2024	IDLC	First legal's filing fee for: Joint Stipulation to Continue the Case Management Conference Pending Mediation; [Proposed] Order;Proof of Service. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.55	36.55
1/31/2025	ML	Westlaw cost for January, 2025.	1 6.20	6.20
2/13/2025	ML	One Legal's Filing fee for Stipulation and order for, proof of service by electronic service (non-complaint) Order #: [REDACTED]	1 44.71	44.71
2/25/2025	ML	BRG Expert fee for services rendered through January 31, 2025. Invoice #: [REDACTED]	1 13,859.00	13,859.00
4/30/2025	ML	Postage for April, 2025.	1 27.00	27.00

		<u>Qty/Price</u>	<u>Amount</u>
4/30/2025	ML Westlaw cost for April, 2025.	1 108.59	108.59
	ML Copying cost for April, 2025.	101 0.25	25.25
5/8/2025	IO One Legal's filing fee for: Stipulation and Order for,Proof of Service by Electronic Service (non-complaint) Order #: [REDACTED]	1 44.71	44.71
5/12/2025	IO One Legal's filing fee for: Motion for Preliminary Approval of Class Action Settlement,Proposed Order (After Hearing) re: Declar Order #: [REDACTED]	1 86.01	86.01
5/19/2025	IO One Legal's filing fee for: Amended Complaint,Proof of Service Order #: [REDACTED]	1 23.02	23.02
5/21/2025	IO One Legal's filing fee for: Proposed Order (hearing) Order #: [REDACTED]	1 23.02	23.02
5/29/2025	IO Riverside County Court Document Purchase: Paid Documents. Transaction ID: [REDACTED]	1 1.00	1.00
5/31/2025	ML Westlaw cost for May, 2025.	1 10.26	10.26
	ML Copying cost for May, 2025.	45 0.25	11.25
6/5/2025	IO One Legal's Filing fee for: Proposed Order re:,Proof of Service by Electronic Service (non-complaint) Order #: [REDACTED]	1 23.02	23.02
9/30/2025	ML Copying cost for September, 2025.	1 0.25	0.25
Total additional charges			<u>\$23,902.25</u>
Balance due			<u><u>\$23,902.25</u></u>

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Guadalupe Sanchez v. B & J, LLC

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client intake interview; review of personnel file and client-provided documents; new client onboarding.	PKH 2.0 hours @ \$925 FWS 4.3 hours @ \$825 JR 0.6 hours @ \$200	\$5,517.50
Conduct legal research regarding Plaintiff's claims; research corporate structure of Defendants; review public filings and search dockets for related actions.	PKH 1.0 hours @ \$925 FWS 2.5 hours @ \$825 AJR 3.2 hours @ \$725	\$5,307.50
Draft and file class action complaint and related case-initiating documents; serve complaint; draft and serve LWDA letter on Defendants and the LWDA; prepare and file First Amended Complaint to add PAGA claim; review CMO.	FWS 2.7 hours @ \$825 AJR 3.8 hours @ \$725 JR 1.4 hours @ \$200	\$5,262.50
Correspondence with opposing counsel regarding service of process and case trajectory; serve complaint; meet and confer with opposing counsel regarding employing entities and claims; draft joint CMC statement and stipulation to continue further status conference.	FWS 2.0 hours @ \$825 AJR 4.7 hours @ \$725 JR 0.8 hours @ \$200	\$5,217.50

Meet and confer with opposing counsel regarding mediation and informal discovery; research and pull mediator availability; review and organize Defendants' mediation data production; review arbitration agreement exemplars; analyze timekeeping and payroll records; prepare task list for expert; confer with expert regarding data analysis; draft mediation brief and compile mediation exhibits.	PKH 2.6 hours @ \$925 FWS 23.5 hours @ \$825 AJR 44.4 hours @ \$725 AMK 3.4 hours @ \$500 JR 2.1 hours @ \$200	\$56,102.50
Attend mediation with Kevin Barnes, Esq.; follow-up client calls.	PKH 8 hours @ \$925 FWS 8 hours @ \$825 AJR 8.2 hours @ \$725	\$19,945.00
Additional calls with client regarding proposed settlement terms; negotiate and draft MOU and long-form settlement agreement and notice packet; confer with opposing counsel regarding terms; obtain and review administration bids.	PKH 1.7 hours @ \$925 FWS 3.1 hours @ \$825 AJR 7.8 hours @ \$725 AMK 9.6 hours @ \$500	\$14,585.00
Draft and file motion for preliminary approval and supporting documents; review CMO for compliance	FWS 4.3 hours @ \$825 AJR 7.9 hours @ \$725 AMK 11.8 hours @ \$500 JR 1.9 hours @ \$200	\$15,555.00
Communicate with settlement administrator; review weekly administration reports; oversee notice process; respond to	FWS 1.0 hours @ \$825 AJR 2.8 hours @ \$725 AMK 3.2 hours @ \$500	\$4,455.00

telephone inquiries from Settlement Class Members.		
Draft and file motion for final approval and supporting documents; review CMO for compliance; review billing entries	PKH 1.2 hours @ \$925 FWS 2.6 hours @ \$825 AJR 4.6 hours @ \$725 AMK 12.4 hours @ \$500 JR 1.5 hours @ \$200	\$13,090.00
Internal meetings regarding case status, mediation, and litigation strategy.	PKH 3.0 hours @ \$925 FWS 3.0 hours @ \$825 AJR 3.0 hours @ \$725	\$7,425.00
TOTAL:		\$152,462.50

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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)

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

EXHIBIT 6



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

February 25, 2025



Via Email: phaines@haineslawgroup.com

RE: Guadalupe Sanchez v. B&J, LLC

Services Rendered Through January 31, 2025

Professional Services	\$	13,859.00	USD
CURRENT CHARGES	\$	13,859.00	USD

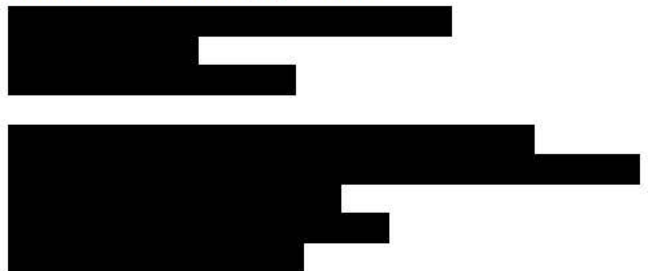
PAYMENT IS DUE BY March 27, 2025

Please direct questions regarding this invoice to: 

Please remit wire/ACH payment to:



Please remit check payment to:



cc:
Andrea Parashos
Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group
RE: Guadalupe Sanchez v. B&J, LLC

Services Rendered Through January 31, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	1.00	675.00
Senior Managing Consultant			
Brooke Truitt	470.00	6.20	2,914.00
Consultant			
Edyney Lopez	395.00	26.00	10,270.00
Total Professional Services		33.20	13,859.00



To: Paul Haines
c/o: Haines Law Group
RE: Guadalupe Sanchez v. B&J, LLC

Page 3 of 3

Services Rendered Through January 31, 2025

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
01/06/25	Jon M. DuMond	Download/review data; case discussions.	0.50
01/06/25	Edyney Lopez	Analyzing data.	1.50
01/07/25	Edyney Lopez	Analyzing data.	7.80
01/07/25	Brooke Truitt	Reviewed analyses.	2.10
01/07/25	Brooke Truitt	Reviewed analyses.	0.80
01/08/25	Edyney Lopez	Analyzing data.	7.40
01/09/25	Edyney Lopez	Analyzing data.	7.40
01/09/25	Brooke Truitt	Reviewed analyses.	1.40
01/10/25	Jon M. DuMond	Review analyses; case discussions.	0.50
01/10/25	Edyney Lopez	Analyzing data.	1.90
01/10/25	Brooke Truitt	Reviewed analyses.	1.90
Professional Services			33.20