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April 7, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Ana Cisneros v. SCP Hospitality Manager LLC, et al.*

Dear PAGA Administrator:

This office represents Ana Cisneros in connection with her claims under the California Labor Code. Ms. Cisneros was an employee of SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; and/or SOUL COMMUNITY PLANET, INC. For the purpose of this letter, Ms. Cisneros collectively refers to these entities as "SCP."

The employers may be contacted directly at the addresses below:

SCP HOSPITALITY MANAGER LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP HOSPITALITY MANAGER LLC
MSC-184835 PO BOX 105168
ATLANTA, GA 30348-5167

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SOUL COMMUNITY PLANET, INC.
825 S COAST HWY
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Ms. Cisneros intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Cisneros seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SCP as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SCP employed Ms. Cisneros as an hourly paid, non-exempt employee from approximately March 2023 to April 2024. Ms. Cisneros worked for SCP as a Housekeeping Manager at its SCP Mendocino Coast Lodge hotel located in Albion, California. During her employment, Ms. Cisneros typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of her employment, Ms. Cisneros was compensated approximately \$25.00 per hour. Her job duties included, without limitation, assigning housekeeping staff to rooms; cleaning rooms; laundering bedding, linens, and cleaning cloths and towels; and maintaining cleanliness of common areas.

SCP committed each of the following Labor Code violations against Ms. Cisneros, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

SCP's Company-Wide and Uniform Payroll and HR Practices

SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; and SCP SEVEN4ONE LLC are Delaware limited liability companies, while SOUL COMMUNITY PLANET, INC. is a California corporation. Together, they own and operate lodges and boutique hotels with a portfolio of ten properties in the United States, including four (4) hotel locations in California. Upon information and belief, SCP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Laguna Beach, California, for all non-exempt, hourly paid employees

¹ These facts, theories, and claims are based on Ms. Cisneros's experience and counsel's review of those records currently available relating to Ms. Cisneros's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Cisneros reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

working for SCP in California, including Ms. Cisneros and other aggrieved employees. At all relevant times, SCP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cisneros and other aggrieved employees, regardless of their location or position.

Upon information and belief, SCP maintains a centralized Payroll department at its corporate headquarters in Laguna Beach, California, which processes payroll for all non-exempt, hourly paid employees working for SCP in California, including Ms. Cisneros and other aggrieved employees. Further, SCP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Cisneros and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SCP utilized the same methods and formulas when calculating wages due to Ms. Cisneros and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SCP willfully failed to pay all overtime wages owed to Ms. Cisneros and other aggrieved employees. During the relevant time period, Ms. Cisneros and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SCP had, and continues to have, a company-wide policy and/or practice of requiring Ms. Cisneros and other aggrieved employees to perform work-related tasks off-the-clock after their scheduled shifts. For example, in order to complete her assigned tasks, at least three (3) times per week, Ms. Cisneros was required to continue working after she clocked out, but before she could leave for the day. Ms. Cisneros would spend up to one (1) hour off-the-clock laundering bedding and linens to ensure sufficient clean linens were available for the following day's room bookings, time for which she was not paid. Thus, SCP failed to track all the time Ms. Cisneros and other aggrieved employees spent performing work-related tasks outside of their scheduled shifts, and Ms. Cisneros and other aggrieved employees received no compensation for this time.

Second, upon information and belief, SCP had, and continues to have, a company-wide policy and/or practice of understaffing its hotel locations while assigning heavy workloads, including pressuring employees to keep up with strict time constraints for completing room turnovers. Specifically, upon information and belief, SCP's office staff were responsible for creating employee schedules and based staffing levels for a given day on the number of booked rooms. However, because room bookings fluctuated after schedules were released, employees were frequently left shorthanded and understaffed, forcing Ms. Cisneros and other aggrieved employees to take on additional work duties.

SCP's policies and/or practices resulted in a failure to provide Ms. Cisneros and other aggrieved employees with adequate meal period coverage. Moreover, SCP had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Cisneros and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Cisneros and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, at least three (3) times per week, Ms. Cisneros was required to work through her meal periods due to understaffing and pressure to meet SCP's strict time constraints for completing room turnovers, particularly during the peak checkout period. Additionally, Ms. Cisneros's meal periods were sometimes interrupted because a guest had arrived early for check-in, while Ms. Cisneros was taking her meal period, often requiring Ms. Cisneros to cut short her meal period and return to work to complete a room turnover. Thus, Ms. Cisneros and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads and meet guest demand. SCP did not compensate Ms. Cisneros and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, SCP required Ms. Cisneros and other aggrieved employees to use their company-issued walkie-talkies to communicate with supervisors and coworkers at all times, including during unpaid meal periods. SCP expected that Ms. Cisneros and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Ms. Cisneros's meal periods, SCP's front desk staff would contact Ms. Cisneros on her company-issued walkie-talkie to inform her of guests arriving at the property for check-in, but did not compensate her for this time. SCP knew or should have known that Ms. Cisneros and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet SCP's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, because SCP frowned upon employees accruing meal period premiums, SCP's management pressured employees to clock out for meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal period premiums that SCP would otherwise owe. For example, Ms. Cisneros would clock out for her meal period but would continue working through her unpaid meal period, out of fear of being disciplined by SCP. Thus, SCP did not record all hours worked during meal periods, and Ms. Cisneros and other aggrieved employees performed work during meal periods for which they were not paid.

SCP knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cisneros and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cisneros and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Cisneros and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SCP's failure to pay Ms. Cisneros and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining “Hours Worked”).

First, as set forth above, SCP had and continues to have, company-wide policies and/or practices of requiring Ms. Cisneros and other aggrieved employees to perform work-related tasks while off-the-clock. For example, as stated, Ms. Cisneros was required to spend up to one (1) hour laundering bedding and linens after she clocked out, but before she could leave for the day, time for which she was not paid. As a result, SCP failed to track this time that Ms. Cisneros and other aggrieved employees spent working off-the-clock, and thus, Ms. Cisneros and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to SCP’s company-wide policies and/or practices of understaffing its hotel locations while assigning heavy workloads, which included pressuring employees to keep up with strict time constraints for completing room turnovers, failing to adhere to a schedule for meal periods, and requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, Ms. Cisneros and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, in order to limit meal period premiums that SCP would otherwise owe, SCP pressured Ms. Cisneros and other aggrieved employees to clock out for meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SCP systematically failed to pay Ms. Cisneros and other aggrieved employees for all hours worked during unpaid meal periods because these hours were not always correctly recorded.

SCP did not pay at least minimum wages for all hours worked by Ms. Cisneros and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SCP did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SCP regularly failed to pay at least minimum wages to Ms. Cisneros and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at

the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, SCP had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to keep up with strict time constraints for completing room turnovers. As also stated, upon information and belief, SCP's office staff were responsible for creating employee schedules and based staffing levels for a given day on the number of booked rooms. However, because room bookings fluctuated after the work schedules were released, employees were frequently left shorthanded and understaffed, forcing Ms. Cisneros and other aggrieved employees to take on additional work duties. SCP's policies and/or practices resulted in a failure to provide Ms. Cisneros and other aggrieved employees with adequate meal period coverage and prevented Ms. Cisneros and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, SCP failed to adhere to a schedule for meal periods, which further caused Ms. Cisneros and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Second, as stated, SCP had a policy and/or practice of requiring that Ms. Cisneros and other aggrieved employees carry their company-issued walkie-talkies at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, as stated, SCP's front desk staff interrupted Ms. Cisneros's meal periods by contacting her on her company-issued walkie-talkie to inform her of guests arriving at the property for check-in.

As a result, Ms. Cisneros and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, at least three (3) times per week, Ms. Cisneros was required to work through her meal periods due to understaffing and pressure to meet SCP's strict time constraints for completing room turnovers, particularly during the peak checkout period. As also stated, Ms. Cisneros's meal periods were interrupted by SCP's front desk staff alerting her over the radio that a guest had arrived early for check-in, often requiring Ms. Cisneros to cut short her meal period and return to work to finish turning over a guest room. Further, Ms. Cisneros took her meal periods late, after the fifth hour of work, due to the lack of meal period coverage and heavy workload. Thus, SCP failed to provide Ms. Cisneros and other aggrieved employees with compliant, 30-minute meal periods.

Third, as stated, because SCP frowned upon employees accruing meal period premiums, SCP's management pressured employees to clock out for meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that

would need to be paid by SCP. For example, as stated, Ms. Cisneros would clock out for her meal period but would then work through her unpaid meal period, out of fear of being disciplined by SCP. Ms. Cisneros and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SCP knew or should have known that, as a result of these policies, Ms. Cisneros and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SCP further knew or should have known that SCP did not pay Ms. Cisneros and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, SCP engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cisneros and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SCP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SCP regularly failed to authorize and permit Ms. Cisneros and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SCP's company-wide policies and practices of understaffing while assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Cisneros and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SCP also failed to schedule rest periods at all, which, coupled with

SCP's failure to provide adequate rest period coverage, further led to Ms. Cisneros and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, SCP maintained a company-wide on-premises rest period policy, which effectively required that Ms. Cisneros and/or other aggrieved employees remain on SCP's premises during their rest periods. Because Ms. Cisneros and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SCP effectively maintained control over Ms. Cisneros and/or other aggrieved employees during rest periods.

As a result of SCP's practices and policies, Ms. Cisneros and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, about eight (8) times per week, Ms. Cisneros had to forgo her rest periods due to the heavy workload and SCP's failure to schedule rest periods for employees.

SCP also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Cisneros and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SCP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SCP has not provided Ms. Cisneros and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SCP has knowingly and intentionally provided Ms. Cisneros and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SCP issued uniform wage statements to Ms. Cisneros and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SCP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SCP did not accurately record the time Ms. Cisneros and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SCP did not list the correct amount of gross wages and net wages earned by Ms. Cisneros and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SCP failed to accurately list the total number of hours worked by Ms. Cisneros and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SCP willfully failed to maintain accurate payroll records for Ms. Cisneros and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SCP engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cisneros and other aggrieved employees, in violation of section 1198.

Because SCP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cisneros and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Cisneros and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SCP failed to pay Ms. Cisneros and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SCP willfully failed to pay Ms. Cisneros and other aggrieved employees who are no longer employed by SCP the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SCP's employ.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, SCP, on a company-wide basis, required that Ms. Cisneros and other aggrieved employees use their own personal vehicles to run company errands. For example, when SCP's company-issued golf carts were out of service, Ms. Cisneros was required to use her personal vehicle to travel across SCP's Mendocino Coast Lodge premises several times throughout her shifts, which could be up to seven (7) miles per day. Although SCP required Ms. Cisneros and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SCP failed to reimburse them for their mileage or travel expenses.

SCP could have provided Ms. Cisneros and other aggrieved employees with company vehicles; or SCP could have reimbursed employees for the costs of their mileage and travel expenses. Instead, SCP passed these operating costs onto Ms. Cisneros and other aggrieved employees. At all relevant times, Ms. Cisneros did not earn at least two (2) times the minimum wage.

Thus, SCP had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SCP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cisneros's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cisneros seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Cisneros, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and

the State of California against SCP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Cisneros seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: SCP HOSPITALITY MANAGER LLC (via U.S. Certified Mail); SCP ALBION LLC (via U.S. Certified Mail); SCP HOSPITALITY LLC (via U.S. Certified Mail); SCP HOSPITALITY II LLC (via U.S. Certified Mail); SCP LAGUNA LLC (via U.S. Certified Mail); SCP MENDOCINO LLC (via U.S. Certified Mail); SCP SEVEN4ONE LLC (via U.S. Certified Mail); SOUL COMMUNITY PLANET, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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☐ Return Receipt (electronic) _____
☐ Certified Mail Restricted Delivery _____
Postmark Here _____

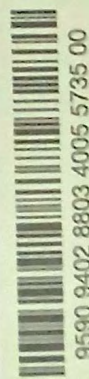
SCP HOSPITALITY
MANAGER LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SCP HOSPITALITY
MANAGER LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SCP HOSPITALITY
MANAGER LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 8803 4005 5735 00

2. **A** 9589 0710 5270 0211 0128 37 **certified Delivery**

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____
☒ Agent
☐ Addressee

Received by (Printed Name) _____ C. Date of Delivery _____

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail[®]
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0128 44

SCP HOSPITALITY
MANAGER LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

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C13NCR05

V. SCP

Postmark

SCP HOSPITALITY

MANAGER LLC

MSC-184835

P.O. BOX 105168

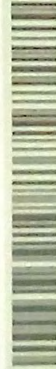
Atlanta, GA 30348-5167

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MANAGER LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167



9590 9402 8803 4005 5735 17

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COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- ☒ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
 - ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0128 51

SCP ALBION LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Postmark

SCP ALBION LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

9589 0710 5270 0211 0128 51

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SCP ALBION LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



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2. Article Number (transfer from service label)

9589 0710 5270 0211 0128 51

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☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail[®]
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 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
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Los Angeles, CA. 90067



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MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

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MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

9590 9402 8803 4005 5735 31
2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 68

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A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postmark
Cisneros
V. SCP

SCP ALBION LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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1875 Century Park, East, 1000
Los Angeles, CA. 90067



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☒ Return Receipt (hardcopy)	
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☐ Certified Mail Restricted Delivery	

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V. 20

SCP HOSPITALITY LLC

825 S. Coast Hwy
Laguna Beach, CA 92651

SCP HOSPITALITY LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

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825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 8803 4005 5735 48

Number from service label

2

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A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature	☐ Priority Mail Express [®]
☐ Adult Signature Restricted Delivery	☐ Registered Mail [™]
☒ Certified Mail [®]	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation [™]
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	☐ Insured Mail
☐ Insured Mail	☐ Restricted Delivery

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☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

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SCP HOSPITALITY LLC

MSC-184835

P.O. BOX 105168

Atlanta, GA 30348

SCP HOSPITALITY LLC

MSC-184835

P.O. BOX 105168

Atlanta, GA 30348

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Atlanta, GA 30348



9590 9402 8803 4005 5735 62

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9589 0710 5270 0211 0128 99

(over \$500)

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A. Signature

☐ Agent

☐ Addressee

☒ Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Insured Mail[®]

☐ Insured Mail Restricted Delivery

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail Restricted Delivery \$
Postmark Here

SCP HOSPITALITY II LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SCP HOSPITALITY II LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

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Laguna Beach, CA 92651



9590 9402 8803 4005 5735 55

2. Article Number (transfer from service label)

9589 0710 5270 0211 0128 82

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A. Signature ☐ Agent
☒ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
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1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SCP HOSPITALITY II LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

7021 1970 0000 9011 3788

9590 9402 7575 2098 7284 28

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A. Signature

☒ Addressee

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Adult Signature

☒ Certified Mail®

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☐ Signature Confirmation™

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☐ Collect on Delivery

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7021 1970 0000 9011 3788

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☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified 1
☐ Adult Sig
☐ Adult Sig
Postage \$
Total Postage \$
Sent To P.O. BOX 105168
Street and/or City, State, ZIP+4® Atlanta, GA 30348
Postmark
J. SCP Hospitality

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

7021 1970 0000 9011 3788

7021 1970 0000 9011 3788

CERTIFIED MAIL®
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SCP HOSPITALITY II LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SCP LAGUNA LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

7021 1970 0000 9011 3795

9590 9402 7575 2098 7284 35

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7021 1970 0000 9011 3795

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A. Signature

☒ Addressee

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

Service Type

☐ Adult Signature Restricted Delivery

☐ Adult Signature Registered Mail[®] Restricted Delivery

☐ Registered Mail[®] Restricted Delivery

☐ Certified Mail[®] Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

Signature Confirmation[™]

☐ Signature Confirmation[™]

☐ Restricted Delivery

7021 1970 0000 9011 3795

7021 1970 0000 9011 3795

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541 10/10/10

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Laguna Beach, CA 92651

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SCPLAGUNA LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SCP MENDOCINO LLC
741 S. Coast Hwy
Laguna Beach, CA 92651

2. Article Number (Transfer from service label)
7021 1970 0000 9011 3818

9590 9402 7575 2098 7284 59

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Return Receipt (hard copy)
☐ Return Receipt (electronic)
☐ Extra Services & Fees (check box, add fee as appropriate)
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Adult Sign
☐ Adult Sign Restricted Delivery
☐ Restricted Delivery

A. Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

E. If YES, enter delivery address below:

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☐ Return Receipt (hard copy)
☐ Certified Mail
☐ Adult Sign
☐ Adult Sign Restricted Delivery
☐ Restricted Delivery
Postage
\$
Total Postage
\$
Sent To
Street and/
City, State,
Zip+4
7021 1970 0000 9011 3818
7021 1970 0000 9011 3818

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

741 S. Coast Hwy
Laguna Beach, CA 92651

SCP MENDOCINO LLC

741 S. Coast Hwy
Laguna Beach, CA 92651

7021 1970 0000 9011 3818

7021 1970 0000 9011 3818

Certified Mail

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SCP MENDOCINO LLC
741 S. Coast Hwy
Laguna Beach, CA 92651

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hard copy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage \$
Total Post \$
Sent To
Street and
City, State

7021 1970 0000 9011 3825
7021 1970 0000 9011 3825

7021 1970 0000 9011 3825

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hard copy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sig
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Postage \$
Total Post \$
Sent To
Street and
City, State

7021 1970 0000 9011 3825
7021 1970 0000 9011 3825

7021 1970 0000 9011 3825

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CPVENOSV.
JW HOSKINS

SCP MENDOCINO LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

SCP MENDOCINO LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery[™]
☒ Certified Mail[®]
☒ Certified Mail Restricted Delivery[™]
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery[™]
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery[™]

2. Article Number (Transfer from service label)
9590 9402 7575 2098 7284 97
7021 1970 0000 9011 3825
PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

SCP MENDOCINO LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	
SCP SEVEN4ONE LLC 825 S. Coast Hwy Laguna Beach, CA 92651	
7021 1970 0000 9011 3832	
2. Article Number (Transfer from service label) 9590 9402 7575 2098 7285 03	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail TM ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation TM ☐ Signature Restricted Delivery ☐ Priority Mail Express [®]	
4. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
B. Received by (Printed Name) C. Date of Delivery	
A. Signature ☒ X ☐ Addressee ☐ Agent	
Domestic Return Receipt	

CERTIFIED MAIL® Domestic Mail Only		U.S. Postal Service™ CERTIFIED MAIL® RECEIPT	
For delivery information, visit our website at www.usps.com .			
Certified Mail Fee \$ _____		<i>USPS v1</i> <i>SCP Seven4One LLC</i>	
☒ Extra Services & Fees (check box, add fee as appropriate) \$ _____		Postmark _____	
☐ Return Receipt (hardcopy)			
☐ Certified			
☐ Adult SI			
☐ Adult SI			
Postage \$ _____			
Total Post \$ _____			
Sent To _____			
Street and _____			
City, State _____			
ZIP+4® _____			
Delivery Point _____			

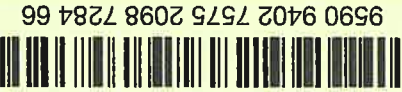
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SCP SEVEN4ONE LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP SEVEN4ONE LLC
MSC 184835
P.O. BOX 105168
Atlanta, GA 30348



9590 9402 7575 2098 7284 66

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3849

Restricted Delivery

3. Service Type
- ☐ Adult Signature Restricted Delivery
 - ☐ Adult Signature Registered Mail™
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- A. Signature ☒ Addressee ☐ Agent
5. Received by (Printed Name) C. Date of Delivery

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SCP SEVEN4ONE LLC
MSC 184835
P.O. BOX 105168
Atlanta, GA 30348



7021 1970 0000 9011 3849
7021 1970 0000 9011 3849

CERTIFIED MAIL®

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sign
☐ Adult Sign
Postage \$
Total Post \$
Sent To
Street and
City, State,
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SCP SEVEN4ONE LLC
MSC 184835
P.O. BOX 105168
Atlanta, GA 30348

C. Enerys U.
C. Enerys U.
C. Enerys U.
Postmark

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		SOUL COMMUNITY PLANET, INC. MSC 184835 P.O BOX 105168 Atlanta, GA 30348-5167	
1. Signature ☒		B. Received by (Printed Name) _____	
☐ Agent ☐ Addressee		C. Date of Delivery _____	
D. If delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____		J. Service Type _____ ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery (500)	
Article Number (Transfer from service label) _____ 9590 9402 7575 2098 7284 80 		Domestic Return Receipt PS Form 3811, July 2020 PSN 7530-02-000-9053	

**SOUL COMMUNITY
PLANET, INC.**
MSC 184835
P.O BOX 105168
Atlanta, GA 30348-5167

U.S. Postal ServiceTM
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified \$
☐ Adult Sig \$
☐ Adult Sig \$
 Postage \$
 Total Post \$
 Sent To \$
 Street and \$
 City, State \$

Liveries J. Scripps Valley

**SOUL COMMUNITY
 PLANET, INC.**
 MSC 184835
 P.O BOX 105168
 Atlanta, GA 30348-5167

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		PS Form 3811, July 2020 PSN 7530-02-000-9055	
SOUL COMMUNITY PLANET, INC. 825 S. Coast Hwy Laguna Beach, CA 92651		7021 1970 0000 9011 3855 Article Number (Transfer from service label)	
COMPLETE THIS SECTION ON DELIVERY		9590 9402 7575 2098 7284 73 	
A. Signature ☒		3. Service Type ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
B. Received by (Printed Name) C. Date of Delivery ☐ Addressee ☐ Agent		4. Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:		Domestic Return Receipt	

**SOUL COMMUNITY
PLANET, INC.**
825 S. Coast Hwy
Laguna Beach, CA 92651

CERTIFIED MAIL[®] PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.					
7021 1976 0000 026T T20Z 958E TT06 0000 026T T20Z					
U.S. Postal Service[™] CERTIFIED MAIL[®] RECEIPT <i>Domestic Mail Only</i>					
For delivery information, visit our website at www.usps.com . OFFICIAL USE					
Certified Mail Fee		<i>Example v. SLP</i> <i>BOSP. today</i> Postmark			
Extra Services & Fees (check box, add fee as appropriate)					
☒ Return Receipt (hard copy)		\$ _____			
☐ Return Receipt (electronic)		\$ _____			
☐ Certified					
☐ Adult Sig.					
☐ Adult Sign					
Postage					
Total Postage					
\$ _____					
Sent To					
Street and/or					
City, State, ZIP+4 [®]					
SOUL COMMUNITY PLANET, INC. 825 S. Coast Hwy Laguna Beach, CA 92651					
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions					