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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF RIVERSIDE**

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

17 Plaintiff,

18 vs.

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

21 Defendants.
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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. No claim form is required for Settlement Class Members to receive their
23 settlement payment. The Class Notice shall provide at least sixty (60) calendar days’ notice for
24 members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall
25 be accompanied by an exclusion form and objection form that Settlement Class members may
26 use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
27 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
28 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and

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

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

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, Enhancement
14 Payment, settlement administration costs, and payment to the Labor & Workforce Development
15 Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be
16 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 Enhancement Payment, payment to the LWDA, and settlement
20 administration costs, prior to the Final Approval Hearing according to the time limits set by the
21 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 May 28, 2025):

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

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

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

21 **IT IS SO ORDERED.**

22 Dated: _____, 2025

23 Hon. Harold W. Hopp
24 Judge of the Superior Court
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EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Guadalupe Sanchez v. B & J, LLC

Riverside County Superior Court

Case No.: CVRI2400579

To: All current and former non-exempt employees who work or worked for Defendant B & J, LLC in California between February 2, 2020 and March 24, 2025, and all current and former non-exempt 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.

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

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Guadalupe Sanchez v. B & J, LLC*, Riverside County Superior Court Case No. CVRI2400579 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendants B & J, LLC, Bernard Karcher Investments, Inc., and Star Goals, LLC’s (hereinafter “Defendants”) records show that you are or were employed by B & J, LLC in California between February 2, 2020 and March 24, 2025, and/or are or were employed by Bernard Karcher Investments, Inc., and Star Goals, LLC in California between February 1, 2021 and March 24, 2025 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <https://www.settlementadministrator.com/cvri2400579>.

What is this case about?

Plaintiff Guadalupe Sanchez (“Plaintiff”) brought this Action against Defendants, seeking to assert claims on behalf of a class of all current and former non-exempt employees who work or worked for Defendants in California during the Class Period. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendants: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to reimburse necessary business expenses; (4) failed to provide compliant meal periods; (5) failed to authorize and permit compliant rest periods; (6) failed to furnish accurate, itemized wage statements; (7) engaged in unlawful and unfair business practices; (8) are liable for civil penalties under the Private Attorneys General Act (“PAGA”); and (9) failed to timely pay all wages owed upon separation of employment.

A PAGA action is a form of representative enforcement action that permits employee plaintiffs to act on behalf of the State of California to enforce Labor Code provisions. Acting as a private attorney general, an “aggrieved employee” who has experienced at least one Labor Code violation may bring a PAGA claim to recover civil penalties for the employer’s violations. Seventy-five percent (75%) of any penalties recovered are paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) is distributed among all aggrieved employees.

Defendants deny that they have done anything wrong. Defendants also deny that they owe Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise

of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiff and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policy strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Andrew J. Rowbotham arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendants: FISHER & PHILLIPS LLP Nicole Golob ngolob@fisherphillips.com Harrison Thorne hthorne@fisherphillips.com 444 South Flower Street, Suite 1500 Los Angeles, CA 90070 Tel: (213) 330-4500 Fax: (213) 330-4501
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who work or worked for Defendants during the Class Period. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to pay \$1,125,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative's Enhancement Payment.

Defendants will fund the settlement by depositing the Maximum Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Effective Date. The Effective Date is defined as the later of: (a) if no objections are filed or if all objections are withdrawn, the date on which the Court grants Final Approval; (b) if any objections are filed and not withdrawn, the deadline to file an appeal passes with no appeal filed; or (c) if any appeals are filed, the date when all appeals are resolved or withdrawn without altering the Settlement terms.

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

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$375,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$12,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment of \$7,500.00, to compensate her for her service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Aggrieved Employees as the "PAGA Amount" as described below.

Calculation of Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated among Settlement Class Members based on the number of workweeks each Settlement Class Member worked for Defendants as a non-exempt employee during the Class Period. The Settlement Award for each Settlement Class Member will be calculated by multiplying the NSA by a fraction, the numerator of which is the individual's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the Class Period.
- (ii) PAGA Amount. \$25,000.00 of the Maximum Settlement Amount is designated as the "PAGA Amount." Each current and former non-exempt employee who worked for Defendants B & J, LLC, Bernard Karcher Investments, Inc., or Star Goals, LLC in California at any time between February 1, 2023, and March 24, 2025 (the "PAGA Period") will receive a share of the PAGA Amount in proportion to the number of pay periods worked during the PAGA Period. Each individual's share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of pay periods worked by that individual during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at <<AVERAGE PAYMENT>>. The lowest Settlement Payment to a Settlement Class member is estimated at <<LOWEST PAYMENT>>. The highest Settlement Payment to a Settlement Class member is estimated at <<HIGHEST PAYMENT>>.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The Settlement Administrator will be

responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the settlement awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendants and will not be deducted from the Maximum Settlement Amount.

Release. Plaintiff and every member of the Settlement Class (except those who opt-out) will fully release and discharge Defendants, and all of their officers, directors, employees, and agents (collectively the “Released Parties”) from all claims stated in the operative complaint and those based upon the facts alleged in the operative complaint. This release is limited to claims arising during the Class Period.

In addition, Plaintiff and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff’s letters dated February 2, 2024 and April 11, 2025 to the Labor & Workforce Development Agency (“LWDA”), and only to the extent they are alleged in the operative complaint.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendants in California during the Class Period, and/or the number of pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Settlement Award has been calculated and is listed in the enclosed Dispute Form. As explained above, your estimated Settlement Award is based on the number of workweeks you worked for Defendants in California during the Class Period and the number of pay periods you worked for Defendants in California during the PAGA Period. The information from Defendants’ records used to calculate your Settlement Award is included in your Dispute Form. If you believe the information in that Notice is incorrect, you may submit a written dispute along with any documents supporting your position. Any dispute and supporting documentation must be mailed to the Settlement Administrator and postmarked no later than <<RESPONSE DEADLINE>>. Do not send original documents. Anything you send will not be returned or preserved.

The Settlement Administrator may contact you for clarification and will consult with the Parties to determine whether an adjustment is warranted. Under the terms of the Settlement Agreement, the Settlement Administrator will determine whether you are eligible for a Settlement Award and the amount of that award, if any. The Settlement Administrator’s decision will be final and binding.

Exclude Yourself from the Settlement. If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, telephone number, and signature, and must be postmarked no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Send the completed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. If you submit a timely and valid Request for Exclusion, you will no longer

be a Settlement Class Member and will not receive a Settlement Award. However, you may not opt out of the PAGA portion of the Settlement, and you will still receive a share of the PAGA Amount, as described above.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the class action portion of the Settlement. However, you may not object to the PAGA portion of the Settlement. If the Court overrules your objection, you will still be bound by the terms of the Settlement.

To object, you may submit a written Objection Form to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number (*Guadalupe Sanchez v. B & J, LLC*, Riverside County Superior Court Case No. CVRI2400579), and a detailed explanation of each reason for your objection. If you are represented by an attorney, you must also provide your attorney's contact information. You may attach legal or factual support for your objection, including any evidence. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may appear either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>. The Settlement Administrator has also hosted a website with documents and information related to this Settlement at <<WEBSITE URL>>. You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

DISPUTE FORM

Guadalupe Sanchez v. B & J, LLC,
Riverside County Superior Court
Case No.: CVRI2400579

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS <<INSERT ADMINISTRATOR CONTACT INFO>>

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendants' records:

- You <<DID/DID NOT>> work for B & J, LLC in California between February 2, 2020 and March 24, 2025;
- You <<DID/DID NOT>> work for Bernard Karcher Investments, Inc. and/or Star Goals, LLC in California between February 1, 2021 and March 24, 2025;
- You worked ____ workweeks for B & J, LLC in California between February 2, 2020 and March 24, 2025;
- There were a total of ____ workweeks worked for B & J, LLC in California by all Class Members between February 2, 2020 and March 24, 2025;
- You worked ____ workweeks for Bernard Karcher Investments, Inc. and/or Star Goals, LLC in California between February 1, 2021 and March 24, 2025;
- There were a total of ____ workweeks worked for Bernard Karcher Investments, Inc. and/or Star Goals, LLC in California by all Class Members between February 1, 2021 and March 24, 2025;
- You worked ____ pay periods for B & J, LLC, Bernard Karcher Investments, Inc. and/or Star Goals, LLC in California between February 1, 2023 and March 24, 2025; and
- There were a total of ____ pay periods worked for B & J, LLC, Bernard Karcher Investments, Inc. and/or Star Goals, LLC in California by all PAGA Aggrieved Employees between February 1, 2023 and March 24, 2025.

Based on this information, your Individual Class Settlement Payment is estimated to be \$____. Your Individual PAGA Settlement Payment is estimated to be \$_____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Guadalupe Sanchez v. B & J, LLC
Riverside County Superior Court
Case No.: CVRI2400579

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL, FAX, OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR]

Guadalupe Sanchez v. B & J, LLC
SETTLEMENT ADMINISTRATOR

<<INSERT ADMINISTRATOR CONTACT INFO>>

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

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Guadalupe Sanchez v. B & J, LLC*, Riverside County Superior Court Case No. CVRI2400579.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *GUADALUPE SANCHEZ V. B & J, LLC*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2400579.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Guadalupe Sanchez v. B & J, LLC,
Riverside County Superior Court
Case No.: CVRI2400579

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT <<INSERT ADMINISTRATOR CONTACT INFO>>. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name	Telephone Number
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Address	Last 4 SSN
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Date	Signature
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DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:
