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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
6/16/2026 10:09:53 AM

Clerk of the Superior Court
By G. Escorcia ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALEXI CONTRERAS, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SOAPY JOE'S GROUP, INC., a California corporation; B H C W, INC., a California corporation; SOAPY JOE'S, INC., a California corporation; SOAPY JOE'S BCV, INC., a California corporation; SOAPY JOE'S BONITA, INC., a California corporation; SOAPY JOE'S BONITA, LLC, a California limited liability company; SOAPY JOE'S CAMINO RUIZ, INC., a California corporation; SOAPY JOE'S CONVOY, INC., a California corporation; SOAPY JOE'S CUYAMACA STREET, INC., a California corporation; SOAPY JOE'S EC1, INC., a California corporation; SOAPY JOE'S ECB, INC., a California corporation; SOAPY JOE'S ESCONDIDO, INC., a California corporation; SOAPY JOE'S FALLBROOK, INC., a California corporation; SOAPY JOE'S HACIENDA DRIVE, INC., a California corporation; SOAPY JOE'S IMPERIAL BEACH, INC., a California corporation; SOAPY JOE'S

Case No.: 26CU015001C

**FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.***

(1) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
(2) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
(3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
(4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
(5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
(6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
(7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
(8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
(9) Violation of California Business &

IMPERIAL BEACH, LLC, a California limited liability company; SOAPY JOE'S LA MESA, INC., a California corporation; SOAPY JOE'S MAIN STREET, INC., a California corporation; SOAPY JOE'S MIDCO OC HOLDINGS, LLC, a California limited liability company; SOAPY JOE'S MIRAMAR, INC., a California corporation; SOAPY JOE'S MISSION GORGE, INC., a California corporation; SOAPY JOE'S MISSION GORGE ROAD INC., a California corporation; SOAPY JOE'S MISSION VALLEY, INC., a California corporation; SOAPY JOE'S MURRAY DRIVE, INC., a California corporation; SOAPY JOE'S OCEANSIDE, INC., a California corporation; SOAPY JOE'S OPCO HOLDINGS, INC., a California corporation; SOAPY JOE'S PASEO DEL NORTE, INC., a California corporation; SOAPY JOE'S RANCHO SAN DIEGO, INC., a California corporation; SOAPY JOE'S REALCO HOLDINGS LLC, a California limited liability company; SOAPY JOE'S SABRE SPRINGS, INC., a California corporation; SOAPY JOE'S SAN MARCOS, INC., a California corporation; SOAPY JOE'S SAN YSIDRO, INC., a California corporation; SOAPY JOE'S SAN YSIDRO, LLC, a California limited liability company; SOAPY JOE'S SKYLINE, INC., a California corporation; SOAPY JOE'S SORRENTO VALLEY, INC., a California corporation; SOAPY JOE'S SYB, INC., a California corporation; SOAPY JOE'S UNIVERSITY AVENUE INC., a California corporation; SOAPY JOE'S WEST VISTA WAY, INC., a California corporation; SWEETWATER CAR WASH, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and

(10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

**Jury Trial Demanded**

Plaintiff Alexi Contreras, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698, et seq. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed $75,000.

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action because there is no complete diversity, and this case falls within the statutory exceptions to "minimal diversity" jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information and belief, two-thirds or more of the class members and Defendants are citizens of California and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the alleged wage and hour violations occurred in California; (c) significant relief is being sought against Defendants whose violations of California wage and hour laws

form a significant basis for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

3. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Santee, County of San Diego, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

**THE PARTIES**

4. Plaintiff Alexi Contreras is a resident of San Diego, in San Diego County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately September 2025 to January 2026. Plaintiff worked as a Store Clerk at one of Defendants' car wash locations in San Diego, California. During his employment, Plaintiff typically worked six (6) hours or more per day and one (1) to five (5) days per week. Plaintiff's primary job duties included, without limitation, attending to customers, ring up customer transactions, stocking coolers, cleaning bathrooms, and sweeping and mopping the floor.

5. SOAPY JOE'S GROUP, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. B H C W, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

7. SOAPY JOE'S, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. SOAPY JOE'S BCV, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. SOAPY JOE'S BONITA, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. SOAPY JOE'S BONITA, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. SOAPY JOE'S CAMINO RUIZ, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. SOAPY JOE'S CONVOY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. SOAPY JOE'S CUYAMACA STREET, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. SOAPY JOE'S EC1, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. SOAPY JOE'S ECB, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

16. SOAPY JOE'S ESCONDIDO, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. SOAPY JOE'S FALLBROOK, INC. was and is, upon information and **belief, a**

California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. SOAPY JOE'S HACIENDA DRIVE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

19. SOAPY JOE'S IMPERIAL BEACH, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

20. SOAPY JOE'S IMPERIAL BEACH, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

21. SOAPY JOE'S LA MESA, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

22. SOAPY JOE'S MAIN STREET, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

23. SOAPY JOE'S MIDCO OC HOLDINGS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

24. SOAPY JOE'S MIRAMAR, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

25. SOAPY JOE'S MISSION GORGE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

26. SOAPY JOE'S MISSION GORGE ROAD INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer

whose employees are engaged throughout this county and the State of California.

27. SOAPY JOE'S MISSION VALLEY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

28. SOAPY JOE'S MURRAY DRIVE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

29. SOAPY JOE'S OCEANSIDE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

30. SOAPY JOE'S OPCO HOLDINGS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

31. SOAPY JOE'S PASEO DEL NORTE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

32. SOAPY JOE'S RANCHO SAN DIEGO, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

33. SOAPY JOE'S REALCO HOLDINGS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

34. SOAPY JOE'S SABRE SPRINGS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

35. SOAPY JOE'S SAN MARCOS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

36. SOAPY JOE'S SAN YSIDRO, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

37. SOAPY JOE'S SAN YSIDRO, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

38. SOAPY JOE'S SKYLINE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

39. SOAPY JOE'S SORRENTO VALLEY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

40. SOAPY JOE'S SYB, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

41. SOAPY JOE'S UNIVERSITY AVENUE INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

42. SOAPY JOE'S WEST VISTA WAY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

43. SWEETWATER CAR WASH, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

44. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

45. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; and SWEETWATER CAR WASH, LLC at all relevant times.

46. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC

HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; SWEETWATER CAR WASH, LLC; and/or DOES 1 through 10 (collectively, "Defendants" or "SOAPY JOE'S"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

47. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

48. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

49. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and

class members to work and/or "engaged" Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

50. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiff and class members;

(b) jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;

(c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

51. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

52. SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S

CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; SWEETWATER CAR WASH, LLC; and DOES 1 through 10 are therefore alter egos of each other.

53. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name SOAPY JOE'S.

54. Plaintiff further alleges, upon information and belief, that Defendants SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY,

INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; and SWEETWATER CAR WASH, LLC are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (https://bizfileonline.sos.ca.gov/), SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S

SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; and SWEETWATER CAR WASH, LLC share the same principal address and/or mailing address of "11465 WOODSIDE AVENUE, SANTEE, CA 92071";

(b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, SOAPY JOE'S GROUP, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; and SOAPY JOE'S WEST VISTA WAY, INC. share the same officers, managers, and/or members, including, but not limited to, Lorens Attisha and Talal Sheena;

(c) On the California Secretary of State's website, B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; SWEETWATER CAR WASH, LLC share the same agent for service of process, Kara Gervais; and

(d) On information and belief, SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.;

SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; SWEETWATER CAR WASH, LLC utilize the same standardized employment forms and issue the same employment policies.

**GENERAL ALLEGATIONS**

55. Defendants own and operate about 26 Soapy Joe's Car Wash locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Santee, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

56. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the

usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

57. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Santee, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

58. Defendants continue to employ non-exempt or hourly paid employees in California.

59. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

60. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded.

61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

62. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in

accordance with the California Labor Code and IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

63. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

64. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

65. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

66. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, minimum wages and/or meal and rest period premiums, within permissible time periods.

67. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, minimum wages and/or meal and rest period premiums, within permissible time periods.

68. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

69. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

70. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

**PAGA REPRESENTATIVE ALLEGATIONS**

71. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

72. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

73. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

74. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

75. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been

met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

76. On March 24, 2026, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1165936-26. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated March 24, 2026, is attached hereto as "Exhibit 1".

77. As of the filing date of this amended complaint, over 65 days have passed **since**

Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

78. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

79. 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 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

80. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

81. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

82. 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 section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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## CLASS ACTION ALLEGATIONS

**83. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.**

**84. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.**

**85. Plaintiff's proposed class consists of and is defined as follows:**

> All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

**86. Plaintiff's proposed subclass consists of and is defined as follows:**

> All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

87. Members of the Class and Subclass are referred to herein as "class members."

88. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

89. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

(b) Whether Defendants failed to provide Plaintiff and class members with meal periods;

(c) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;

(d) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(e) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(f) Whether Defendants failed to pay earned minimum wages and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;

(g) Whether Defendants failed timely to pay minimum wages and/or meal and rest period premiums due to Plaintiff and class members during their employment;

(h) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(i) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;

(j) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq*.; and

(k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

**90. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:**

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-

defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

**FIRST CAUSE OF ACTION**

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

**(Against all Defendants)**

91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

92. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 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, § 11090(2)(H) (defining "Hours Worked").

93. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of requiring Plaintiff and class members to perform work off-the-clock outside of their scheduled shifts. For example, Defendants' management contacted Plaintiff outside of his scheduled shifts approximately twice per week to discuss various work-related tasks and concerns, such as expectations for upcoming shifts or to address issues that arose during previous shifts. These communications took Plaintiff 30 to 60 minutes to attend to, and Plaintiff had no means of recording this time spent working.

94. Second, upon information and belief, Defendants' management pressured employees who had signed invalid meal period waivers (see infra) to clock out before they had worked six (6) hours in a day, in order to limit their eligibility for meal periods they otherwise would have been entitled to. As a result, Defendants' management required that Plaintiff and class members clock out at the end of their scheduled shifts and continue working. For example, on a few occasions throughout his employment, Plaintiff was required to clock out and continue working to complete closing tasks which included taking out garbage, filling coolers with ice, and sweeping and mopping the floors. These tasks took

Plaintiff approximately 15 minutes to complete. Thus, Defendants failed to track the time Plaintiff and class members spent working after their scheduled shifts, and Plaintiff and class members received no compensation for this time.

95. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, Defendants did not pay minimum wages for all hours worked by Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

96. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**SECOND CAUSE OF ACTION**

**Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations**

**(Against all Defendants)**

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

98. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

99. At all relevant times herein set forth, California Labor Code sections 226.7,

512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

100. At all relevant times herein set forth, 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.

101. On information and belief, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, discouraged and impeded Plaintiff and class members from taking all meal periods to which they were entitled. For example, throughout his employment, Defendants did not provide Plaintiff any meal periods as a result of Defendants' position that he was not entitled to a meal period on his shifts in excess of five (5) hours but less than six (6) hours.

102. Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." Brinker, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

*Id*. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants required Plaintiff and class members to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and class members with meal periods did not arise until Defendants had employed them for a full five (5) hours.

103. At all times herein mentioned, Defendants knew or should have known that, as a result of this policy, Plaintiff and class members were prevented from being relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that Defendants did not pay Plaintiff and class members meal period premiums when meal periods were late, interrupted, shortened, and/or missed. As set forth above, Defendants' management pressured Plaintiff and class members who had signed invalid meal period waivers (see supra) to clock out before they had worked six (6) hours in day and continue working to limit their eligibility for meal periods. As a result, Plaintiff never received any meal periods while working for Defendants. Thus, Defendants failed to provide Plaintiff and class members with compliant, 30-minute meal periods altogether when they were scheduled for shifts of more than five (5) hours.

104. Moreover, Defendants 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, Plaintiff and class members have not received premium pay for missed, late, shortened, and/or interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

105. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

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**THIRD CAUSE OF ACTION**

**Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**

**(Against all Defendants)**

106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

107. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

108. At all relevant times, 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.

109. At all relevant times, 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. 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 v. ABM Security Services, Inc., 2 Cal.5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

**110.** During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Upon information and belief, Defendants had, and

continue to have, a company-wide policy and/or practice of strictly staffing their locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. Defendants' practice of labor budgeting and/or limited payroll allocation resulted in chronic understaffing and a lack of adequate rest period coverage. Because Defendants did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Plaintiff and class members were prevented from being relieved of all duty to take rest periods. Also, Defendants systematically, and on a company-wide basis, understaffed their jobsite locations, including by adopting a single-staffing model for some of their jobsites, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate rest period coverage to permit those employees to take compliant rest periods.

111. Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take rest periods. Further, Defendants' management erroneously informed Plaintiff and class members that they were not entitled to a second rest period when working six (6) hour shifts.

112. Furthermore, upon information and belief, during the relevant time period, Defendants maintained and implemented a company-wide on-premises rest period policy, which effectively required that Plaintiff and/or class members remain on the work premises during their rest periods. Because Plaintiff and/or class members 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, Defendants effectively maintained control over Plaintiff and/or class members during rest periods.

113. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff had to sometimes forgo his first rest period due to the lack of coverage and the heavy workload. As a further example, Plaintiff was never authorized or permitted to take his

second rest period when he worked six (6) hours or more due to Defendants' invalid rest period policy.

114. Defendants have also 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, Plaintiff and class members have not received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due.

115. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

**FOURTH CAUSE OF ACTION**

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

**(Against all Defendants)**

116. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

117. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

118. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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 minimum

wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

119. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, 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).

120. 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 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.

121. 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. . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members 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.

122. 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, Defendants engaged in company-wide practices and/or policies of failing to keep accurate records of work period and/or meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

123. Plaintiff and Subclass members are therefore entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

**FIFTH CAUSE OF ACTION**

**Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination**

**(Against all Defendants)**

124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

125. This cause of action is dependent upon, and wholly derivative of the minimum wages and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

126. At all times relevant herein set forth, 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.

127. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, minimum wages and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

128. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

**SIXTH CAUSE OF ACTION**

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

**(Against all Defendants)**

129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

130. This cause of action is dependent upon, and wholly derivative of the minimum wages and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

131. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

132. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, 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.

133. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, minimum wages and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

134. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

**SEVENTH CAUSE OF ACTION**

**Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**

**(Against all Defendants)**

135. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

136. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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. 9-2001, provides that: "[w]hen tools or equipment are required by the employer or they 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 may provide and

maintain hand tools and equipment customarily required by the particular trade or craft." IWC Wage Order No. 9-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

137. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal mobile devices, including cellular phones and/or mobile data, to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related mobile device expenses. For example, Plaintiff was required to use his personal mobile device to communicate with Defendants' management regarding work-related issues and concerns relating to his tasks and performance. Although Defendants required Plaintiff and class members to utilize their personal mobile devices to carry out their work-related responsibilities, Defendants failed to reimburse them for these costs.

138. Second, during the relevant time period, Defendants required Plaintiff and class members to wear uniforms bearing the "Soapy Joe's" company's logo, including a t-shirt. However, Defendants did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants only provided Plaintiff with one (1) uniform t-shirt at the time of hire. Because Defendants failed to provide Plaintiff with an adequate number of uniform items in relation to his scheduled shifts and due to the nature of cleaning duties, Plaintiff's uniform t-shirts would become ridden with chemicals from cleaning supplies, Plaintiff had to wash his uniforms more frequently than he would otherwise do laundry, and incurred expenses in doing so. Plaintiff was required to spend approximately $10 per week on additional laundry expenses for the upkeep of his uniform. Thus, Defendants failed to maintain uniforms they required Plaintiff and class members to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

139. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniform items or access to laundering services. Or, Defendants could have reimbursed

employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

140. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

141. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

**EIGHTH CAUSE OF ACTION**

**For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq*.**

**(Against all Defendants)**

142. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

143. California Labor Code sections 2698, et seq. permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

144. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least

minimum wages for all hours worked, as alleged herein;

(b) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(c) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(d) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

(e) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(f) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(g) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

(h) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and

(i) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below.

145. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

146. On information and belief, at all relevant times, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

147. Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

**NINTH CAUSE OF ACTION**

**Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful Business Practices**

**(Against all Defendants)**

148. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

149. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

150. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

151. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

152. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(b) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to provide Plaintiff and Subclass members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(f) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(g) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

153. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

154. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

155. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

156. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

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**TENTH CAUSE OF ACTION**

**Violation of California Business & Professions Code §§ 17200, *et seq.* –**

**Unfair Business Practices**

**(Against all Defendants)**

157. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

158. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

159. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

160. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." Safeway, Inc. v. Superior Court, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, et seq. (Id.)

161. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute

acts against the public policy behind these laws.

162. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

**REQUEST FOR JURY TRIAL**

Plaintiff requests a trial by jury.

**PRAYER FOR RELIEF**

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

**1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.**

**Class Certification**

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

**As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

6. For general unpaid wages and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

9. For liquidated damages pursuant to California Labor Code section 1194.2; and

10. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Second Cause of Action**

11. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

12. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

13. For all actual, consequential, and incidental losses and damages, according to proof;

14. For premiums pursuant to California Labor Code section 226.7(c);

15. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

16. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

17. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Third Cause of Action**

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

19. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

20. For all actual, consequential, and incidental losses and damages, according to proof;

21. For premiums pursuant to California Labor Code section 226.7(c);

22. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

23. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

24. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Fourth Cause of Action**

25. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

26. For all actual, consequential, and incidental losses and damages, according to proof;

27. For injunctive relief pursuant to California Labor Code section 226(h);

28. For statutory penalties pursuant to California Labor Code section 226(e);

29. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

30. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Fifth Cause of Action**

31. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay minimum wages and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

32. For all actual, consequential and incidental losses and damages, according to

proof;

33. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

34. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

35. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

36. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Sixth Cause of Action**

37. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members minimum wages and/or meal and rest periods during their employment;

38. For all actual, consequential and incidental losses and damages, according to proof;

39. For statutory penalties, plus 25 percent of the amount of wages unlawfully withheld, according to proof pursuant to California Labor Code section 210;

40. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

41. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

42. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Seventh Cause of Action**

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

44. For unpaid business-related expenses and such general and special damages as

may be appropriate;

45. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

46. For all actual, consequential, and incidental losses and damages, according to proof;

47. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

48. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Eighth Cause of Action**

49. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

50. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

51. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

52. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

53. For pre-judgment and post-judgment interest as provided by law; and

54. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Ninth Cause of Action**

55. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and Subclass members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

56. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

57. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

58. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

59. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Tenth Cause of Action**

60. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, et seq.;

61. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

62. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

64. For pre-judgment and post-judgment interest as provided by law; and

65. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 29, 2026

Respectfully submitted,

Capstone Law APC

By: Roxanna Tabatabaeepour

Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Alexi Contreras

# EXHIBIT “1”

Capstone LAW APC

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March 24, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Alexi Contreras v. Soapy Joe's Group, Inc., et al.*

Dear PAGA Administrator:

This office represents Alexi Contreras in connection with his claims under the California Labor Code. Mr. Contreras was an employee of SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S BONITA, LLC; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SAN YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE INC.; SOAPY JOE'S WEST VISTA WAY, INC.; and/or SWEETWATER CAR WASH, LLC. For the purpose of this letter, Mr. Contreras collectively refers to these entities as "SOAPY JOE'S GROUP."

The employers may be contacted directly at the addresses below:

SOAPY JOE'S GROUP, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

B H C W, INC.
16998 WEST BERNARD DR.
SAN DIEGO, CA 92127

B H C W, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S BCV, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S BONITA, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S BONITA, LLC
11465 WOODSIDE AVE
SANTEE, CA 92071

SOAPY JOE'S CAMINO RUIZ, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S CONVOY, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S CUYAMACA STREET, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S EC1, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S ECB, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S ESCONDIDO, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S FALLBROOK, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S HACIENDA DRIVE, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S IMPERIAL BEACH, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S IMPERIAL BEACH, LLC
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S LA MESA, INC.
11465 WOODSIDE AVE
SANTEE, CA 92071

SOAPY JOE'S MAIN STREET, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S MIDCO OC HOLDINGS, LLC
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S MIRAMAR, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S MISSION GORGE, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S MISSION GORGE ROAD INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S MISSION VALLEY, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S MURRAY DRIVE, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S OCEANSIDE, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S OPCO HOLDINGS, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S PASEO DEL NORTE, INC.
11465 WOODSIDE AVE.
SANTEE, CA 92071

SOAPY JOE'S RANCHO SAN DIEGO, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S REALCO HOLDINGS LLC
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SABRE SPRINGS, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SAN MARCOS, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SAN YSIDRO, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SAN YSIDRO, LLC
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SKYLINE, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SORRENTO VALLEY, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S SYB, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S UNIVERSITY AVENUE INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SOAPY JOE'S WEST VISTA WAY, INC.
11465 WOODSIDE AVENUE
SANTEE, CA 92071

SWEETWATER CAR WASH, LLC
11465 WOODSIDE AVENUE
SANTEE, CA 92071

Mr. Contreras 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"). Mr. Contreras seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SOAPY JOE'S GROUP 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.

SOAPY JOE'S GROUP employed Mr. Contreras as an hourly paid, non-exempt employee from approximately September 2025 to January 2026. Mr. Contreras worked as a Store Clerk at one of SOAPY JOE'S GROUP's car wash locations in San Diego, California. During his employment, Mr. Contreras typically worked six (6) hours or more per day and one (1) to five (5) days per week. At the time Mr. Contreras's employment with SOAPY JOE'S GROUP ended, he earned approximately $17.75 per hour. His job duties included, without limitation, attending to customers, ringing up customer transactions, stocking coolers, cleaning bathrooms, and sweeping and mopping the floor.

SOAPY JOE'S GROUP has committed each of the following Labor Code violations against Mr. Contreras, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

**SOAPY JOE'S GROUP's Company-Wide and Uniform Payroll and HR Practices**

SOAPY JOE'S GROUP, INC.; B H C W, INC.; SOAPY JOE'S, INC.; SOAPY JOE'S BCV, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S CAMINO RUIZ, INC.; SOAPY JOE'S CONVOY, INC.; SOAPY JOE'S CUYAMACA STREET, INC.; SOAPY JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S FALLBROOK, INC.; SOAPY JOE'S HACIENDA DRIVE, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S LA MESA, INC.; SOAPY JOE'S MAIN STREET, INC.; SOAPY JOE'S MIRAMAR, INC.; SOAPY JOE'S MISSION GORGE, INC.; SOAPY JOE'S MISSION GORGE ROAD INC.; SOAPY JOE'S MISSION VALLEY, INC.; SOAPY JOE'S MURRAY DRIVE, INC.; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S OPCO HOLDINGS, INC.; SOAPY JOE'S PASEO DEL NORTE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.; SOAPY JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S SKYLINE, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S SYB, INC.; SOAPY JOE'S UNIVERSITY AVENUE

[1] These facts, theories, and claims are based on Mr. Contreras's experience and counsel's review of those records currently available relating to Mr. Contreras'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, Mr. Contreras reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

INC.; and SOAPY JOE'S WEST VISTA WAY, INC. are California corporations while SOAPY JOE'S BONITA, LLC; SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY JOE'S MIDCO OC HOLDINGS, LLC; SOAPY JOE'S REALCO HOLDINGS LLC; SOAPY JOE'S SAN YSIDRO, LLC; and SWEETWATER CAR WASH, LLC are California limited liability companies. Together, they own and operate approximately 26 Soapy Joe's car wash locations in California. Upon information and belief, SOAPY JOE'S GROUP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Santee, California, for all non-exempt, hourly paid employees working for SOAPY JOE'S GROUP in California, including Mr. Contreras and other aggrieved employees. At all relevant times, SOAPY JOE'S GROUP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Contreras and other aggrieved employees, regardless of their location or position.

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

**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 IWC Wage Order No. 9-2001 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, § 11090(2)(H) (defining "Hours Worked").

First, during the relevant time period, SOAPY JOE'S GROUP had, and continues to have, a company-wide policy and/or practice of requiring Mr. Contreras and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, SOAPY JOE'S GROUP's management contacted Mr. Contreras outside of his scheduled shifts approximately twice per week to discuss various work-related tasks and concerns, such as expectations for upcoming shifts or to address issues that arose during previous shifts. These communications took Mr. Contreras 30 to 60 minutes to attend to, and Mr. Contreras had no means of recording this time spent working.

Second, upon information and belief, SOAPY JOE'S GROUP's management pressured employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked six (6) hours in a day, in order to limit their eligibility for meal periods they otherwise would have been entitled to. As a result, SOAPY JOE'S GROUP's management required that Mr. Contreras and other aggrieved employees clock out at the end of their scheduled shifts and continue working. For example, on a few occasions throughout his employment, Mr. Contreras was required to clock out and continue working to complete closing tasks which included taking out garbage, filling coolers with ice, and sweeping and mopping the floors. These tasks took Mr. Contreras approximately 15 minutes to complete. Thus, SOAPY JOE'S GROUP failed to track the time Mr. Contreras and other aggrieved employees spent working after their scheduled shifts, and Mr. Contreras and other aggrieved employees received no compensation for this time.

SOAPY JOE'S GROUP knew or should have known that as a result of these company-wide practices and/or policies, Mr. Contreras and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, SOAPY JOE'S GROUP did not pay minimum wages for all hours worked by Mr. Contreras and other aggrieved employees in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SOAPY JOE'S GROUP regularly failed to pay at least minimum wages to Mr. Contreras 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. Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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.

On information and belief, SOAPY JOE'S GROUP had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SOAPY JOE'S GROUP took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. SOAPY JOE'S GROUP's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, discouraged and impeded Mr. Contreras and other aggrieved employees from taking all meal periods to which they were entitled. For example, throughout his employment, SOAPY JOE'S GROUP did not provide Mr. Contreras any meal periods as a result of SOAPY JOE'S GROUP's position that he was not entitled to a meal period on his shifts in excess of five (5) hours but less than six (6) hours.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

*Id*. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That SOAPY JOE'S GROUP required Mr. Contreras and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because SOAPY JOE'S GROUP's obligation to provide Mr. Contreras and other aggrieved employees with meal periods did not arise until SOAPY JOE'S GROUP had employed them for a full five (5) hours.

At all times herein mentioned, SOAPY JOE'S GROUP knew or should have known that, as a result of this policy, Mr. Contreras and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. SOAPY JOE'S GROUP further knew or should have known that SOAPY JOE'S GROUP did not pay Mr. Contreras and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. As set forth above, SOAPY JOE'S GROUP's management pressured Mr. Contreras and other aggrieved employees who had signed invalid meal period waivers (*see supra*) to clock out before they had worked six (6) hours in day and continue working to limit their eligibility for meal periods. As a result, Mr. Contreras never received any meal periods while working for SOAPY JOE'S GROUP. Thus, SOAPY JOE'S GROUP failed to provide Mr. Contreras and other aggrieved employees with compliant, 30-minute meal periods altogether when they were scheduled for shifts of more than five (5) hours.

Moreover, SOAPY JOE'S GROUP 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, Mr. Contreras and other aggrieved employees have not received premium pay for missed, late, shortened, and/or interrupted meal periods.

Accordingly, SOAPY JOE'S GROUP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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, SOAPY JOE'S GROUP regularly failed to authorize and permit Mr. Contreras and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Upon information and belief, SOAPY JOE'S GROUP had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. SOAPY JOE'S GROUP's practice of labor budgeting and/or limited payroll allocation resulted in chronic understaffing and a lack of adequate rest period coverage. Because SOAPY JOE'S GROUP did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Mr. Contreras and other aggrieved employees were prevented from being relieved of all duty to take rest periods. Also, SOAPY JOE'S GROUP systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate rest period coverage to permit those employees to take compliant rest periods.

Additionally, SOAPY JOE'S GROUP failed to schedule rest periods, which, coupled with SOAPY JOE'S GROUP's failure to provide adequate rest period coverage, further led to Mr. Contreras and other aggrieved employees not being authorized and permitted to take rest periods. Further, SOAPY JOE'S GROUP's management erroneously informed Mr. Contreras and other aggrieved employees that they were not entitled to a second rest period when working six (6) hour shifts.

Furthermore, upon information and belief, during the relevant time period, SOAPY JOE'S GROUP maintained and implemented a company-wide on-premises rest period policy, which effectively required that Mr. Contreras and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Contreras 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, SOAPY JOE'S GROUP effectively maintained control over Mr. Contreras and/or other aggrieved employees during rest periods.

As a result of SOAPY JOE'S GROUP's practices and policies, Mr. Contreras 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 10-minute rest periods to which they were entitled. For example, Mr. Contreras had to sometimes forgo his first rest period due to the lack of coverage and the heavy workload. As a further example, Mr. Contreras was never authorized or permitted to take his second rest period when he worked six (6) hours or more due to SOAPY JOE'S GROUP's invalid rest period policy.

SOAPY JOE'S GROUP has also 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, Mr. Contreras and other aggrieved employees have not received premium pay for non-compliant rest periods.

Accordingly, SOAPY JOE'S GROUP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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. SOAPY JOE'S GROUP has not provided Mr. Contreras 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, SOAPY JOE'S GROUP has knowingly and intentionally provided Mr. Contreras and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SOAPY JOE'S GROUP issued uniform wage statements to Mr. Contreras 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 minimum wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SOAPY JOE'S GROUP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SOAPY JOE'S GROUP did not accurately record the time Mr. Contreras and other aggrieved employees spent working off-the-clock, SOAPY JOE'S GROUP did not list the correct amount of gross wages and net wages earned by Mr. Contreras and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, SOAPY JOE'S GROUP failed to accurately list the total number of hours worked by Mr. Contreras 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 corresponding accurate number of work 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 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), SOAPY JOE'S GROUP willfully failed to maintain accurate payroll records for Mr. Contreras 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, SOAPY JOE'S GROUP 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/or meal period start and end times for Mr. Contreras and other aggrieved employees, in violation of section 1198.

Because SOAPY JOE'S GROUP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Contreras 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, Mr. Contreras 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.

Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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, SOAPY JOE'S GROUP failed to pay Mr. Contreras and other aggrieved employees all wages due to them, including, but not limited to, minimum wages and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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.

SOAPY JOE'S GROUP willfully failed to pay Mr. Contreras and other aggrieved employees who are no longer employed by SOAPY JOE'S GROUP all their earned wages, including, but not limited to, minimum wages and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SOAPY JOE'S GROUP's employ.

Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP 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. 9-2001, 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." IWC Wage Order No. 9-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, SOAPY JOE'S GROUP had a company-wide policy of requiring Mr. Contreras and other aggrieved employees to utilize their own personal mobile devices, including cellular phones and/or mobile data, to carry out their job duties, but SOAPY JOE'S GROUP failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Contreras was required to use his personal mobile device to communicate with SOAPY JOE'S GROUP's management regarding work-related issues and concerns relating to his tasks and performance. Although SOAPY JOE'S GROUP required Mr. Contreras and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, SOAPY JOE'S GROUP failed to reimburse them for these costs.

Second, during the relevant time period, SOAPY JOE'S GROUP required Mr. Contreras and other aggrieved employees to wear uniforms bearing the "Soapy Joe's" company's logo, including a t-shirt. However, SOAPY JOE'S GROUP did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, SOAPY JOE'S GROUP only provided Mr. Contreras with one (1) uniform t-shirt at the time of hire. Because SOAPY JOE'S GROUP failed to provide Mr. Contreras with an adequate number of uniform items in relation to his scheduled shifts and due to the nature of cleaning duties, Mr. Contreras's uniform t-shirts would become ridden with chemicals from cleaning supplies, Mr. Contreras had to wash his uniforms more frequently than he would otherwise do laundry, and incurred expenses in doing so. Mr. Contreras was required to spend approximately $10 per week on additional laundry expenses for the upkeep of his uniform. Thus, SOAPY JOE'S GROUP failed to maintain uniforms they required Mr. Contreras and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SOAPY JOE'S GROUP could have provided Mr. Contreras and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniform items or access to laundering services. Or, SOAPY JOE'S GROUP could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, SOAPY JOE'S GROUP passed these operating costs onto Mr. Contreras and other aggrieved employees. At all relevant times, Mr. Contreras did not earn at least two (2) times the minimum wage.

Thus, SOAPY JOE'S GROUP 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. Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

**Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, SOAPY JOE'S GROUP failed, on a company-wide basis, to provide written notice to Mr. Contreras and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SOAPY JOE'S GROUP's failure to provide Mr. Contreras and other aggrieved employees with written notice of basic information regarding their employment with SOAPY JOE'S GROUP is in violation of California Labor Code section 2810.5.

Mr. Contreras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOAPY JOE'S GROUP into compliance with Labor Code section 2810.5, 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." SOAPY JOE'S GROUP, at all

relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Contreras's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Contreras seeks the remedies set forth in Labor Code section 558 for himself, 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, Mr. Contreras, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SOAPY JOE'S GROUP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Contreras 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:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: SOAPY JOE'S GROUP, INC. (via U.S. Certified Mail); B H C W, INC. (via U.S. Certified Mail); SOAPY JOE'S, INC. (via U.S. Certified Mail); SOAPY JOE'S BCV, INC. (via U.S. Certified Mail); SOAPY JOE'S BONITA, INC. (via U.S. Certified Mail); SOAPY JOE'S BONITA, LLC (via U.S. Certified Mail); SOAPY JOE'S CAMINO RUIZ, INC. (via U.S. Certified Mail); SOAPY JOE'S CONVOY, INC. (via U.S. Certified Mail); SOAPY JOE'S CUYAMACA STREET, INC. (via U.S. Certified Mail); SOAPY JOE'S EC1, INC. (via U.S. Certified Mail); SOAPY JOE'S ECB, INC. (via U.S. Certified Mail); SOAPY JOE'S ESCONDIDO, INC. (via U.S. Certified Mail); SOAPY JOE'S FALLBROOK, INC. (via U.S. Certified Mail); SOAPY JOE'S HACIENDA DRIVE, INC. (via U.S. Certified Mail); SOAPY JOE'S IMPERIAL BEACH, INC. (via U.S. Certified Mail); SOAPY JOE'S IMPERIAL BEACH, LLC (via U.S. Certified Mail); SOAPY JOE'S LA MESA, INC. (via U.S. Certified Mail); SOAPY JOE'S MAIN STREET, INC. (via U.S. Certified Mail); SOAPY JOE'S MIDCO OC HOLDINGS, LLC (via U.S. Certified Mail); SOAPY JOE'S MIRAMAR, INC. (via U.S. Certified Mail); SOAPY JOE'S MISSION GORGE, INC. (via U.S. Certified Mail); SOAPY JOE'S MISSION GORGE ROAD INC. (via U.S. Certified Mail); SOAPY JOE'S MISSION VALLEY, INC. (via U.S. Certified Mail); SOAPY JOE'S MURRAY DRIVE, INC. (via U.S. Certified Mail); SOAPY JOE'S OCEANSIDE, INC. (via U.S. Certified Mail); SOAPY JOE'S OPCO HOLDINGS, INC. (via U.S. Certified Mail); SOAPY JOE'S PASEO DEL NORTE, INC. (via U.S. Certified Mail); SOAPY JOE'S RANCHO SAN DIEGO, INC. (via U.S. Certified Mail); SOAPY JOE'S REALCO HOLDINGS LLC (via U.S. Certified Mail); SOAPY JOE'S SABRE SPRINGS, INC. (via U.S. Certified Mail); SOAPY JOE'S SAN

MARCOS, INC. (via U.S. Certified Mail); SOAPY JOE'S SAN YSIDRO, INC. (via U.S. Certified Mail); SOAPY JOE'S SAN YSIDRO, LLC (via U.S. Certified Mail); SOAPY JOE'S SKYLINE, INC. (via U.S. Certified Mail); SOAPY JOE'S SORRENTO VALLEY, INC. (via U.S. Certified Mail); SOAPY JOE'S SYB, INC. (via U.S. Certified Mail); SOAPY JOE'S UNIVERSITY AVENUE INC. (via U.S. Certified Mail); SOAPY JOE'S WEST VISTA WAY, INC. (via U.S. Certified Mail); SWEETWATER CAR WASH, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

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SOAPY JOE'S
GROUP, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 51

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 98

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

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A. Signature
X
☐ Agent
☐ Addressee

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

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type
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☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
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Restricted Delivery

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SOAPY JOE'S
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Santee, CA 92071

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CONTRERAS v. SOAPY JOE'S

SOAPY JOE'S
GROUP, INC.
11465 Woodside Avenue
Santee, CA 92071

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**B H C W, INC.**
16998 West Bernard Drive
San Diego, CA 92127

9590 9402 8803 4005 5616 68

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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®
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☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
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Total Postage and Fees
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City, State, ZIP+4®

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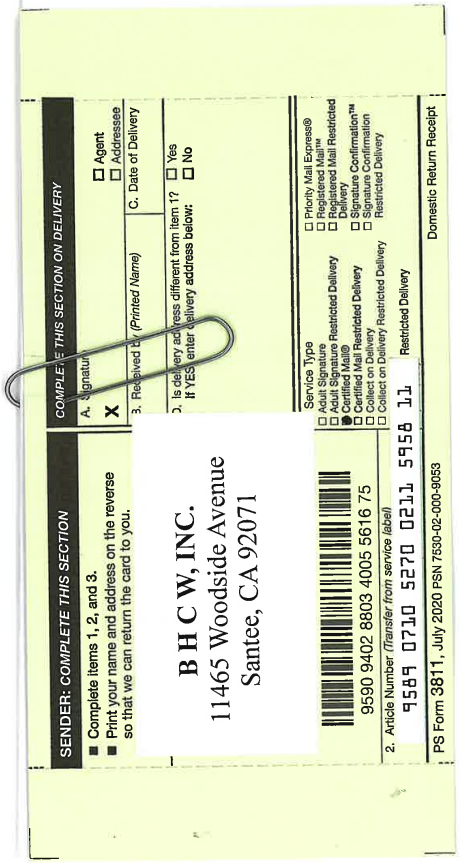
16998 West Bernard Drive
San Diego, CA 92127

CONTRERAS v. SOAPY JOE'S

**B H C W, INC.**
16998 West Bernard Drive
San Diego, CA 92127

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

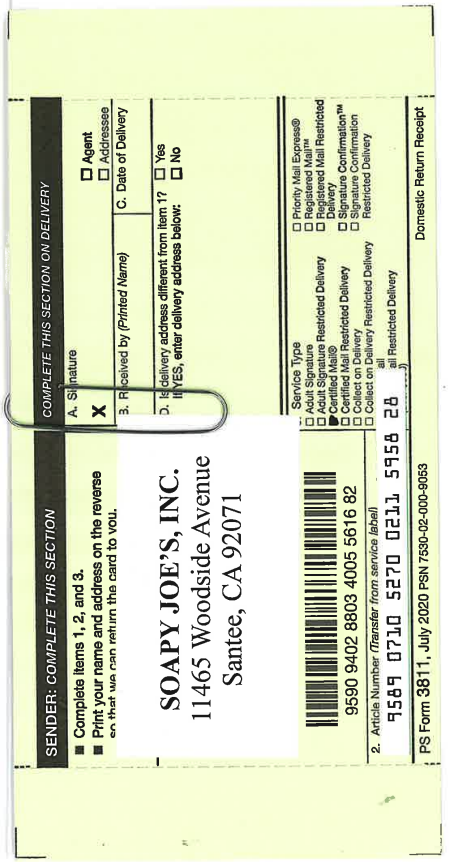


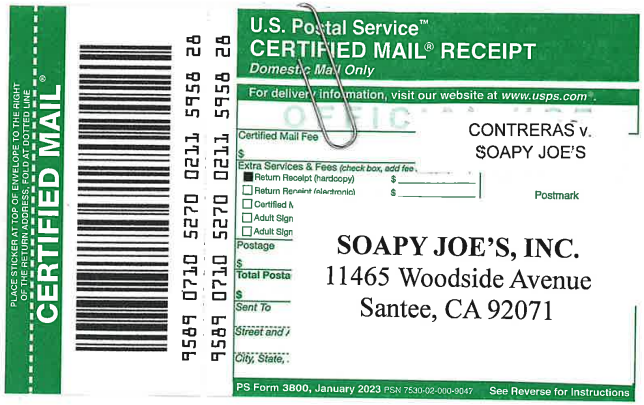




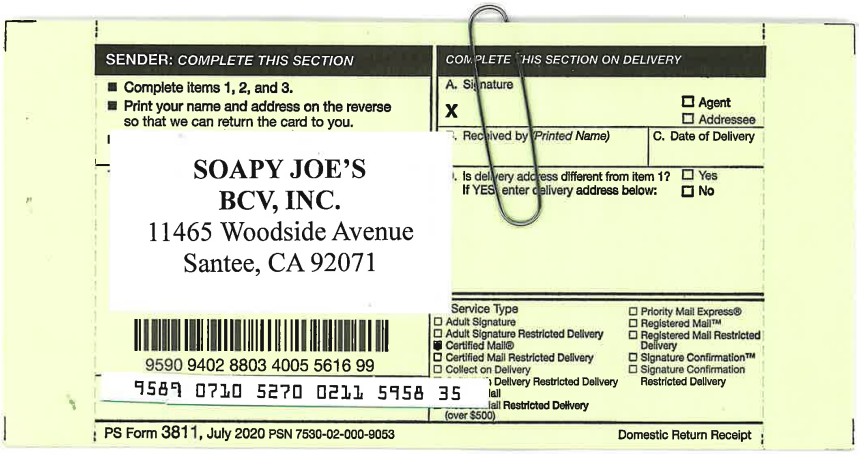
**B H C W, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S, INC.**
11465 Woodside Avenue
Santee, CA 92071



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SOAPY JOE'S
BCV, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 99

9589 0710 5270 0211 5958 35

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A. Signature
X
☐ Agent
☐ Addressee

C. Date of Delivery

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

Service Type
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☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
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Sent To
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CONTRERAS v. SOAPY JOE'S

Postmark

SOAPY JOE'S
BCV, INC.
11465 Woodside Avenue
Santee, CA 92071

SOAPY JOE'S
BCV, INC.
11465 Woodside Avenue
Santee, CA 92071

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SOAPY JOE'S
BONITA, INC.
11465 Woodside Avenue
Santee, CA 92071

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A. Signature
X
☐ 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

9590 9402 8803 4005 5617 05

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5958 42

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
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☐ Registered Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

estricted Delivery

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

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

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

CERTIFIED MAIL®

9589 0710 5270 0211 5958 42

9589 0710 5270 0211 5958 42

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

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

CONTRERAS v.
SOAPY JOE'S

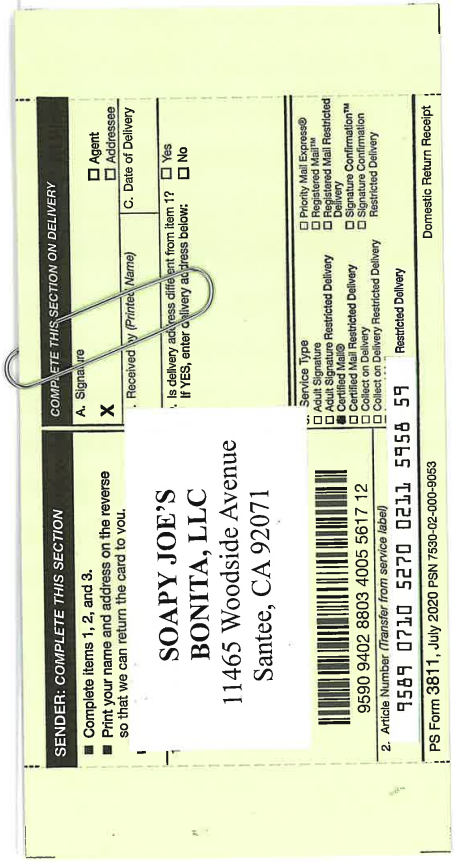
Postmark

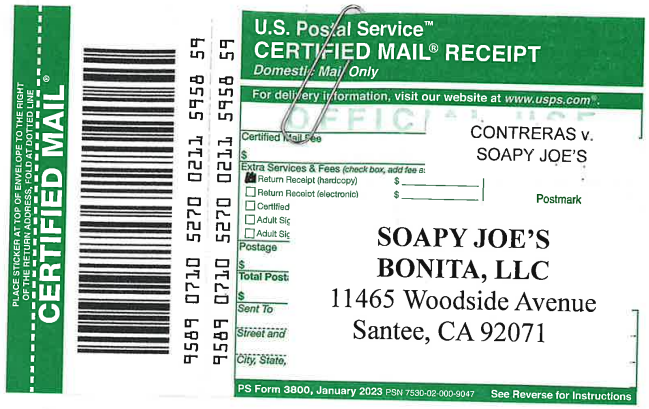
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SOAPY JOE'S
BONITA, INC.
11465 Woodside Avenue
Santee, CA 92071

SOAPY JOE'S
BONITA, INC.
11465 Woodside Avenue
Santee, CA 92071

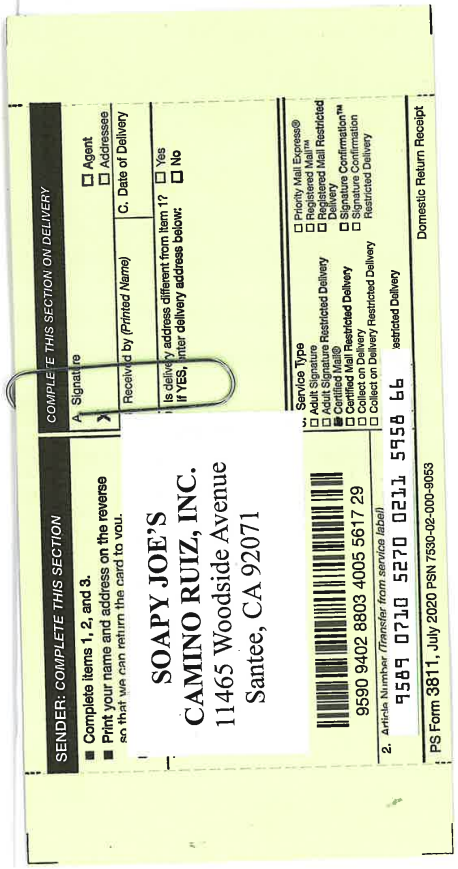
**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S**
**BONITA, LLC**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

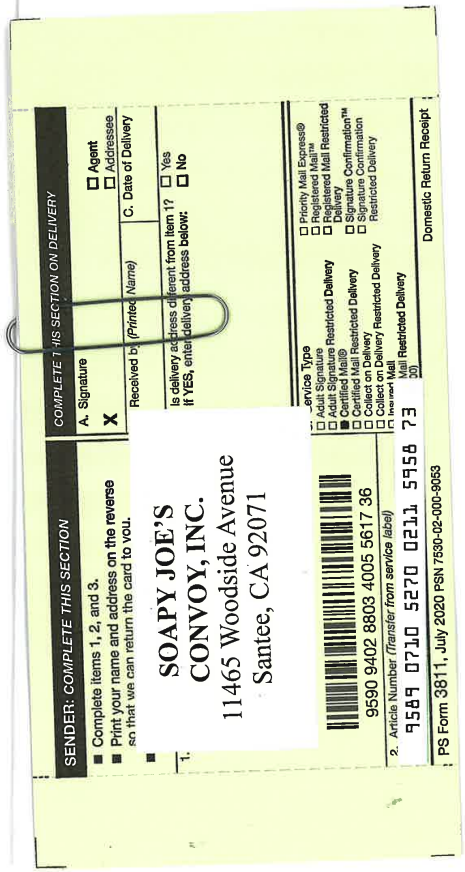



**SOAPY JOE'S**
**CAMINO RUIZ, INC.**
11465 Woodside Avenue
Santee, CA 92071




**SOAPY JOE'S**
**CAMINO RUIZ, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067







**SOAPY JOE'S**
**CONVOY, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
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.

**SOAPY JOE'S**
**CUYAMACA**
**STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 43

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 80

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ 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
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

stricted Delivery

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

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

**CERTIFIED MAIL®**

9589 0710 5270 0211 5958 80

9589 0710 5270 0211 5958 80

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
☒ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified M
☐ Adult Sign
☐ Adult Sign
Postage
$
Total Postag
$
Sent To
Street and A
City, State, Z

-CONTRERAS v.
SOAPY JOE'S

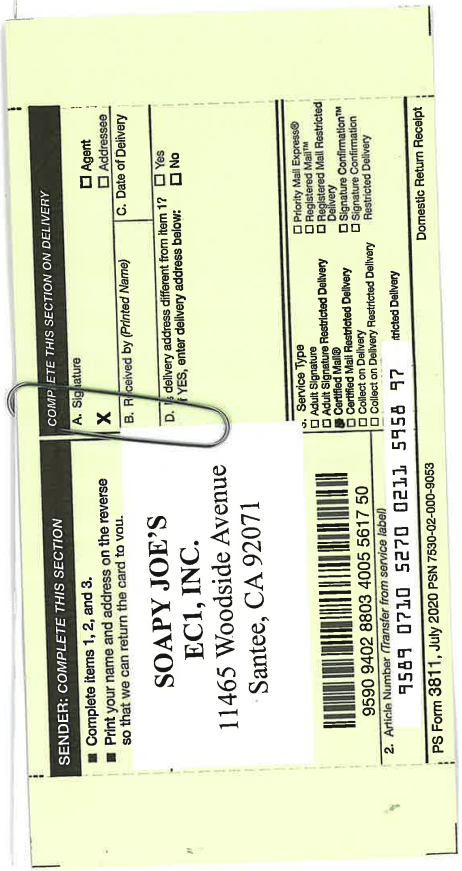
Postmark

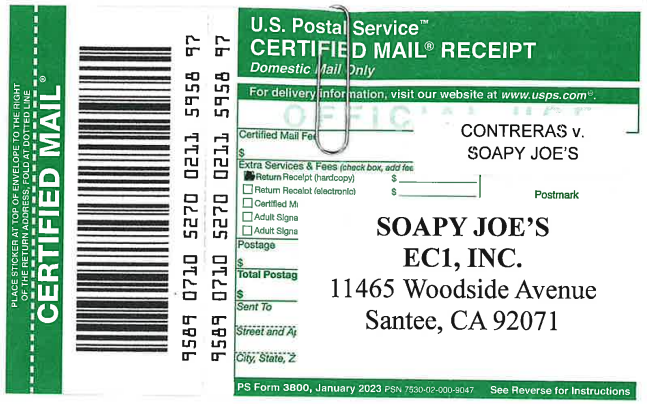
**SOAPY JOE'S**
**CUYAMACA**
**STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

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

**SOAPY JOE'S**
**CUYAMACA**
**STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

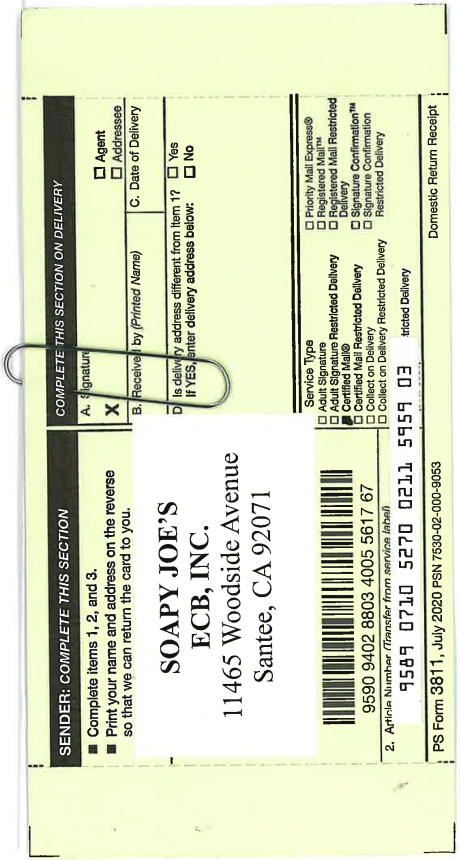
**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S**
**EC1, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

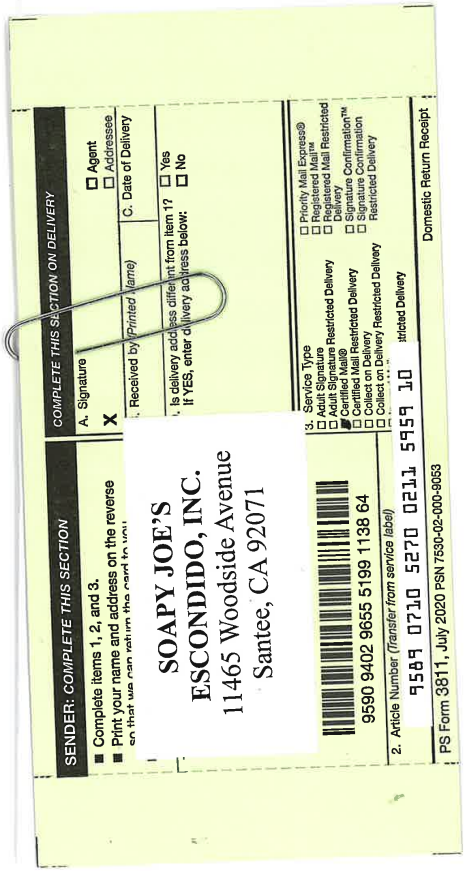






**SOAPY JOE'S**
**ECB, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

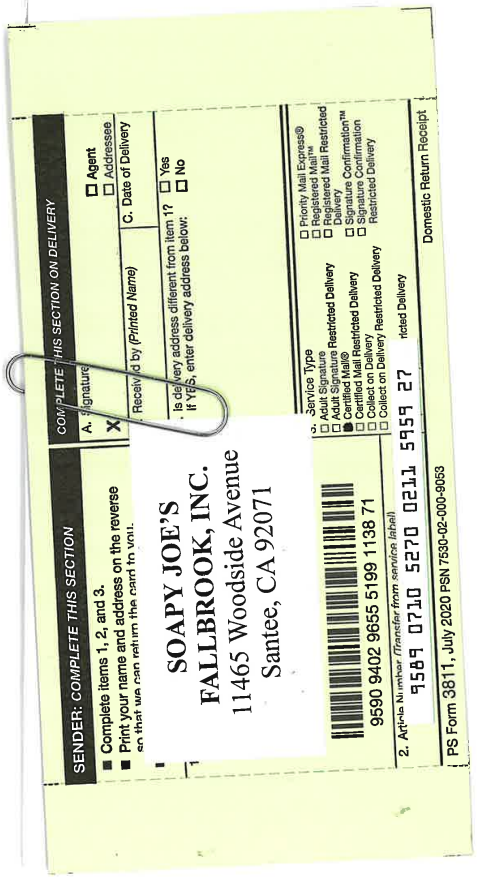




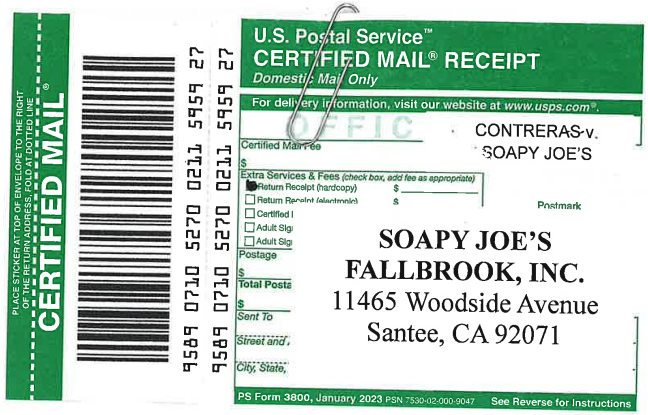


**SOAPY JOE'S**
**ESCONDIDO, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S**
**FALLBROOK, INC.**
11465 Woodside Avenue
Santee, CA 92071




**SOAPY JOE'S**
**FALLBROOK, INC.**
11465 Woodside Avenue
Santee, CA 92071

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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

SOAPY JOE'S
HACIENDA
DRIVE, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1138 88

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

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 34

Restricted Delivery

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

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

SOAPY JOE'S
HACIENDA
DRIVE, INC.
11465 Woodside Avenue
Santee, CA 92071

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

CERTIFIED MAIL®

9589 0710 5270 0211 5959 34

9589 0710 5270 0211 5959 34

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

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
■ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certifie
☐ Adult S
☐ Adult S

Postage

Total Pos

Sent To

Street an

City, State

PS Form 3800, January 2023 PSN 7530-02-000-9047

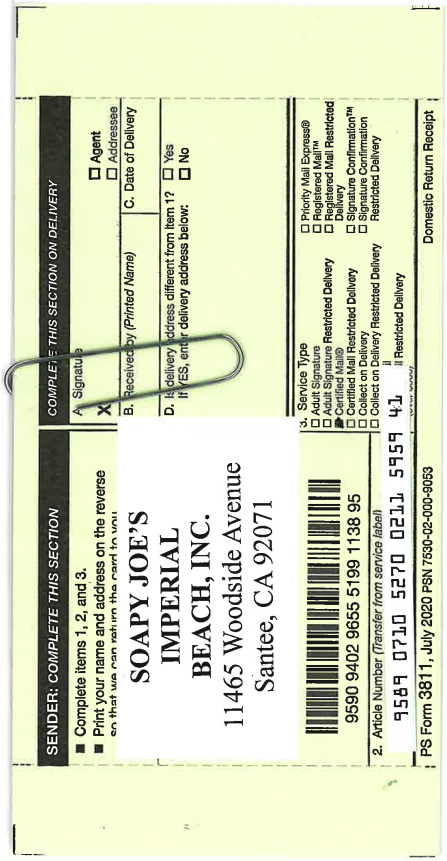
See Reverse for Instructions

CONTRERAS v. SOAPY JOE'S

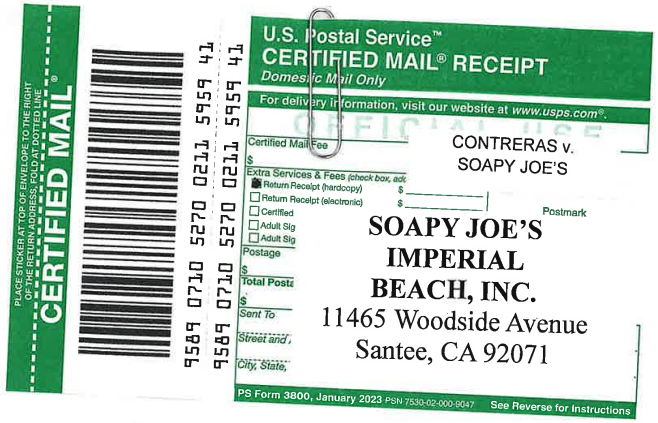
SOAPY JOE'S
HACIENDA
DRIVE, INC.
11465 Woodside Avenue
Santee, CA 92071

Postmark

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

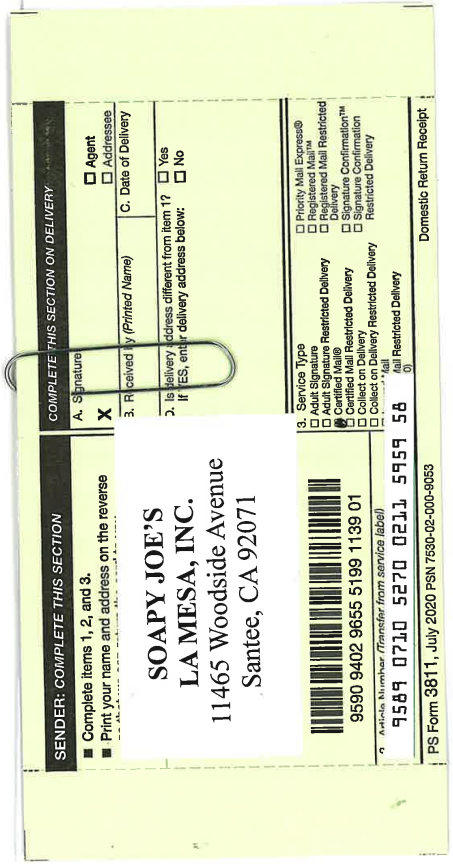



**SOAPY JOE'S**
**IMPERIAL**
**BEACH, INC.**
11465 Woodside Avenue
Santee, CA 92071




**SOAPY JOE'S**
**IMPERIAL**
**BEACH, INC.**
11465 Woodside Avenue
Santee, CA 92071

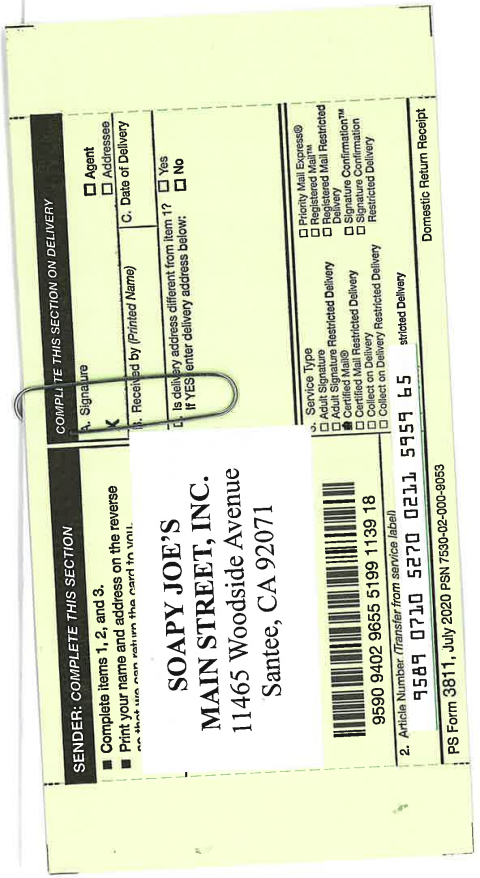
**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S**
**LA MESA, INC.**
11465 Woodside Avenue
Santee, CA 92071



**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

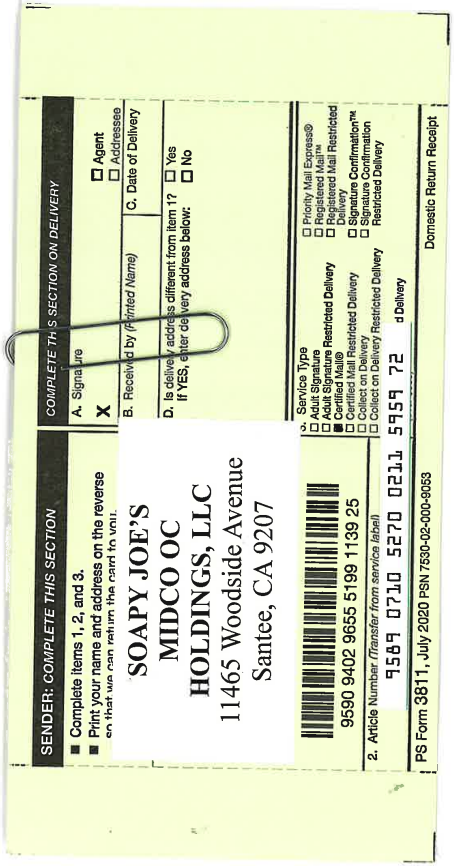


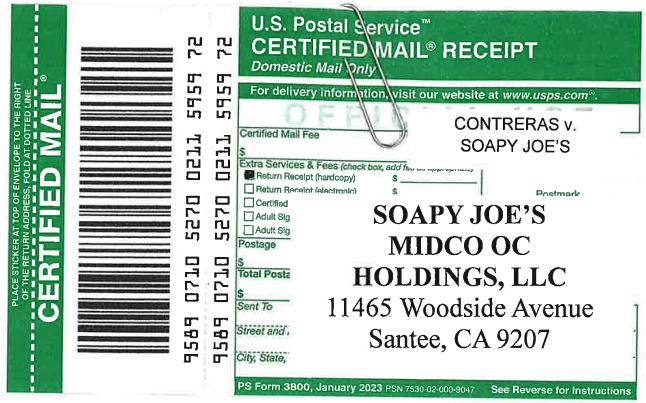




**SOAPY JOE'S**
**MAIN STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067




**SOAPY JOE'S**
**MIDCO OC**
**HOLDINGS, LLC**
11465 Woodside Avenue
Santee, CA 92071

**SENDER:** *COMPLETE THIS SECTION*

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

**SOAPY JOE'S**
**MIRAMAR, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 32

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 89

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ 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

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

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

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

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

**CERTIFIED MAIL®**

9589 0710 5270 0211 5959 89

9589 0710 5270 0211 5959 89

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
■ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
CONTRERAS v. SOAPY JOE'S
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
Postmark

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

**SOAPY JOE'S**
**MIRAMAR, INC.**
11465 Woodside Avenue
Santee, CA 92071

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

**SENDER:** *COMPLETE THIS SECTION*

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

**SOAPY JOE'S IMPERIAL BEACH, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 49

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5959 96

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ 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

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
☐ Restricted Delivery

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

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

**CERTIFIED MAIL®**

9589 0710 5270 0211 5959 96

9589 0710 5270 0211 5959 96

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*
For delivery information, visit our website at www.usps.com®.

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 Postage
$
Sent To
Street and/
City, State,

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

CONTRERAS v. SOAPY JOE'S

**SOAPY JOE'S IMPERIAL BEACH, LLC**
11465 Woodside Avenue
Santee, CA 92071

Postmark

**SOAPY JOE'S IMPERIAL BEACH, LLC**
11465 Woodside Avenue
Santee, CA 92071

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.

SOAPY JOE'S
MISSION
GORGE, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8654 15

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5999 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ 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
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

SOAPY JOE'S
MISSION
GORGE, INC.
11465 Woodside Avenue
Santee, CA 92071

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

CERTIFIED MAIL®

9589 0710 5270 0211 5999 70

9589 0710 5270 0211 5999 70

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

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 Postage
$
Sent To
Street and
City, State,

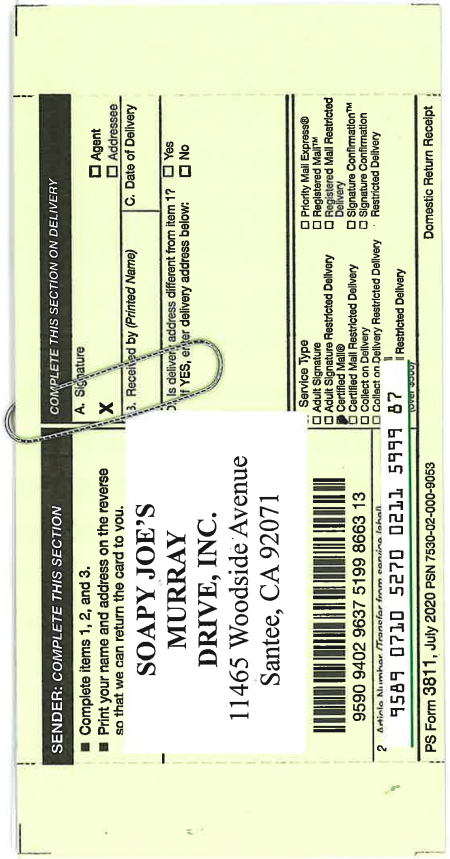
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

CONTRERAS v. SOAPY JOE'S

SOAPY JOE'S
MISSION
GORGE, INC.
11465 Woodside Avenue
Santee, CA 92071

Postmark

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067







**SOAPY JOE'S**
**MURRAY**
**DRIVE, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

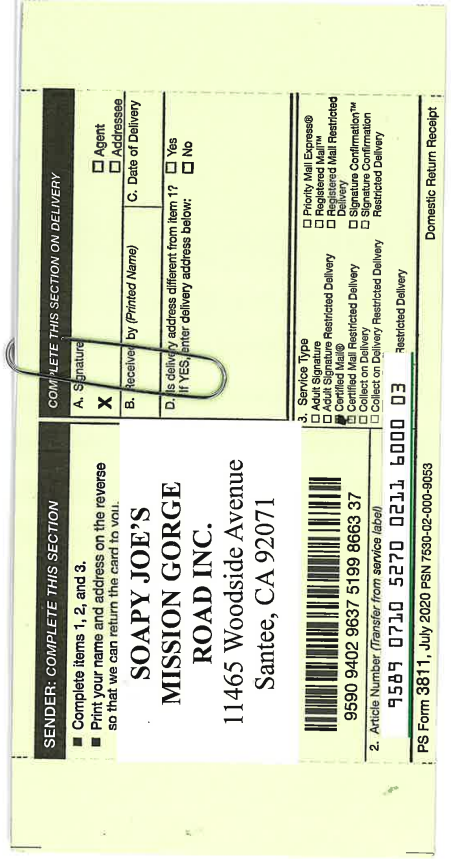






**SOAPY JOE'S**
**PASEO DEL**
**NORTE, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

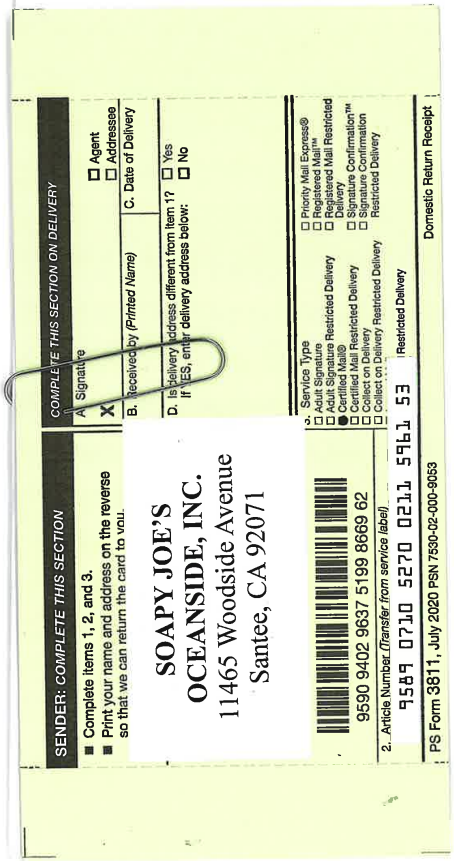






**SOAPY JOE'S**
**MISSION GORGE**
**ROAD INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

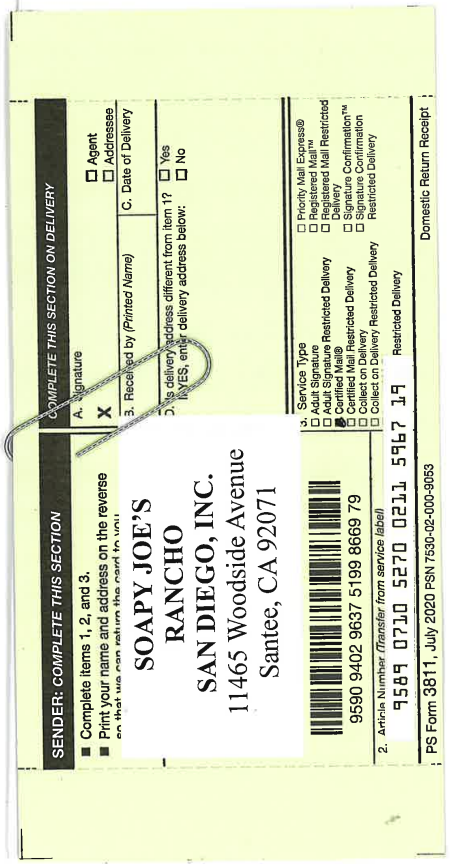






**SOAPY JOE'S**
**OCEANSIDE, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067







**SOAPY JOE'S**
**RANCHO**
**SAN DIEGO, INC.**
11465 Woodside Avenue
Santee, CA 92071

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

**SENDER: COMPLETE THIS SECTION**

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

**SOAPY JOE'S**
**MISSION**
**VALLEY, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 86

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5956 44

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ 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

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

Restricted Delivery

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

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

**CERTIFIED MAIL®**

9589 0710 5270 0211 5956 44

9589 0710 5270 0211 5956 44

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

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

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
■ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
CONTRERAS v. SOAPY JOE'S
Street and Apt. No., or PO Box No.
SOAPY JOE'S
MISSION
VALLEY, INC.
11465 Woodside Avenue
City, State, ZIP+4®
Santee, CA 92071

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

SOAPY JOE'S
MISSION
VALLEY, INC.
11465 Woodside Avenue
Santee, CA 92071

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.

**SOAPY JOE'S**
**OPCO**
**HOLDINGS, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 93

2 Article Number *(Transfer from service label)*
9589 0710 5270 0211 5961 22

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

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X ☐ 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

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
Restricted Delivery

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

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

**CERTIFIED MAIL®**

9589 0710 5270 0211 5961 22

9589 0710 5270 0211 5961 22

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

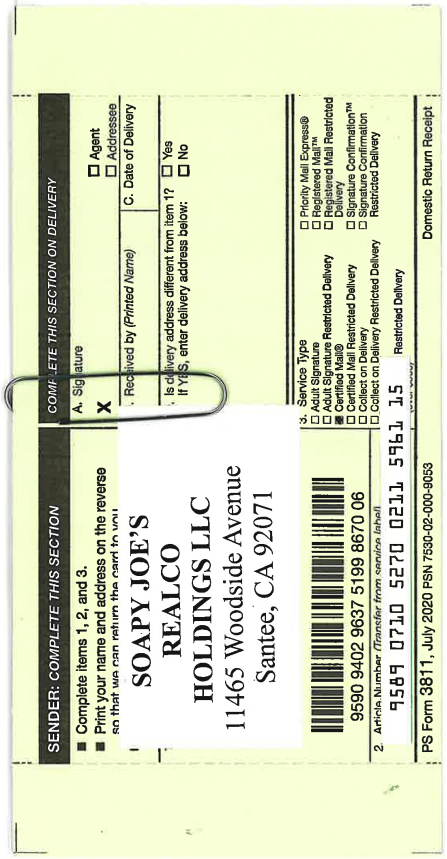
CONTRERAS v. SOAPY JOE'S

Postmark

**SOAPY JOE'S**
**OPCO**
**HOLDINGS, INC.**
11465 Woodside Avenue
Santee, CA 92071

**SOAPY JOE'S**
**OPCO**
**HOLDINGS, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067







**SOAPY JOE'S**
**REALCO**
**HOLDINGS LLC**
11465 Woodside Avenue
Santee, CA 92071

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION

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

SOAPY JOE'S
SABRE SPRINGS, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 13

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5961 08

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ 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

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

Restricted Delivery

Domestic Return Receipt

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

CERTIFIED MAIL®

9589 0710 5270 0211 5961 08

9589 0710 5270 0211 5961 08

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 Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

SOAPY JOE'S
SABRE SPRINGS, INC.
11465 Woodside Avenue
Santee, CA 92071

Postmark

SOAPY JOE'S
SABRE SPRINGS, INC.
11465 Woodside Avenue
Santee, CA 92071

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
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.

SOAPY JOE'S
SAN MARCOS, INC.
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 20

9589 0710 5270 2639 6033 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ 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

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
☐ Restricted Delivery

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

SOAPY JOE'S
SAN MARCOS, INC.
11465 Woodside Avenue
Santee, CA 92071

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

CERTIFIED MAIL®

9589 0710 5270 2639 6033 21

9589 0710 5270 2639 6033 21

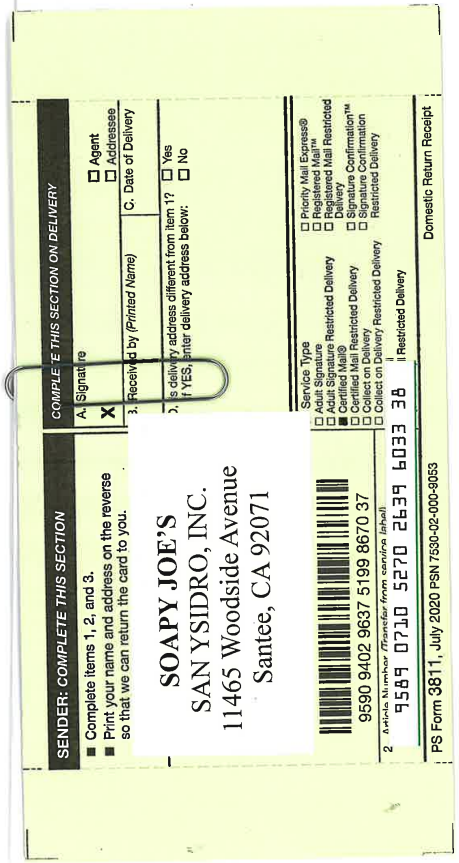
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®

Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage and Fees
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

CONTRERAS v. SOAPY JOE'S

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

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

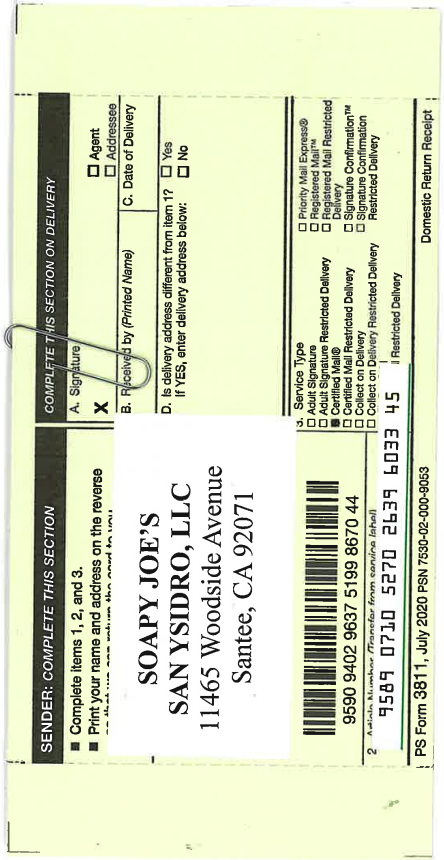



**SOAPY JOE'S**
SAN YSIDRO, INC.
11465 Woodside Avenue
Santee, CA 92071




**SOAPY JOE'S**
**SAN YSIDRO, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067







**SOAPY JOE'S**
**SAN YSIDRO, LLC**
11465 Woodside Avenue
Santee, CA 92071

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
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.

**SOAPY JOE'S**
**SKYLINE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 51

2. Article Number *(Transfer from service label)*
9589 0710 5270 2639 6033 52

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ 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

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
Restricted Delivery

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

SOAPY JOE'S
SKYLINE, INC.
11465 Woodside Avenue
Santee, CA 92071

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

**CERTIFIED MAIL®**

9589 0710 5270 2639 6033 52

9589 0710 5270 2639 6033 52

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

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

OFFICIAL USE

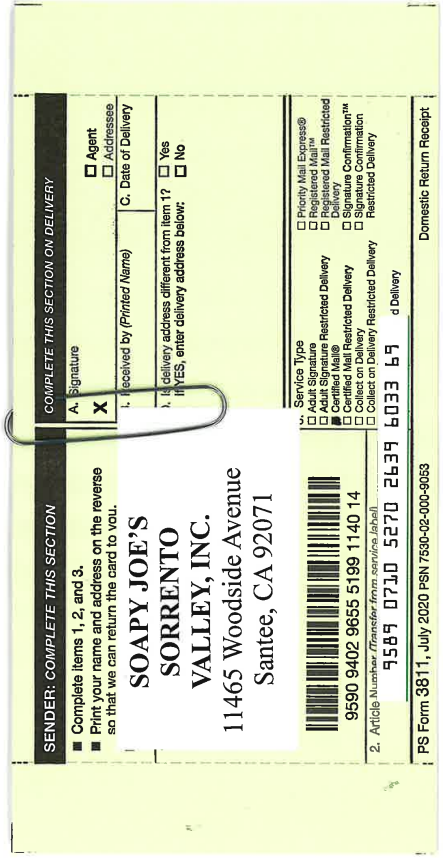
Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate) $
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
Postage $
Total Postage and Fees $
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

Postmark

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

SOAPY JOE'S
SKYLINE, INC.
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

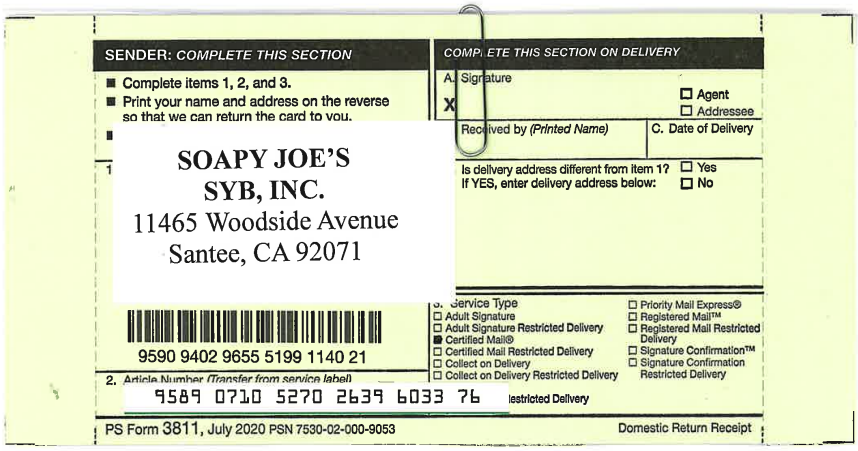






**SOAPY JOE'S**
**SORRENTO**
**VALLEY, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
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.

**SOAPY JOE'S**
**SYB, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1140 21

2. Article Number *(Transfer from service label)*

9589 0710 5270 2639 6033 76

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ 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

Restricted Delivery

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

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

**CERTIFIED MAIL®**

9589 0710 5270 2639 6033 76
9589 0710 5270 2639 6033 76

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
*Domestic Mail Only*
For delivery information, visit our website at www.usps.com®

Certified Mail Fee
$
Extra Services & Fees (check box, add
■ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified
☐ Adult Sl
☐ Adult Sl
Postage
$
Total Post
$
Sent To
Street and
City, State

CONTRERAS v.
SOAPY JOE'S

Postmark

**SOAPY JOE'S**
**SYB, INC.**
11465 Woodside Avenue
Santee, CA 92071

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

**SOAPY JOE'S**
**SYB, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

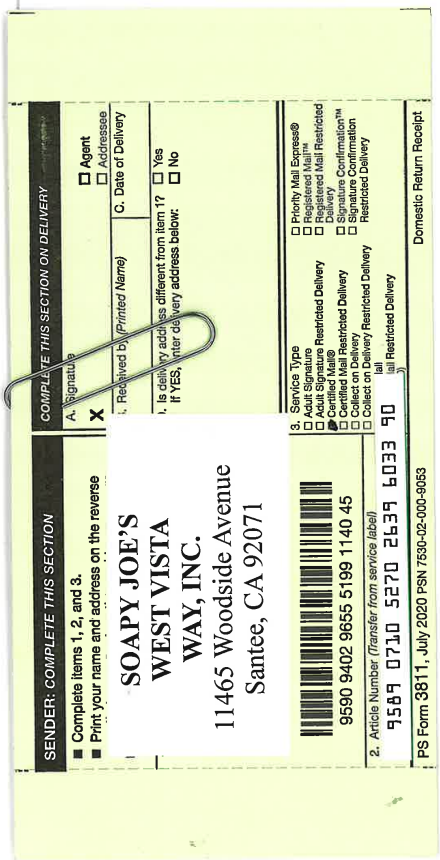


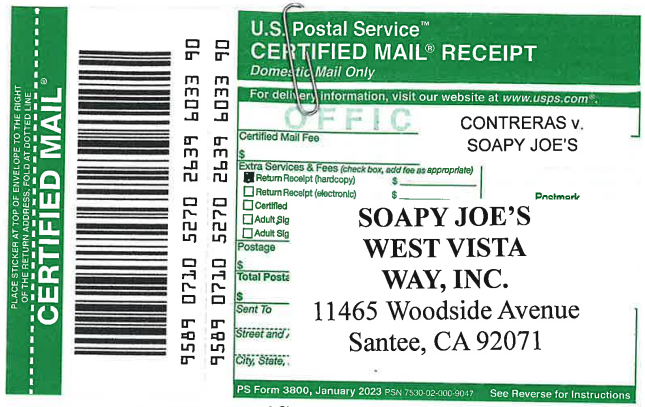




**SOAPY JOE'S**
**UNIVERSITY**
**AVENUE INC.**
11465 Woodside Avenue
Santee, CA 92071

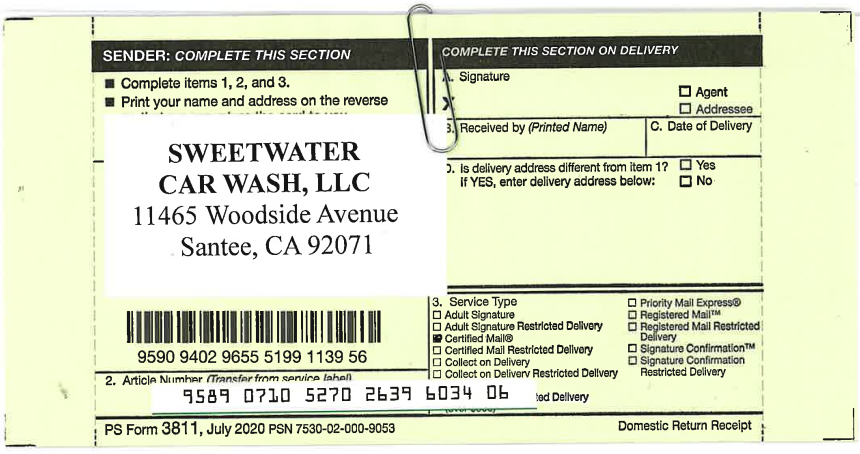
**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067


SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse
COMPLETE THIS SECTION ON DELIVERY
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
SOAPY JOE'S
WEST VISTA
WAY, INC.
11465 Woodside Avenue
Santee, CA 92071
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
9590 9402 9655 5199 1140 45
2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 90
Domestic Return Receipt
PS Form 3811, July 2020 PSN 7530-02-000-9053


PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL®
9589 0710 5270 2639 6033 90
9589 0710 5270 2639 6033 90
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
CONTRERAS v. SOAPY JOE'S
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 Posta
Sent To
Street and
City, State,
Postmark
SOAPY JOE'S
WEST VISTA
WAY, INC.
11465 Woodside Avenue
Santee, CA 92071
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**SOAPY JOE'S**
**WEST VISTA**
**WAY, INC.**
11465 Woodside Avenue
Santee, CA 92071

**CAPSTONE LAW, APC**
1875 Century Park East
Suite #1860
Los Angeles, CA 90067



SENDER: *COMPLETE THIS SECTION*

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

**SWEETWATER**
**CAR WASH, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 56

2. Article Number *(Transfer from service label)*

9589 0710 5270 2639 6034 06

*COMPLETE THIS SECTION ON DELIVERY*

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

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

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

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

**CERTIFIED MAIL®**

9589 0710 5270 2639 6034 06

9589 0710 5270 2639 6034 06

U.S. Postal Service™
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

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

OFFIC

Certified Mail Fee $
Extra Services & Fees *(check box, add fee as appropriate)*
☒ Return Receipt (hardcopy) $
☐ Return
☐ Certifi
☐ Adult
☐ Adult
Postage $
Total Pos $
Sent To
Street an
City, Stat

CONTRERAS v.
SOAPY JOE'S

Postmark

**SWEETWATER**
**CAR WASH, LLC**
11465 Woodside Avenue
Santee, CA 92071

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

**SWEETWATER**
**CAR WASH, LLC**
11465 Woodside Avenue
Santee, CA 92071

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.

**B H C W, INC.**
16998 West Bernard Drive
San Diego, CA 92127

9590 9402 8803 4005 5616 68

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 04

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery
3/27/26

D. 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

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

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.

**SOAPY JOE'S, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 82

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 28

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S BCV, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 99

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 35

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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.

**SOAPY JOE'S OPCO HOLDINGS, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 93

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5961 22

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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.

**SOAPY JOE'S ESCONDIDO, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1138 64

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5959 10

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S MISSION GORGE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8654 15

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5999 70

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S IMPERIAL BEACH, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1138 95

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5959 41

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S MURRAY DRIVE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8663 13

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5999 87

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S MISSION VALLEY, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 86

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5956 44

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S MAIN STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 18

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5959 65

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/27/26

D. 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

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

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.

**SOAPY JOE'S SKYLINE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 51

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 52

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S SAN YSIDRO, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 37

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S MIRAMAR, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 32

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 89

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S MIDCO OC HOLDINGS, LLC**
11465 Woodside Avenue
Santee, CA 9207

9590 9402 9655 5199 1139 25

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 72

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S SAN MARCOS, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 20

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S PASEO DEL NORTE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8663 20

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5[illegible]94

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S FALLBROOK, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1138 71

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 27

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S CONVOY, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 36

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5958 73

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S IMPERIAL BEACH, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 49

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 96

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S SORRENTO VALLEY, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1140 14

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 69

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

SENDER: COMPLETE THIS SECTION

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

**SOAPY JOE'S WEST VISTA WAY, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1140 45

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

SENDER: COMPLETE THIS SECTION

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

**SOAPY JOE'S SAN YSIDRO, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 44

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 45

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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

**SOAPY JOE'S GROUP, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 51

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 98

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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

**SOAPY JOE'S LA MESA, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 01

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5959 58

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SWEETWATER CAR WASH, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1139 56

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6034 06

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

**SOAPY JOE'S SYB, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1140 21

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 76

Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

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

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

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.

**SOAPY JOE'S RANCHO SAN DIEGO, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 79

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5967 19

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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

**SOAPY JOE'S CUYAMACA STREET, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 43

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5958 80

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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

**SOAPY JOE'S UNIVERSITY AVENUE INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1140 38

2. Article Number (Transfer from service label)
9589 0710 5270 2639 6033 83

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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

**B H C W, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5616 75

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5958 11

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Gloria C. Date of Delivery 3/7/26

D. 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

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

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.

**SOAPY JOE'S**
**EC1, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 50

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 97

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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

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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.

**SOAPY JOE'S**
**OCEANSIDE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8669 62

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5961 53

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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

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- Print your name and address on the reverse so that we can return the card to you.

**SOAPY JOE'S**
**HACIENDA**
**DRIVE, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9655 5199 1138 88

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5959 34

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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**SOAPY JOE'S**
**CAMINO RUIZ, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 29

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 66

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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SENDER: *COMPLETE THIS SECTION*

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**SOAPY JOE'S**
**BONITA, LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 12

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 59

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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

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**SOAPY JOE'S**
**REALCO**
**HOLDINGS LLC**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 9637 5199 8670 06

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5961 15

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

D. 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

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- Print your name and address on the reverse so that we can return the card to you.

**SOAPY JOE'S**
**BONITA, INC.**
11465 Woodside Avenue
Santee, CA 92071

9590 9402 8803 4005 5617 05

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5958 42

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X GS
☑ Agent
☐ Addressee

B. Received by *(Printed Name)* Gloria
C. Date of Delivery 3/7/26

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

3. Service Type
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☐ 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

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

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **May 29, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Lisa Hird Chung
lisa@svclegal.com
Salma Z. Moore
salma@svclegal.com
Schor Vogelzang & Chung LLP
2170 Fourth Avenue
San Diego, CA 92101
T: (619) 906-2400

*Attorneys for Defendants:*
Soapy Joe's Group, Inc.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ **X** ] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

[ **X** ] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 29, 2026,** at Los Angeles, California.

Julia Urquizo
Type/Print Name

Julia Urquizo
Signature