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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

Keenan Monette and Adam Grady, individuals,
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

S&D Carwash Management, LLC, a Delaware
Corporation, doing business as Quick Quack
Car Wash and DOES 1 through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum and Overtime Wages
2. Failure to Provide Required Meal Periods
3. Failure to Authorize and Permit Required Paid Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
8. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff Keenan Monette (hereinafter “Plaintiff Monette” or “Monette”) and Adam Grady
2 (hereinafter “Plaintiff Grady” or “Grady”) (collectively hereinafter, the “Plaintiffs”), on behalf of
3 themselves and all other similarly situated current and former hourly, non-exempt employees of
4 Defendant, allege on information and belief, except for with regard to their own acts and
5 experiences, which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. This is a putative class action brought against Defendant S&D Carwash
8 Management, LLC, *doing business as* Quick Quack Car Wash (hereinafter “SDCM” or
9 “Defendant”) for (i) failing to pay minimum and overtime wages at the lawful regular rate of pay
10 for all work performed; (ii) failing to provide compliant, uninterrupted, duty-free meal periods; (iii)
11 failing to authorize and permit compliant, paid, duty-free rest periods; (iv) failing to pay all owed
12 wages each and every pay period; (v) failing to indemnify and reimburse for business expenses
13 incurred; (vi) failing to provide accurate, compliant, itemized wage statements; (vii) failing to pay
14 all wages owed upon separation of employment; and (viii) violation of California’s Unfair
15 Competition Law (“UCL”), Business & Professions Code § 17200, *et seq*; and, (ix) violating the
16 California Private Attorneys General Act (hereinafter the “PAGA”).

17 2. Plaintiffs are members of and the named representatives for the Class, the Separated
18 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 16-18, below. The
19 term “Class” includes Plaintiffs and all other persons who are members of the “Class,” and/or the
20 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined, below.

21 3. The State of California Private Attorneys General Act of 2004 allows for a tolling of
22 the limitations period during the period during which the California Labor and Workforce
23 Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be curing, the
24 alleged violations. Cal. Labor Code § 2699.3(d). On July 1, 2025, pursuant to Cal. Labor Code §
25 2699.3(a)(1), counsel for Plaintiffs, on behalf of Monette and Grady, provided written notice via
26 online filing with the LWDA and via certified mail, with return-receipt, to the employer /
27 Defendant, alleging violations of the California Labor Code and the facts and theories that support
28 the alleged violations. (*see Exhibit 1*, attached hereto and incorporated by this reference herein).

1 Additionally, on July 1, 2025, pursuant to Cal. Labor Code §2699.3(a)(1)(B), counsel for Plaintiffs,
2 on behalf of Monette and Grady, submitted the required filing fee of \$75 to the LWDA. (*see Ex. 1*).

3 **JURISDICTION AND VENUE**

4 4. This Court has jurisdiction over this Action, pursuant to California Code of Civil
5 Procedure (“CCP”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a Class
6 Action on behalf of Plaintiffs and similarly situated non-exempt employees of Defendant, pursuant
7 to CCP § 382.

8 5. Venue is proper in this Court, pursuant to CCP §§ 395 and 395.5, because Plaintiffs
9 performed work on behalf of Defendant in the County of San Bernardino and Defendant committed
10 a significant portion of the wrongful conduct against Plaintiffs and Members of the Class herein
11 alleged in the County of San Bernardino

12 **THE PARTIES**

13 **A. Plaintiffs and the Class**

14 6. Plaintiff Keenan Monette was employed by Defendant as an hourly, non-exempt
15 “quality control laborer” from approximately December 2022 *through* May 16, 2025. Plaintiff
16 Monette worked as part of an installation team that traveled to worksites throughout the United
17 States, including multiple sites throughout the State of California, building/installing new car wash
18 locations for Defendant. Plaintiff Monette earned approximately \$23 per hour.

19 7. Plaintiff Adam Grady was employed by Defendant as an hourly, non-exempt
20 “quality control laborer” from approximately March 2019 *through* July 2024. Plaintiff Grady
21 worked as part of an installation team that traveled to worksites throughout the United States,
22 including multiple sites throughout the State of California, building/installing new car wash
23 locations for Defendant. Plaintiff Grady earned approximately \$25 per hour.

24 8. Plaintiffs allege that Defendant had a pervasive practice of altering and/or falsifying
25 time records in violation of California law. Defendant’s manager repeatedly has told Defendant’s
26 employees that he has the authority to change time records and that he does so. Plaintiffs and the
27 Class Members have been subjected to time theft, based on this timecard alteration practice by
28 Defendant’s management personnel. Defendant required Plaintiffs to record inaccurately their first

1 and second meal periods at specific times even though Defendant failed to provide meal periods at
2 those times and directed Plaintiffs to work off-the-clock for those periods. One of Plaintiffs'
3 managers, Mr. Jeff Eutsey, boastfully told Plaintiffs and other Class Members to "*clock out for*
4 *your fake lunch break,*" in order to show purported but false compliance with California's strict
5 meal period laws. Further, Mr. Eutsey instructed employees to set "alarms" on their telephones for
6 a specific time in order to make sure meal periods were being recorded before the 5th hour of work
7 *even though* he directed Plaintiffs and the Class Members to continue working at those times.
8 Additionally, Defendant failed to provide lawfully compliant second meal periods on shifts greater
9 than 10 hours, which were frequently worked by Plaintiffs and the Class Members. Also, Plaintiff
10 Grady alleges that he frequently was required to perform administrative tasks while in his hotel
11 room in the evening, while off-the-clock, and that Defendant failed to pay wages for this work.

12 9. Due to Defendant's failure to staff projects adequately, coupled with strict project
13 timelines, Defendant did not actually authorize and permit Plaintiffs to take duty-free rest periods.

14 10. Plaintiffs were required to use their personal cellular/mobile telephones for work-
15 related purposes without any reimbursement. Specifically, Plaintiffs were required to participate in
16 groups texts, make/receive work-related phone calls, take pictures of work completed, send emails,
17 conduct research on projects they were working on, and download and utilize various "apps" that
18 were required to be on their personal phones, all without any reimbursement or opportunity to use a
19 company phone and/or company wireless services account. Also, Plaintiff Grady alleges that
20 several times each year his flight home from a job assignment had been cancelled due to weather
21 and that, in order for him to get back home to his family, he was required to purchase his own
22 airplane ticket without reimbursement from Defendant, or else he was required to remain at a hotel
23 for the weekend without any wages being paid.

24 11. The Members of the Class and Subclasses are similarly situated persons who are
25 presently employed or were formerly employed by Defendant as hourly, non-exempt employees in
26 the State of California who: 1) were not paid minimum wages and overtime wages at the lawful
27 rate of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free
28 30-minute meal periods or premium pay in lieu thereof; 3) were not authorized and permitted to

1 take compliant, paid, duty-free 10-minute rest periods or given premium pay in lieu thereof; 4)
2 were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred
3 business expenditures; 6) were not provided with all earned wages upon their separation of
4 employment; and/or 7) were not provided compliant, accurate, itemized wage statements.

5 **B. Defendant**

6 12. Defendant S&D Carwash Management, LLC (“SDCM”), *doing business as* Quick
7 Quack Car Wash, is a corporation that was formed under the laws of the State of Delaware, on or
8 about July 22, 2004. SDCM constructs, owns, and operates approximately 280 car wash locations
9 in Arizona, California, Colorado, Texas and Utah, with at least 115 locations of these locations in
10 the State of California. SDCM began in 2004 in Sacramento and in 2008 grew via the purchase of
11 Quick Quack Car Wash. Defendant is headquartered in Roseville, California. The company
12 website can be found at: <https://www.dontdrivedirty.com/about-qq/>

13 13. Based upon information and belief, Defendant employed Plaintiffs and the Class
14 Members to perform work constructing and installing new car wash operations / locations
15 throughout California and in the County of San Bernardino, among other places.

16 14. The true names, identities and capacities, whether individual, corporate, associate or
17 otherwise of the Defendants sued herein as DOES 1 through 50, inclusive, are presently unknown
18 to Plaintiffs, who therefore sue these Defendants by such fictitious names, pursuant to CCP § 474.
19 Plaintiffs are ignorant of the true names, capacities, relationships and extent of participation in the
20 alleged violations by those Defendants sued herein as DOES 1 through 50 but are informed and
21 believe and thereon allege that said Defendants are legally responsible for the wrongful conduct
22 alleged herein and therefore sues these Defendants by such fictitious names.

23 15. The agents, servants and/or employees of Defendants and each of them, acting on
24 behalf of the Defendants, acted within the course and scope of his, her, their, or its authority as the
25 agents, servants and/or employees of the Defendants, and personally participated in the conduct
26 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
27 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
28 Defendants are jointly and severally liable to Plaintiffs and the other non-exempt hourly employee

1 Class Members, for the losses sustained as a proximate result of the conduct of the Defendants’
2 agents, servants and/or employees.

3 16. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
4 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are
6 legally attributable to the other Defendants. Plaintiffs are informed and believe, and based thereon,
7 allege that each of the Defendants designated herein is legally responsible in some manner for the
8 unlawful acts referred to herein. To the extent required, Plaintiffs will seek leave of Court to
9 amend this Complaint to reflect the true names and capacities of these Defendants, when they have
10 been ascertained and become known.

11 CLASS ACTION ALLEGATIONS

12 17. Plaintiffs bring this action on behalf of themselves and all other similarly situated
13 persons as a class action pursuant to CCP § 382. Plaintiffs seek to represent a Class composed of
14 defined as follows:

15 **All of Defendant’s hourly, non-exempt quality control laborer employees and/or**
16 **similarly titled positions who have performed new car wash installations in the**
17 **State of California at any time since July 1, 2021 through the date as determined**
18 **by the Court (“Class Period”) (“Class Members”).**

19 18. Plaintiffs also seek to bring this action on behalf of themselves and all other
20 similarly situated persons in a Subclass of the Plaintiffs Class, which is composed of and defined as
21 follows:

22 **All Class Members whose employment by Defendant(s) ended at any time since**
23 **July 1, 2022 (“Separated Subclass Members”).**

24 19. Plaintiffs also seek to bring this action on behalf of themselves and all other
25 similarly situated persons in a Subclass of the Plaintiffs Class, which is composed of and defined as
26 follows:

27 **All Class Members employed by Defendant(s) at any time since July 1, 2024**
28 **(“Wage Statement Subclass Members”).**

1 20. This action has been brought and may be maintained as a class action, pursuant to
2 CCP § 382, because there is a well-defined community of interest among many persons who
3 comprise a readily ascertainable class.

4 a. The Class Members are so numerous that individual joinder of all of them as
5 plaintiffs is impractical. Although the exact number of Class Members is unknown
6 to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that
7 there are not less than 50 Class Members.

8 b. The identity of Class Members can readily be determined from Defendant's records.
9 Defendant's records include the name and address of every Class Member who
10 performed work for them during the Class Period.

11 c. Common questions of law and fact exist as to Class Members and predominate over
12 any questions that may affect only individual Class Members. These common
13 questions include, but are not limited to:

14 (1) Did Defendant violate Labor Code §§ 510, 1194, and/or 1197 by failing to
15 pay Class Members for all minimum and overtime wages at the lawful rate
16 of pay owed to them for all hours during which they were subject to
17 Defendant's control?

18 (2) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
19 Order No. 16, by failing to provide compliant duty-free, uninterrupted meal
20 periods and failing to pay the resulting premium, as alleged herein?

21 (3) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
22 Order No. 16, by failing to authorize and permit compliant duty-free,
23 uninterrupted paid rest periods and failing to pay the resulting premium, as
24 alleged herein?

25 (4) Did Defendant, in violation of Labor Code § 2802, fail to indemnify Class
26 Members for all necessary expenditures or losses incurred in the course of
27 their duties, as alleged herein?
28

- (5) Did Defendant fail to provide Wage Statement Subclass Members with accurate, compliant, itemized wage statements?
- (6) Are Defendant's liable for civil penalties under Labor Code § 226?
- (7) Did Defendant, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?
- (8) Did Defendant act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?
- (9) Is Defendant liable for penalty wages under Labor Code § 203?
- (10) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by their unlawful and/or unfair practices, as alleged herein?
- (11) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by failing to pay Plaintiffs and Class Members all wages earned each pay period, in violation of Labor Code § 204, as alleged herein?
- (12) Is Defendant liable for restitution under Cal. Bus. & Prof. Code § 17203?
- (13) Is Defendant liable for pre-judgment interest?
- (14) Is Defendant liable for attorneys' fees and/or litigation costs?

d. Plaintiffs are Members of the Class and the Subclasses, and their claims are typical of the claims of the other Class Members and Subclass Members. Plaintiffs are informed and believe and thereon allege that Defendant has been maintaining policies or practices of: 1) failing to pay minimum and overtime wages at the lawful rate of pay for all hours worked; 2) failing to provide compliant, duty-free meal periods or premium pay in lieu thereof; 3) failing to authorize and permit compliant properly paid, duty-free rest periods and to pay premium pay in lieu thereof; 4) failing to pay employees for all wages earned during each pay period; 5) failing to reimburse employees for all incurred business expenses; 6) willfully failing to pay employees all earned wages due upon separation of employment; and/or 7) failing to provide employees with accurate, compliant itemized wage statements.

1 e. Plaintiffs will adequately and fairly protect the interests of the Class Members and
2 Subclass Members. Plaintiffs have no interest adverse to the interests of absent
3 Class Members and/or Subclass Members. Plaintiffs are represented by legal
4 counsel who has substantial class action experience in civil litigation and
5 employment law.

6 21. A class action is superior to other available means for fair and efficient adjudication
7 of the claims of the Class and would be beneficial for the Parties and the Court. Class action
8 treatment will allow a large number of similarly situated persons to prosecute their common claims
9 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and
10 expense that numerous individual actions would require. The monetary amounts due to many
11 individual Class Members are likely to be relatively small, and the burden and expense of
12 individual litigation would make it difficult or impossible for individual members of the Class to
13 seek and obtain relief. A class action will serve an important public interest by permitting such
14 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
15 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

16 **FIRST CAUSE OF ACTION**
17 **Failure to Pay Minimum and Overtime Wages**
(By Plaintiffs and the Class Members against all Defendants)

18 22. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

19 23. At all relevant times, Plaintiffs and the Class Members were and/or are employees
20 of Defendant, covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 16.

21 24. By their failure to pay minimum wages and overtime wages at the lawful rate of pay
22 for all time worked, Defendant willfully breached their agreement and obligation to pay lawful
23 wages, in violation of Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 16.

24 25. Plaintiffs are informed and believe and thereon allege that at all relevant times
25 within the applicable limitations period, Defendant maintained and continues to maintain a policy
26 or practice of failing to pay minimum wages and overtime wages at the lawful regular rate of pay
27 for all time actually worked.

1 26. As a result of Defendant's unlawful and willful conduct, employees have suffered
2 damages in an amount, subject to proof, to the extent they were not paid properly all minimum
3 wages and overtime wages at the lawful rate for all hours actually worked and owed to them under
4 Labor Code §§ 510, 1194 and 1197, I.W.C. Wage Order No. 16 and applicable local requirements.

5 27. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiffs and the Class
6 Members are entitled to recover from Defendant the full amount of unpaid wages, liquidated
7 damages, pre-judgment interest, reasonable attorneys' fees and costs of suit.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Provide Required Meal Periods**

(By Plaintiffs and the Class Members against all Defendants)

10 28. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

11 29. At all relevant times, Plaintiffs and the Class Members were and/or are employees
12 of Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16.

13 30. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16, Plaintiffs
14 and the Class Members are entitled to an uninterrupted, duty-free meal period of at least thirty (30)
15 minutes for each workday that they work more than five (5) hours, and a second uninterrupted,
16 duty-free meal period of at least thirty (30) minutes for each workday that they work more than ten
17 (10) hours, and one additional hour of pay for every day that all required, compliant meal periods
18 are not provided.

19 31. Defendant has failed to provide Plaintiffs and the Class Members with compliant
20 uninterrupted, duty-free meal periods in accordance with Labor Code §§ 226.7 and 512, and I.W.C.
21 Wage Order No. 16. Plaintiffs and other Class Members were subject to practices by Defendant of
22 fabricating and inserting fictitious meal periods into the time recording system, interrupting them
23 during clocked-out meal periods and requiring them to perform work while off-the-clock, and
24 failing to provide second meal periods as mandated on shifts of ten (10) hours or greater.

25 32. Defendant has failed to provide Plaintiffs and the Class Members the additional hour
26 of pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 16. Plaintiffs are informed and
27 believe and thereon allege that at all relevant times within the applicable limitations period,
28 Defendant has maintained and continues to maintain a policy or practice of not paying additional

1 pay at the lawful rate of pay to employees for the failure to provide compliant meal periods.

2 33. As a result of Defendant's unlawful conduct, Plaintiffs and the Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
4 at the lawful rate of pay owed for the failure to provide compliant, uninterrupted meal periods.

5 34. Pursuant to Labor Code § 218, Plaintiffs and the Class Members are entitled to
6 recover the full amount of their unpaid additional wages for unprovided meal periods. Pursuant to
7 Labor Code § 218.5, Plaintiffs and the Class Members are entitled to recover their reasonable
8 attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 and/ or Civil Code § 3287(a),
9 Plaintiffs and the Class Members are entitled to recover prejudgment interest on the additional
10 wages owed for failure to provide meal periods at the lawful rate of pay.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Authorize and Permit Required Paid Rest Periods** (By Plaintiffs and the Class Members against all Defendants)

13 35. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

14 36. At all relevant times, Plaintiffs and the Class Members were and/or are employees
15 of Defendant, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16.

16 37. Pursuant to Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 16, Plaintiffs
17 and the Class Members are entitled to properly paid duty-free rest periods of at least ten (10)
18 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
19 additional pay for every day that each and every required compliant paid rest period was not
20 authorized and permitted. Further, Plaintiffs and the Class Members have been denied their first
21 rest period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four
22 (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
23 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
24 minutes for some shifts worked of ten (10) hours or more.

25 38. Defendant has failed to provide Plaintiffs and the Class Members the additional hour
26 of pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 16. Plaintiffs are
27 informed and believe and thereon allege that at all times during the applicable limitations period,
28 Defendant has maintained and continues to maintain a policy or practice of requiring Plaintiffs and

1 Class Members to remain “on-duty” and to perform work duties during their supposed “rest
2 periods,” and failing to account for work time spent by Class Members.

3 39. As a result of Defendant’s unlawful conduct, Plaintiffs and the Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for missed rest periods at the lawful rate of pay.

6 40. Pursuant to Labor Code § 218, Plaintiffs and the Class Members are entitled to
7 recover the full amount of their unpaid additional wages for Defendant’s failure to authorize,
8 permit, and properly compensate for duty-free rest periods. Pursuant to Labor Code § 218.5,
9 Plaintiffs and the Class Members are entitled to recover their reasonable attorneys’ fees and costs
10 of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiffs and the Class Members
11 are entitled to recover prejudgment interest on the additional pay owed for required rest periods that
12 were not authorized, permitted, and/or properly paid.

13 **FOURTH CAUSE OF ACTION**
14 **Failure to Reimburse Required Expenses**
(By Plaintiffs and the Class Members against all Defendants)

15 41. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

16 42. At all relevant times, Plaintiffs and the other Members of the Class were employees
17 of Defendant, covered by Labor Code § 2802 which provides, in relevant part, that:

18 An employer shall indemnify his or his employee for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her
20 duties, or of his or her obedience to the directions of the employer, even though
21 unlawful, unless the employee, at the time of obeying the directions, believed them
22 to be unlawful.

23 43. At all relevant times herein, Defendant violated Labor Code § 2802 by failing to
24 reimburse and indemnify Plaintiffs and the other Members of the Class for necessary work-related
25 travel and for required cellular/mobile telephone usage/data. Specifically, Defendant required
26 Plaintiffs and the Class Members to communicate with management and fellow Class Members via
27 phone call or text message, requiring that Class Members be accessible and communicate via
28 mobile phone, utilize the required time-keeping application on their personal devices, and capture
and send pictures of job assignments to Defendant, as well as send emails, conduct research, etc.

1 This work expectation and mandate required Plaintiffs and Class Members to incur the cost to
2 maintain a phone data plan, which is required to be indemnified by the employer, but Defendant
3 failed to provide reimbursement in compliance with California law. Defendant also required
4 Plaintiff Grady to incur costs associated with travel to return home from a remote job assignment
5 without reimbursement in compliance with California law

6 44. Labor Code §§ 2802(b) and (c) provide for simple interest at the statutory post
7 judgment rate of ten percent (10%) per annum from the date of the expenditure, plus attorneys' fees
8 to collect reimbursement.

9 45. Plaintiffs therefore demand reimbursement for expenditures or losses incurred by
10 them and the other Class Members in the discharge of their duties for Defendant, or their obedience
11 to the directions of Defendant, with interest at the statutory rate and attorneys' fees and costs under
12 Labor Code § 2802.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Provide Accurate Itemized Wage Statements**

15 (By Plaintiffs and the Wage Statement Subclass Members against all Defendants)

16 46. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

17 47. At all relevant times, Plaintiffs and the Wage Statement Subclass Members were
18 and/or are employees of Defendant, covered by Labor Code § 226.

19 48. Pursuant to Labor Code § 226(a), Plaintiffs and the Wage Statement Subclass
20 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
21 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
22 applicable hourly rates in effect during the pay period; the corresponding number of hours worked
23 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
24 paid; and the name and address of the legal entity that is the employer.

25 49. Defendant has failed to provide Plaintiffs and the Wage Statement Subclass
26 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
27 and 226.2. Plaintiffs are informed and believe and thereon allege that at all relevant times since
28 one (1) year preceding the filing of the Complaint in this action (the "Penalty Period"), Defendant
maintained a policy or practice of failing to pay minimum wages and overtime wages at the lawful

1 rate of pay for all time actually worked, failing to accurately record all hours actually worked,
2 failing to pay meal period premium payments, and failing to pay rest period premium payments.
3 Defendant's practices have resulted and continue to result in the issuance to Class Members of non-
4 compliant 'wage statements', which do not show the correct amount of gross wages earned, the
5 correct amount of net wages earned, the correct number of hours (regular and overtime) worked,
6 the correct hourly rates of pay in effect for each hour worked, and/or the correct deductions made
7 thereto for taxing authority purposes.

8 50. Defendant's failure to provide Plaintiffs and the Wage Statement Subclass Members
9 with compliant and accurate itemized wage statements has been and is knowing and intentional.
10 Defendant had the ability to provide Plaintiffs and Wage Statement Subclass Members with
11 accurate wage statements, but intentionally provided 'wage statements' that Defendant knew were
12 not accurate or compliant.

13 51. As a result of Defendant's conduct, Plaintiffs and the Wage Statement Subclass
14 Members have suffered injury. The absence of accurate and complete information on their wage
15 statements has prevented timely challenges to Defendant's unlawful pay practices, has and will
16 require discovery and mathematical computations to determine the amount of wages owed and
17 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
18 time and pay records, and has led to the submission of inaccurate information about wages and
19 deductions to state and federal government agencies.

20 52. Pursuant to Labor Code § 226(e), Plaintiffs and the Wage Statement Subclass
21 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
22 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
23 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
24 four thousand dollars (\$4,000) per employee.

25 53. Pursuant to Labor Code § 226(h), Plaintiffs and the Wage Statement Subclass
26 Members are entitled to bring an action for injunctive relief to ensure Defendant's compliance with
27 Labor Code § 226(a). Injunctive relief is warranted because Defendant continues to provide
28 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant

1 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
2 Subclass Members have no adequate legal remedy for the continuing injuries that they suffer as a
3 result of Defendant's ongoing unlawful conduct. Injunctive relief is the only remedy available for
4 ensuring Defendant's ongoing compliance with Labor Code § 226(a).

5 54. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiffs and the Wage Statement
6 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
7 §226(e), plus reasonable attorneys' fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Owed Upon Separation**

(By Plaintiffs and the Separated Subclass Members against all Defendants)

10 55. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

11 56. At all relevant times, Plaintiffs and the Separated Subclass Members were
12 employees of Defendant, covered by Labor Code §§ 201 and/or 202.

13 57. Pursuant to Labor Code §§ 201 and 202, Plaintiffs and the Separated Subclass
14 Members were entitled upon separation to timely payment of all wages earned and unpaid prior to
15 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
16 to discharge immediately upon termination. Employees who resigned were entitled to payment of
17 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
18 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
19 unpaid prior to resignation at the time of resignation.

20 58. Defendant has failed to pay Plaintiffs and the Separated Subclass Members all
21 wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202.
22 Plaintiffs are informed and believe and thereon allege that during the three (3) year limitation's
23 period applicable to this cause of action, Defendant has maintained and continues to maintain a
24 policy or practice of failing to pay for all minimum wages and overtime wages at the lawful rate of
25 pay for all time actually worked, all meal period premium payments, and all rest period premium
26 payments at the time of separation from employment.

27 59. Defendant's failure to pay Plaintiffs and the Separated Subclass Members all wages
28 earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful.

1 Defendant has had the ability to pay all wages earned by employees – including but not limited to
2 all minimum and overtime wages at the lawful rate of pay – but intentionally have adopted policies
3 or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197, and I.W.C.
4 Wage Order No. 16. Defendant has had the ability to pay all meal period and rest period premium
5 payments earned by employees but intentionally adopted policies or practices incompatible with
6 the requirements of Labor Code § 226.7 and § 512, and I.W.C. Wage Order No. 16. When
7 Defendant has failed to pay upon separation all wages earned prior to separation, Defendant has
8 known what they were doing and has intended to do what they did.

9 60. Pursuant to Labor Code § 201 or § 202, Plaintiffs and the Separated Subclass
10 Members are entitled to all wages earned prior to separation that Defendant did not pay them.

11 61. Pursuant to Labor Code § 203, Plaintiffs and the Separated Subclass Members are
12 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
13 until paid, up to a maximum of 30 days.

14 62. As a result of Defendant’s conduct, Plaintiffs and the Separated Subclass Members
15 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
16 earned prior to separation in violation of Labor Code § 201 or § 202.

17 63. As a result of Defendant’s conduct, Plaintiffs and the Separated Subclass Members
18 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
19 wages owed to them in violation of Labor Code § 203.

20 64. Pursuant to Labor Code §§ 218 and 218.5, Plaintiffs and the Separated Subclass
21 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
22 reasonable attorneys’ fees and costs of suit. Plaintiffs and the Separated Subclass Members are
23 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
24 Labor Code § 218.6 and/or Civil Code § 3287(a).

25 **SEVENTH CAUSE OF ACTION**
26 **Violation of California’s Unfair Competition Law (“UCL”)**
27 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
28 **(By Plaintiffs and the Class Members against all Defendants)**

27 65. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

28 ///

1 66. Plaintiffs bring this claim on behalf of themselves, and all others similarly situated
2 in their representative capacity against Defendant and Does 1 through 50, for their unlawful
3 business acts and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”),
4 which prohibits all unlawful business acts and/or practices.

5 67. Defendants are each a “person,” as that term is defined under Cal. Bus. & Prof.
6 Code § 17021.

7 68. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
8 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
9 respect to unfair competition as follows:

10 Any person who engages, has engaged, or proposes to engage in
11 unfair competition may be enjoined in any court of competent
12 jurisdiction. The court may make such orders or judgments,
13 including the appointment of a receiver, as may be necessary to
14 prevent the use or employment by any person of any practice which
 constitutes unfair competition, as defined in this chapter, or as may
 be necessary to restore to any person in interest any money or
 property, real or personal, which may have been acquired by means
 of such unfair competition.

15 Cal. Bus. & Prof. Code § 17203.

16 69. By the conduct alleged herein, Defendants have engaged and continue to engage in
17 business practices that are unfair, deceptive, and/or violate California law, including but not limited
18 to, I.W.C. Wage Order No. 16, the California Code of Regulations, and the California Labor Code,
19 including §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which
20 this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code §
21 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair
22 competition, including restitution of wages and premium pay wrongfully withheld.

23 70. By the conduct alleged herein, Defendants’ practices were and are unlawful, unfair
24 and deceptive, in that these practices have violated public policy, are immoral, unethical,
25 oppressive, unscrupulous or substantially injurious to employees, and are without valid justification
26 or utility, for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. &
27 Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

28 71. By the conduct alleged herein, Defendants’ practices were and are unlawful,

1 deceptive and/or fraudulent, in that Defendants under their uniform policies and practices have
2 failed to pay Plaintiffs and the Class Members minimum wages and overtime wages at the lawful
3 rate of pay for all time actually worked, have failed to provide lawful, uninterrupted, duty-free meal
4 periods and to authorize and permit compliant paid duty-free rest periods, have failed to pay
5 premiums due in lieu of meal periods and/or rest periods, have failed to pay wages earned each and
6 every pay period, have failed to provide accurate and compliant itemized wage statements, have
7 failed to reimburse incurred business expenses, and have failed to pay all wages owed upon
8 separation of employment, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C.
9 requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court
10 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
11 restitution of wages and premium pay wrongfully withheld.

12 72. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
13 deceptive, in that Defendants' employment practices have caused Plaintiffs and the Class Members
14 to be underpaid during their employment with Defendants and have created a false record that does
15 not accurately reflect the hours worked by employees and/or the times of meal periods provided.

16 73. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
17 deceptive, in that Defendants' uniform policies, practices and procedures have failed to provide
18 mandatory meal periods and/or to authorize and permit compliant rest periods to Plaintiffs and the
19 Class Members or to pay premium wages in lieu thereof.

20 74. By and through the unlawful and unfair business practices described herein,
21 Defendants have obtained valuable property, money and services from Plaintiffs and the Class
22 Members, including earned wages for all minimum wages, overtime wages, meal period and rest
23 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
24 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
25 allow Defendants to unfairly compete against competitors who comply with California laws.

26 75. All of the acts described herein as violations of, among other things, the I.W.C.
27 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
28 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and

1 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of the UCL.

2 76. Plaintiffs and the Class Members are entitled to seek,, and do seek such relief as
3 may be necessary to disgorge from Defendant and to restore to them the money and property that
4 Defendant has acquired wrongfully, or of which Plaintiffs and the Class Members have been
5 deprived, by means of the above described unlawful and/or unfair business practices, including but
6 not limited to earned, unpaid wages for all time worked.

7 77. Plaintiffs and the Class Members are further entitled to, and do, seek a declaration
8 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
9 should be issued, restraining Defendant(s) from engaging in any such unlawful and unfair business
10 practices in the future.

11 78. Plaintiffs and the Class Members have no plain, speedy and/or adequate remedy at
12 law that will end the unlawful and unfair business practices of Defendant. Further, the practices
13 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
14 practices described herein, Plaintiffs and the Class Members have suffered and will continue to
15 suffer irreparable legal and economic harm unless Defendant(s) are restrained from continuing to
16 engage in these unlawful and unfair business practices.

17 79. Wherefore, Plaintiffs and the other Class Members are entitled to equitable relief,
18 including restitution, disgorgement, attorneys' fees and litigation costs, declaratory relief, and a
19 permanent injunction enjoining Defendant(s) from their unlawful, deceptive and/or unfair activity.

20 **EIGHTH CAUSE OF ACTION**
21 **Violation of the Private Attorneys General Act**
22 **[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]**
23 **(By Plaintiffs and the Class Members against all Defendants)**

24 80. Plaintiffs and all aggrieved employees of all Defendants incorporate all the
25 preceding paragraphs as though fully set forth herein.

26 81. PAGA is a mechanism by which the State of California itself can enforce state labor
27 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
28 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
a law enforcement action designed to protect the public and not to benefit private parties. The
purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"

1 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
2 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
3 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
4 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

5 82. Plaintiffs bring this Representative Action on behalf of the State of California with
6 respect to themselves and all hourly, non-exempt quality control laborers and/or similarly titled
7 positions performing new car wash installations in the State of California at any time since July 1,
8 2024, and who are Class Members (the "Aggrieved Employees").

9 83. On July 1, 2025, Counsel for Plaintiffs on behalf of Monette and Grady gave written
10 notice by online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of
11 the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See*
12 **Exhibit 1**). The statutory waiting period to commence this action has expired. As a result,
13 pursuant to § 2699.3, Plaintiffs may now commence a representative civil action under PAGA
14 pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees
15 as herein defined.

16 84. The policies, acts, and practices heretofore described were and are an unlawful
17 business act or practice because of Defendants failure to pay all minimum wages and overtime
18 wages at the lawful regular rate of pay for all work performed, failure to provide compliant duty-
19 free meal periods and failure to authorize and permit rest periods, failure to reimburse required
20 business expenses (including but not limited to, cellular telephone usage/data and travel expenses),
21 failure to pay all wages owed each and every pay period, failure to provide accurate, compliant,
22 itemized wage statements, failure to pay all wages owed upon separation of employment and
23 thereby gives rise to statutory penalties as a result of such conduct. Plaintiffs hereby seek recovery
24 of civil penalties as prescribed by PAGA as the representatives of the State of California for the
25 illegal conduct perpetrated on Plaintiffs and the other Aggrieved Employees, against whom one or
26 more of the violations of the California Labor Code was committed.

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for judgment against Defendant(s), as follows:

- A. An order certifying this case as a class action;
- B. An order appointing Plaintiffs as representatives for the Class;
- C. An order appointing Plaintiffs' counsel as counsel for the Class;
- D. Damages for unpaid minimum wages and overtime wages;
- E. Civil Penalties under Labor Code § 226(e);
- F. Damages for unpaid premium pay owed for duty-free meal periods that Defendant(s) failed to provide, pursuant to Labor Code § 226.7;
- G. Damages for unpaid premium pay owed for paid, duty-free rest periods that Defendant(s) failed to authorize and permit, pursuant to Labor Code § 226.7;
- H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- J. Penalty continuation wages, under Labor Code § 203;
- K. Penalties for failing to produce timely, accurate wage statements at the time wages have been paid, under Labor Code § 226;
- L. Restitution and/or disgorgement of unpaid wages at the agreed upon and legal rates, under Cal. Bus. & Prof. Code § 17203;
- M. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et seq.*, requiring that Defendant(s) provide compliant, itemized wage statements, and desist from their other unlawful and/or unfair employment practices;
- N. Recovery of civil penalties as prescribed by PAGA;
- O. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code § 2699(g);
- P. Pre-judgment and post-judgment interest at the maximum legal rate;
- Q. Reasonable attorneys' fees;
- R. Costs of suit; and,

1 S. Such other relief as the Court may deem just and proper.

2
3 Dated: September 11, 2025

DYCHTER LAW OFFICES, APC

4
5 By: 
6 Alexander I. Dychter
7 Attorneys for Plaintiffs Monette and Grady

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs demand a trial by jury for themselves and the Class on all claims so triable.

10 Dated: September 11, 2025

DYCHTER LAW OFFICES, APC

11
12 By: 
13 Alexander I. Dychter
14 Attorneys for Plaintiffs Monette and Grady

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

9820 WILLOW CREEK ROAD, SUITE 275, SAN DIEGO, CALIFORNIA 92131
TEL 619.487.0777 | FAX 619.330.1827

July 1, 2025

VIA ONLINE PORTAL FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

VIA U.S. CERTIFIED MAIL

RETURN RECEIPT REQUESTED

[9589 0710 5270 1415 5659 76]

S&D Carwash Management, LLC
c/o: The Corporation Trust Company
Corporation Trust Center 1209 Orange St.
Wilmington, DE 19801

Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiffs Keenan Monette and Adam Grady (the "Plaintiffs") and other aggrieved employees in a class action lawsuit against S&D Carwash Management, LLC *doing business as* "Quick Quack Car Wash" (the "Defendant"). Plaintiffs and other employees were employed as hourly, non-exempt quality control laborers and/or similarly titled positions performing new car wash installations in the State of California. Defendant has failed to pay minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to reimburse required business expenses (including cellular telephone usage/data usage and travel expenses), failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiffs on July 1, 2025 in the Superior Court of California – County of San Bernardino is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (v) sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant.

This Notice Letter is provided to enable the Plaintiffs to proceed with the Complaint filed in the Superior Court of California – County of San Bernardino on July 1, 2025, against Defendant as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendant as hourly, non-exempt quality control laborers and/or similarly titled positions performing new car wash installations in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiffs and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC



Alexander I. Dychter, Esq.
Attorneys for Plaintiffs Monette and Grady

cc: S&D Carwash Management, LLC
6020 West Oaks Blvd., Ste. 300
Rocklin, CA 95765

encl: **Exhibit 1** = copy of Complaint filed on July 1, 2025

9589 0710 5270 1415 5659 76

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	

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Sent To	c/o THE CORPORATION TRUST COMPANY
Street and Apt. No., or PO Box No.	CORPORATION TRUST CENTER 1209 ORANGE ST.
City, State, ZIP+4®	WILMINGTON, DE 19801

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

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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

S&D Carwash Management, LLC
c/o: The Corporation Trust Company
Corporation Trust Center 1209 Orange St.
Wilmington, DE 19801



9590 9402 8937 4064 9841 76

2. Article Number (Transfer from service label)

9589 0710 5270 1415 5659 76

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X JUL 02 2025

☐ Agent
☐ Addressee

B. Received by (Printed Name)

CT CORPORATION

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 (over \$500)	

Domestic Return Receipt

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Tue 7/1/2025 10:07 PM
To Alexander Dychter <alex@dychterlaw.com>

7/1/2025

LWDA Case No. LWDA-CM-1109256-25
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Keenan Monette, Adam Grady
Employer: S&D Carwash Management, LLC dba Quick Quack Car Wash
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
https://urldefense.proofpoint.com/v2/url?u=https-3A_www.dir.ca.gov_dosh_complaint.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=-BJ-YTTK5SCtxbSYKu_9KREDv7oxYprwvFOKGmArMLb85MEFiKExPL9s1Oanjrvp&s=kUQxftSqmDL1rvxxcvm-PM6owZv7VggPbn0-pxAqnh4&e=

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A_labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=-BJ-YTTK5SCtxbSYKu_9KREDv7oxYprwvFOKGmArMLb85MEFiKExPL9s1Oanjrvp&s=jYk30HpRBL3TNyT_Xuolzk_nBBiYqrVSoT2-olM5zFss&e=

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Tue 7/1/2025 10:07 PM
To Alexander Dychter <alex@dychterlaw.com>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1109256-25
Submission Type: PAGA Notice
Order Number: ORD-000331058
Total:\$75.00
Card Type: Visa
Date: 7/1/2025

Billing Information

Name: Alexander Dychter
Email: alex@dychterlaw.com
Billing Address:
9820 Willow Creek Road, Suite 275
San Diego, California
92131

1 Keenan Monette & Adam Grady v. S&D Carwash Management, LLC dba Quick Quack Car Wash
2 Superior Court of California, County of San Bernardino
(Case No. CIVSB2520302)

3
4 **PROOF OF SERVICE**

5 **STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

6 I, the undersigned, am over the age of 18 years and not a party to this action. My
7 business address is 9820 Willow Creek Road, Suite 275, San Diego, California 92131.

8 On the date of execution hereof, I caused to be served the following attached document:

9 **FIRST AMENDED COMPLAINT**

10 on the interested parties in this action, addressed as follows:

11
12 **Defendant S&D Carwash Management, LLC**

13 Ms. Alexandra M. Asterlin Esq.

14 **Ogletree Deakins**

400 Capitol Mall, Ste. 2800

Sacramento, California 95814-4421

Telephone: (916) 840-3150

Facsimile: (916) 840-3159

16 E-Mail: Alexandra.Asterlin@ogletreedeakins.com

17 (via e-mail only)

18 Using the following service method(s):

19
20 **[X] BY ELECTRONIC SERVICE:** Based upon an agreement between the parties to this
21 action, the individuals listed above were served electronically with the document(s)
22 listed above **via e-mail only**. The transmission was reported as complete and without
error. My electronic notification address is: Alex@DychterLaw.com

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on September 11, 2025, at San Diego, California.

26 
27 Alexander I. Dychter