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Attorneys for Plaintiffs

MAKIYA EPPS and TESSIE HALEY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MAKIYA EPPS, TESSIE HALEY, JAILENE MARTINEZ, RUBEN AGUSTIN, AYDEN NAUNGAYAN-SLABY, and ZOLY MOUA, individuals, on behalf of themselves, and on behalf of all of all persons similarly situated,

Plaintiffs,

vs.

SOAPY JOE'S GROUP, INC., a California corporation; BHCW, INC. dba SOAPY JOE'S CAR WASH; SOAPY JOE'S SAN MARCOS, INC.; SOAPY JOE'S BONITA, INC.; SOAPY JOE'S ESCONDIDO, INC.; SOAPY JOE'S SORRENTO VALLEY, INC.; SOAPY JOE'S IMPERIAL BEACH, INC.; SOAPY JOE'S SAN YSIDRO, INC.; SOAPY JOE'S LA MESA, INC.; SWEETWATER CAR WASH, LLC; SOAPY JOE'S OCEANSIDE, INC.; SOAPY JOE'S RANCHO SAN DIEGO, INC.;

Case No.: 37-2022-00013622-CU-OE-CTL

**STIPULATION OF SETTLEMENT OF
PAGA ACTION AND RELEASE OF
PAGA CLAIMS**

Complaint Filed: April 12, 2022

1 SOAPY JOE'S CONVOY, INC.; SOAPY
2 JOE'S CUYAMACA STREET INC.; SOAPY
3 JOE'S EC1, INC.; SOAPY JOE'S ECB, INC.;
4 SOAPY JOE'S FALLBROOK, INC.; SOAPY
5 JOE'S HACIENDA DRIVE, INC.; SOAPY
6 JOE'S IMPERIAL BEACH, LLC; SOAPY
7 JOE'S MAIN STREET, INC.; SOAPY JOE'S
8 MIRAMAR INC.; SOAPY JOE'S MISSION
9 GORGE ROAD INC.; SOAPY JOE'S
10 MISSION GORGE, INC.; SOAPY JOE'S
11 MISSION VALLEY, INC.; SOAPY JOE'S
12 OPCO HOLDINGS, INC.; SOAPY JOE'S
13 PASEO DEL NORTE, INC.; SOAPY JOE'S
14 PH, INC.; SOAPY JOE'S SABRE SPRINGS,
15 INC.; SOAPY JOE'S SAN JACINTO INC.;
16 SOAPY JOE'S SAN YSIDRO, LLC; SOAPY
17 JOE'S SKYLINE, INC.; SOAPY JOE'S SYB,
18 INC.; SOAPY JOE'S UNIVERSITY
19 AVENUE INC.; SOAPY JOE'S WEST VISTA
20 WAY, INC.; SOAPY JOE'S INC.; SOAPY
21 JOE'S IMPERIAL BEACH, INC.; LORENS
22 ATTISHA, an individual; TALAL SHEENA,
23 an individual; and DOES 1-50,
24 Inclusive,
25
26 Defendants.

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FERRARO VEGA EMPLOYMENT LAWYERS, INC.

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Attorneys for Plaintiffs

JAILENE MARTINEZ, RUBEN AGUSTIN,
AYDEN NAUNGAYAN-SLABY, and ZOLY MOUA

(Additional counsel on next page)

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6 Attorneys for Defendants
7 SOAPY JOE'S GROUP, INC., a California
corporation; BHCW, INC. dba SOAPY JOE'S CAR
8 WASH; SOAPY JOE'S SAN MARCOS, INC.;
SOAPY JOE'S BONITA, INC.; SOAPY JOE'S
9 ESCONDIDO, INC.; SOAPY JOE'S SORRENTO
VALLEY, INC.; SOAPY JOE'S IMPERIAL
10 BEACH, INC.; SOAPY JOE'S SAN YSIDRO,
INC.; SOAPY JOE'S LA MESA, INC.;
11 SWEETWATER CAR WASH, LLC; SOAPY
JOE'S OCEANSIDE, INC.; SOAPY JOE'S
12 RANCHO SAN DIEGO, INC.; SOAPY JOE'S
CONVOY, INC.; SOAPY JOE'S CUYAMACA
13 STREET INC.; SOAPY JOE'S EC1, INC.; SOAPY
JOE'S ECB, INC.; SOAPY JOE'S FALLBROOK,
14 INC.; SOAPY JOE'S HACIENDA DRIVE, INC.;
SOAPY JOE'S IMPERIAL BEACH, LLC; SOAPY
15 JOE'S MAIN STREET, INC.; SOAPY JOE'S
MIRAMAR INC.; SOAPY JOE'S MISSION
16 GORGE ROAD INC.; SOAPY JOE'S MISSION
GORGE, INC.; SOAPY JOE'S MISSION
17 VALLEY, INC.; SOAPY JOE'S OPCO
HOLDINGS, INC.; SOAPY JOE'S PASEO DEL
18 NORTE, INC.; SOAPY JOE'S PH, INC.; SOAPY
JOE'S SABRE SPRINGS, INC.; SOAPY JOE'S
19 SAN JACINTO INC.; SOAPY JOE'S SAN
YSIDRO, LLC; SOAPY JOE'S SKYLINE, INC.;
20 SOAPY JOE'S SYB, INC.; SOAPY JOE'S
UNIVERSITY AVENUE INC.; SOAPY JOE'S
21 WEST VISTA WAY, INC.; SOAPY JOE'S INC.;
SOAPY JOE'S IMPERIAL BEACH, INC.;
22 LORENS ATTISHA; and TALAL SHEENA
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This Stipulation of Settlement of PAGA Action and Release of Claims is entered into by and between Plaintiffs JAILENE MARTINEZ (“Plaintiff Martinez”), RUBEN AGUSTIN (“Plaintiff Agustin”), AYDEN NAUNGAYAN-SLABY (“Plaintiff Naungayan-Slaby”), ZOLY MOUA (“Plaintiff Moua”), MAKIYA EPPS (“Plaintiff Epps”), and TESSIE HALEY (“Plaintiff Haley”) (collectively hereinafter “Plaintiffs”), individuals, in their representative capacities on behalf of the State of California and the Aggrieved Employees (as defined below), and Defendants SOAPY JOE’S GROUP, INC., BHCW, INC. dba SOAPY JOE’S CAR WASH, SOAPY JOE’S SAN MARCOS, INC., SOAPY JOE’S BONITA, INC., SOAPY JOE’S ESCONDIDO, INC., SOAPY JOE’S SORRENTO VALLEY, INC., SOAPY JOE’S IMPERIAL BEACH, INC., SOAPY JOE’S SAN YSIDRO, INC., SOAPY JOE’S LA MESA, INC., SWEETWATER CAR WASH, LLC, SOAPY JOE’S OCEANSIDE, INC., SOAPY JOE’S RANCHO SAN DIEGO, 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 FALLBROOK, INC., SOAPY JOE’S HACIENDA DRIVE, INC., SOAPY JOE’S IMPERIAL BEACH, LLC, SOAPY JOE’S MAIN STREET, INC., SOAPY JOE’S MIRAMAR INC., SOAPY JOE’S MISSION GORGE ROAD INC., SOAPY JOE’S MISSION GORGE, INC., SOAPY JOE’S MISSION VALLEY, INC., SOAPY JOE’S OPCO HOLDINGS, INC., SOAPY JOE’S PASEO DEL NORTE, INC., SOAPY JOE’S PH, INC., SOAPY JOE’S SABRE SPRINGS, INC., SOAPY JOE’S SAN JACINTO INC., SOAPY JOE’S SAN YSIDRO, LLC, SOAPY JOE’S SKYLINE, INC., SOAPY JOE’S SYB, INC., SOAPY JOE’S UNIVERSITY AVENUE INC., SOAPY JOE’S WEST VISTA WAY, INC., SOAPY JOE’S INC., SOAPY JOE’S IMPERIAL BEACH, INC., LORENS ATTISHA, and TALAL SHEENA (“Defendants”):

I. DEFINITIONS

A. “Actions” means the representative action lawsuit designated *Makiya Epps and Tessie Haley v. Soapy Joe’s Group, Inc., et al.*, San Diego County Superior Court Case No. 37-2022-00013622-CU-OE-CTL, filed on April 12, 2022 (the “*Epps and Haley* Action” or the “PAGA Action”); the arbitration designated *Makiya Epps v. Soapy Joe’s Group, Inc.*, American Arbitration Association Case No. 01-23-0003-1833,

1 filed on July 18, 2023; the arbitration designated *Tessie Haley v. Soapy Joe's Group,*
2 *Inc.*, American Arbitration Association Case No. 01-23-0003-1834, filed on July 18,
3 2023; and the representative action lawsuit designated *Jailene Martinez, Ruben*
4 *Agustin, Ayden Naungayan-Slaby, and Zoly Moua v. Soapy Joe's Group, Inc., et al.*,
5 San Diego County Superior Court Case No. 37-2023-00053126-CU-OE-CTL, filed
6 on December 7, 2023 (the "*Martinez Action*").

7 B. "Aggrieved Employees" means all current and former non-exempt employees who
8 worked for Defendants in California during the PAGA Period.

9 C. "Aggrieved Employee Data" means the information produced by Defendants to the
10 Settlement Administrator on or before March 31, 2025, in Microsoft Excel, that
11 contains each Aggrieved Employee's full name; last known address; Social Security
12 Number; start dates and end dates of employment; and any other information the
13 Settlement Administrator deems necessary to accurately calculate the number of Pay
14 Periods worked by each Aggrieved Employee during the PAGA Period.

15 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
16 PAGA Action and Release of Claims.

17 E. "Court" means the Superior Court for the State of California, County of San Diego
18 currently presiding over the PAGA Action.

19 F. "Defendants" means Soapy Joe's Group, Inc., BHCW, Inc. dba Soapy Joe's Car
20 Wash, Soapy Joe's San Marcos, Inc., Soapy Joe's Bonita, Inc., Soapy Joe's
21 Escondido, Inc., Soapy Joe's Sorrento Valley, Inc., Soapy Joe's Imperial Beach, Inc.,
22 Soapy Joe's San Ysidro, Inc., Soapy Joe's La Mesa, Inc., Sweetwater Car Wash, LLC,
23 Soapy Joe's Oceanside, Inc., Soapy Joe's Rancho San Diego, Inc., Soapy Joe's
24 Convoy, Inc., Soapy Joe's Cuyamaca Street, Inc., Soapy Joe's EC1, Inc., Soapy Joe's
25 ECB, Inc., Soapy Joe's Fallbrook, Inc., Soapy Joe's Hacienda Drive, Inc., Soapy Joe's
26 Imperial Beach, LLC, Soapy Joe's Main Street, Inc., Soapy Joe's Miramar, Inc.,
27 Soapy Joe's Mission Gorge Road, Inc., Soapy Joe's Mission Gorge, Inc., Soapy Joe's
28 Mission Valley, Inc., Soapy Joe's OPCO Holdings, Inc., Soapy Joe's Paseo Del

1 Norte, Inc., Soapy Joe's PH, Inc., Soapy Joe's Sabre Springs, Inc., Soapy Joe's San
2 Jacinto, Inc., Soapy Joe's San Ysidro, LLC, Soapy Joe's Skyline, Inc., Soapy Joe's
3 SYB, Inc., Soapy Joe's University Avenue, Inc., Soapy Joe's West Vista Way, Inc.,
4 Soapy Joe's, Inc., Soapy Joe's Imperial Beach, Inc., Lorens Attisha, and Talal Sheena.

5 G. "Effective Date" means the date the Court enters an order and judgment approving
6 this Settlement.

7 H. "Funding Date" means the date by which Defendants have paid the entire Gross
8 Settlement Amount to the Settlement Administrator in accord with the terms of this
9 Agreement. Defendants shall pay the Gross Settlement Amount to the Settlement
10 Administrator no later than thirty (30) calendar days after the Effective Date.

11 I. "Gross Settlement Amount" means Seven Hundred Sixty Thousand Dollars and Zero
12 Cents (\$760,000.00) that Defendants must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of Settlement Administration Costs, PAGA Counsel
14 Award, and PAGA Representative Service Awards, and *exclusive* of the employer's
15 share of payroll tax, if any, triggered by any payment under this Settlement.

16 J. "Net Settlement Amount" means the Gross Settlement Amount minus the PAGA
17 Representative Service Awards, Settlement Administration Costs, PAGA Counsel
18 Award, with 25% of the Net Settlement Amount going to the Aggrieved Employees
19 ("Aggrieved Employee Payment") and 75% of the Net Settlement Amount going to
20 the State of California Labor and Workforce Development Agency ("LWDA
21 Payment"). The allocation of payment of claims among the Aggrieved Employees
22 shall be paid based on the number of Pay Periods worked during the PAGA Period.
23 Aggrieved Employees will be issued IRS Forms 1099 for the Aggrieved Employee
24 Payments.

25 K. "Net Settlement Amount Distribution Formula" means the pro-rata distribution of the
26 Net Settlement Amount described in Section III.I.1 below.

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- 1 L. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved
2 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
3 Agreement.
- 4 M. “Operative Complaint” means the First Amended Complaint that will be submitted
5 for filing with the Court within ten (10) days of the Court granting leave to amend.
- 6 N. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
7 §§ 2698, *et seq.*
- 8 O. “PAGA Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani
9 O. Zakay, Esq. of Zakay Law Group, APLC, and Nicholas J. Ferraro of Ferraro Vega
10 Employment Lawyers, Inc.
- 11 P. “PAGA Counsel Award” means attorneys’ fees not to exceed one-third (1/3) of the
12 Gross Settlement Amount (currently estimated to be Two Hundred Fifty-Three
13 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
14 (\$253,333.33)) **and** costs and expenses supported by declaration not to exceed Thirty
15 Thousand Dollars and Zero Cents (\$30,000.00). To the extent that the Court approves
16 less than the PAGA Counsel Award that PAGA Counsel requests, the difference
17 between the requested and awarded amounts will be reallocated to the Gross
18 Settlement Amount. PAGA Counsel’s award of attorneys’ fees shall be divided
19 between PAGA Counsel as follows: one-third (1/3) to JCL Law Firm, APC, one-third
20 (1/3) to Zakay Law Group, APLC, and one-third (1/3) to Ferraro Vega Employment
21 Lawyers, Inc.
- 22 Q. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
23 Employee Payment, as defined herein, means any pay period during which an
24 Aggrieved Employee was employed by Defendants in California and received
25 compensation during the PAGA Period. Defendants’ records will be presumed to be
26 correct unless any particular Aggrieved Employee proves otherwise to the Settlement
27 Administrator by credible written evidence. All Pay Period disputes will be resolved
28 and decided by the Settlement Administrator, and the Settlement Administrator’s

1 decision on all Pay Period disputes will be final and non-appealable.

2 R. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
3 Period for each Aggrieved Employee divided by the sum total of the Pay Periods for
4 all Aggrieved Employees during the PAGA Period.

5 S. "PAGA Period" means the period of February 10, 2021, through December 31, 2024.

6 T. "PAGA Representative Service Awards" means awards in the amount of Five
7 Thousand Dollars and Zero Cents (\$5,000.00) or in an amount that the Court
8 authorizes to be paid to each Plaintiff, in addition to their pro rata portion of the
9 Aggrieved Employee Payment, for the work Plaintiffs have completed in representing
10 the Aggrieved Employees.

11 U. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
12 Plaintiffs or Defendants, individually.

13 V. "Plaintiffs" means Plaintiff Martinez, Plaintiff Agustin, Plaintiff Naungayan-Slaby,
14 Plaintiff Moua, Plaintiff Epps, and Plaintiff Haley.

15 W. "Plaintiffs' Released Individual Claims" means Plaintiffs' separate settlement of their
16 individual claims, for which Defendants will pay each Plaintiff Fifteen Thousand
17 Dollars and Zero Cents (\$15,000.00) within thirty (30) days of the Effective Date of
18 this Agreement in addition to the Gross Settlement Amount, in exchange for a release
19 of any and all claims and potential claims that may legally be waived by private
20 agreement, whether known or unknown, which Plaintiffs have asserted or could assert
21 against Defendants, their officers, directors, or employees arising out of or relating in
22 any way to any acts, circumstances, facts, transactions, or omissions, subject to a
23 separate settlement agreement to be executed by Plaintiffs. The release will include,
24 but is not limited to, (i) any and all claims arising under Title VII of the Civil Rights
25 Acts of 1866, 1964, and 1991, the Age Discrimination in Employment Act of 1967
26 (ADEA), the Family Medical Leave Act (FMLA), the Employee Retirement Income
27 Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy
28 Discrimination Act, the Worker Adjustment and Retraining Notification (WARN)

1 Act, the Americans with Disabilities Act (ADA), the Uniformed Services
2 Employment and Reemployment Rights Act (USERRA), the California Fair
3 Employment and Housing Act (FEHA), the California Labor Code, including Labor
4 Code section 1102.5 and individual claims under PAGA and standing as an alleged
5 “aggrieved employee” under such statute, and any amendments to such laws, the
6 California Family Rights Act (CFRA), the Fair Credit Reporting Act (FCRA), any
7 other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or
8 order; (ii) claims based on veteran status; (iii) claims in equity or under common law,
9 including, but not limited to, claims for tort, breach of contract (express or implied,
10 written or oral), wrongful discharge, defamation, emotional distress, negligence,
11 negligent hiring and retention, and claims for punitive or exemplary damages; (iv) all
12 claims under any federal, state, or local statute, including claims for employment
13 discrimination, harassment, retaliation, wrongful termination, constructive
14 termination, violation of public policy, wage and hour law violations, breach of any
15 express or implied contract, breach of any implied covenant, fraud, breach of
16 fiduciary duty, negligence, intentional or negligent misrepresentation, emotional
17 distress, interference with prospective economic advantage, interference with
18 contract, slander, invasion of privacy, any personal injury, promissory estoppel,
19 unjust enrichment, detrimental reliance, whistleblowing, failure to pay wages, and
20 tort, compensatory and/or punitive damages, claims for attorneys’ fees, any injunctive
21 relief, violation of any statute, or any other claims relating to their employment with
22 or termination of employment with Defendants; and (v) all claims made or which
23 could have been made before any administrative agency, including the California
24 Civil Rights Division, the California Department of Industrial Relations, the
25 California Division of Labor Standards Enforcement, the California Labor Workforce
26 Development Agency, the California Labor Commissioner, in the Superior Court of
27 the State of California for the County of San Diego, in any other Superior Court in
28 any county in California, in federal court, or in any other court of the land, against

Defendants and/or any of the Released Parties. Plaintiffs' Released Individual Claims shall not include the PAGA claims asserted in the *Epps and Haley* Action or the *Martinez* Action that are subject to this Agreement, or actions to enforce this Agreement, or claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

X. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

Y. "Released PAGA Claims" means the release from Plaintiffs, the Aggrieved Employees, and the State of California for all claims for civil penalties under PAGA that were actually alleged or that could have been alleged based on the facts, claims, or allegations in the Actions, the PAGA notices submitted by Plaintiffs to the LWDA (including any amendments thereto), and/or the Operative Complaint, including, but not limited to: (a) penalties pursuant to Labor Code sections 201-204, 206.5, 210, 226, 226.3, 226.7, 246-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2802, and 2804; (b) PAGA penalties for alleged violations of the applicable Industrial Wage Commission Wage Order(s); (c) claims for the attorneys' fees and costs incurred in the prosecution of the Actions on behalf of the Aggrieved Employees; (d) any other remedies under PAGA, penalties, or interest based in whole or in part on the facts, claims, or allegations in the Actions, the PAGA notices submitted by Plaintiffs to the LWDA (including any amendments thereto), and/or the Operative Complaint; and (e) all claims that Plaintiffs and/or any of the Aggrieved Employees may have against Defendants or any of the Released Parties relating to the payment, taxation, and/or allocation of attorneys' fees and costs to PAGA Counsel pursuant to this Agreement.

Z. "Released Parties" means Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, divisions, and joint ventures, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers,

1 assigns, and any individual or entity that could be jointly liable with Defendants.

2 AA. "Settlement" means the disposition of the Actions pursuant to this Agreement.

3 BB. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
4 Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
5 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
6 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
7 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
8 of Aggrieved Employees. The Settlement Administrator shall maintain the funds until
9 distribution in an account(s) segregated from the assets of Defendants and any person
10 related to Defendants. All accrued interest shall be paid and distributed to the
11 Aggrieved Employees as part of their respective Individual Settlement Payment.

12 CC. "Settlement Administration Costs" means the amount paid to the Settlement
13 Administrator from the Gross Settlement Amount for administering the Settlement
14 pursuant to this Agreement, currently estimated not to exceed Seven Thousand Nine
15 Hundred Ninety Dollars and Zero Cents (\$7,990.00).

16 **II. RECITALS**

17 A. On January 24, 2022, Plaintiff Epps and Plaintiff Haley filed a Notice of Violations
18 with the Labor and Workforce Development Agency ("LWDA") and served the same
19 on Defendants.

20 B. On April 12, 2022, Plaintiff Epps and Plaintiff Haley filed a Representative Action
21 Complaint alleging a single cause of action for PAGA violations.

22 C. On September 22, 2023, Plaintiff Martinez, Plaintiff Agustin, Plaintiff Naungayan-
23 Slaby, and Plaintiff Moua filed a Notice of Violations with the LWDA and served the
24 same on Defendants.

25 D. On December 7, 2023, Plaintiff Martinez, Plaintiff Agustin, Plaintiff Naungayan-
26 Slaby, and Plaintiff Moua filed a Representative Action Complaint alleging a single
27 cause of action for PAGA violations.

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- 1 E. On December 27, 2022, Defendants filed a Motion to Compel Arbitration in the *Epps*
2 *and Haley* Action.
- 3 F. On July 18, 2023, Plaintiff Epps filed an Arbitration Demand with the American
4 Arbitration Association.
- 5 G. On July 18, 2023, Plaintiff Haley filed an Arbitration Demand with the American
6 Arbitration Association.
- 7 H. On March 4, 2024, Plaintiff Epps and Plaintiff Haley filed an Amended Notice of
8 Violations with the LWDA to add an additional allegation under California Code of
9 Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) and served the
10 same on Defendants.
- 11 I. On November 4, 2024, the Parties attended a global mediation presided over by Gig
12 Kyriacou, Esq., an experienced mediator of wage and hour representative actions.
13 The mediation concluded with a settlement, which was subsequently memorialized in
14 the form of a Memorandum of Understanding.
- 15 J. On February 14, 2025, the Parties filed a Stipulation and [Proposed] Order for Leave
16 to File First Amended Representative Action Complaint. Within ten (10) days of the
17 Court granting leave to amend, Plaintiffs will file the Operative Complaint to
18 consolidate all PAGA claims pled in the *Martinez* Action into the *Epps and Haley*
19 Action.
- 20 K. Upon the Court's filing of the Operative Complaint, the Parties will file a joint motion
21 requesting to dismiss, without prejudice, the *Martinez* Action. The Parties agree that
22 although dismissal of the *Martinez* Action will be requested without prejudice, all
23 claims asserted in the *Martinez* Action will be released upon the Court's approval of
24 this Settlement and the fulfillment of its terms.
- 25 L. This Agreement replaces and supersedes the Memorandum of Understanding and any
26 other agreements, understandings, or representations between the Parties. This
27 Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended to or will be construed as an admission by

Defendants that the claims in the Actions have merit or that Defendants bear any liability to Plaintiffs or the Aggrieved Employees on the claims asserted in the Actions or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions have merit.

M. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was achieved through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Actions through trial and any appeal. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Actions fully, finally, and forever.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Actions, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount of Seven Hundred Sixty Thousand Dollars and Zero Cents (\$760,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants other than the Defendants' share of employer payroll taxes and as provided in Section III.A.4 below.

2. Pay Period Determinations. At the mediation of the Actions, Defendants represented that the Aggrieved Employees worked approximately 38,000 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period exceeds the estimated 38,000 Pay Periods by more than 10%, the Gross Settlement Amount will increase proportionally for the number of workweeks over 110% of 38,000 (41,800).

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- 1 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
2 into the QSF, through the Settlement Administrator on or before the Funding
3 Date.
- 4 4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side
5 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
6 together with the Gross Settlement Amount on the Funding Date.
- 7 5. Release by the Aggrieved Employees. Following the Court's approval of the
8 Settlement and upon Defendants' funding of the Gross Settlement Amount,
9 Defendants shall be entitled to a release from Plaintiffs, the Aggrieved
10 Employees, and the State of California from the Released PAGA Claims for
11 the PAGA Period.
- 12 B. No Right of Aggrieved Employees to Object or Opt Out of Settlement. The Parties
13 agree there is no statutory right for any Aggrieved Employees to object, opt out, or
14 otherwise exclude themselves from the Settlement. Except as otherwise stated, the
15 Parties will jointly and vigorously defend against any attempts by any Aggrieved
16 Employees or by any entity or agency to intervene in this matter or object to or opt out
17 of this Settlement. The Parties further agree there is no right or opportunity for any
18 Aggrieved Employee to appeal the approval of the Settlement by the Court. The
19 Parties will jointly and vigorously defend against any appeal filed with respect to the
20 Court's final order approving this Settlement.
- 21 C. Conditions Precedent. This Settlement will become final and effective only upon (1)
22 the Court entering judgment pursuant to either the Parties' Motion for Settlement
23 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendants fully
24 funding the Gross Settlement Amount.
- 25 D. Nullification of Settlement Agreement. If the Court does not approve this Settlement
26 Agreement, or if the Agreement fails to become effective, is reversed, withdrawn, or
27 modified by the Court, or if the Court in any way prevents or prohibits Defendants
28 from obtaining a complete resolution of the Released PAGA Claims, or if Defendants

fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and be of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Actions.

E. In the event that all other conditions of the Settlement are met, and all Court approvals are obtained, and Defendants fail to fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Aggrieved Employees and all Settlement Administration Costs incurred to the date of nullification.

F. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement, and the Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. The Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Aggrieved Employee Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Aggrieved Employee Payments.

G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,

her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

H. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing, and mailing payments to the Aggrieved Employees, PAGA Counsel, and the LWDA; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating and distributing tax forms for the Aggrieved Employee Payments; distributing the LWDA Payment to the LWDA; providing declaration(s) as necessary in support of approval of this Settlement; resolving any disputes related to PAGA Pay Period allocations; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

I. Funding and Allocation of the Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator on or before the Funding Date.

1. Calculation of Individual Payments to the Aggrieved Employees. Using the Aggrieved Employee Data, the Settlement Administrator shall add up the total number of Pay Periods for all Aggrieved Employees during the PAGA Period. The respective Pay Periods for each Aggrieved Employee will be divided by

1 the total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
2 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
3 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
4 Payment to calculate each Aggrieved Employee’s estimated share of the
5 Aggrieved Employee Payment.

6 2. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
7 Employee Payments shall be allocated and treated as 100% penalties and shall
8 be reported on IRS Forms 1099 to the Aggrieved Employees.

9 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
10 Payments made to Aggrieved Employees under this Settlement Agreement, as
11 well as any other payments made pursuant to this Settlement Agreement, will
12 not be utilized to calculate any additional benefits under any benefit plans to
13 which any Aggrieved Employees may be eligible, including, but not limited
14 to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
15 vacation plans, sick leave plans, PTO plans, and any other benefit plan.
16 Rather, it is the Parties’ intention that this Settlement Agreement will not
17 affect any rights, contributions, or amounts to which any Aggrieved
18 Employees may be entitled under any benefit plans.

19 4. Mailing. Aggrieved Employee Payments shall be mailed by regular First-
20 Class U.S. Mail to each Aggrieved Employee’s last known mailing address
21 no later than five (5) business days after the Funding Date together with the
22 Notice of PAGA Settlement.

23 5. Undeliverable Aggrieved Employee Payments. Any individual Aggrieved
24 Employee Payments returned to the Settlement Administrator as non-
25 delivered on or before the check cashing expiration deadline shall be re-mailed
26 to any forwarding address provided within seven (7) calendar days of
27 receiving the returned notice. If no forwarding address is provided, the
28 Settlement Administrator shall promptly attempt to determine a correct

1 address by lawful use of skip-tracing or other search using the name, last
2 known address, and/or Social Security number of the Aggrieved Employee
3 involved, and shall then perform a re-mailing if the Settlement Administrator
4 identifies another mailing address. In addition, if any Aggrieved Employee
5 Payment, which is addressed to any Aggrieved Employee who is currently
6 employed by Defendants, is returned to the Settlement Administrator as non-
7 delivered and no forwarding address is provided, the Settlement Administrator
8 shall notify Defendants. Defendants will request that the currently employed
9 Aggrieved Employee provide a corrected address and transmit to the
10 Settlement Administrator any corrected address provided by the Aggrieved
11 Employee. Aggrieved Employees who received a re-mailed Aggrieved
12 Employee Payment shall have their check expiration deadline extended fifteen
13 (15) calendar days from the original check expiration deadline.

14 6. Expiration. Any checks issued to Aggrieved Employees shall remain valid
15 and negotiable for one hundred eighty (180) days from the date of their
16 issuance. If an Aggrieved Employee does not cash his or her settlement check
17 within ninety (90) days, the Settlement Administrator will send a letter to the
18 Aggrieved Employee advising that the check will expire after the 180th day
19 and invite that Aggrieved Employee to request reissuance in the event the
20 check was destroyed, lost, or misplaced. In the event an Aggrieved
21 Employee's check has not been cashed within one hundred eighty (180) days,
22 all funds represented by such uncashed checks, plus any interest accrued
23 thereon, shall be paid to the Legal Aid Society of San Diego, a Cy Pres,
24 pursuant to California Code of Civil Procedure section 384.

25 7. PAGA Representative Service Awards. In addition to their individual shares
26 of the Aggrieved Employee Payment, Plaintiffs will apply to the Court for
27 awards of not more than Five Thousand Dollars and Zero Cents (\$5,000.00)
28 to each Plaintiff as the PAGA Representative Service Awards. Defendants

1 will not oppose the PAGA Representative Service Awards of not more than
2 Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff. The
3 Settlement Administrator shall pay the PAGA Representative Service
4 Awards, either in the amount stated herein if approved by the Court or some
5 other amount as approved by the Court, to Plaintiffs from the Gross Settlement
6 Amount no later than five (5) business days after the Funding Date. Any
7 portion of the requested PAGA Representative Service Awards that are not
8 awarded to Plaintiffs shall be part of the Net Settlement Amount and shall be
9 distributed to Aggrieved Employees as provided in this Agreement. The
10 Settlement Administrator shall issue IRS Forms 1099 — MISC to Plaintiffs
11 for their PAGA Representative Service Awards. Plaintiffs shall be solely and
12 legally responsible to pay any and all applicable taxes on their PAGA
13 Representative Service Awards and shall hold harmless the Released Parties
14 from any claim or liability for taxes, penalties, or interest arising as a result of
15 the PAGA Representative Service Awards. Approval of this Settlement shall
16 not be conditioned on Court approval of the requested amount of the PAGA
17 Representative Service Awards. If the Court reduces or does not approve the
18 requested PAGA Representative Service Awards, Plaintiffs shall not have the
19 right to revoke the Settlement, and it will remain binding.

- 20 8. PAGA Counsel Award. Defendants do not oppose a request by PAGA
21 Counsel for attorneys' fees not to exceed one-third (1/3) of the Gross
22 Settlement currently estimated to be Two Hundred Fifty-Three Thousand
23 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$253,333.33)
24 **and** costs and expenses supported by declaration not to exceed Thirty
25 Thousand Dollars and Zero Cents (\$30,000.00). Any awarded PAGA Counsel
26 Award shall be paid from the Gross Settlement Amount. Any portion of the
27 requested PAGA Counsel Award that is not awarded to PAGA Counsel shall
28 be part of the Net Settlement Amount and shall be distributed to the Aggrieved

1 Employees as provided in this Agreement. Defendants agree to not oppose
2 PAGA Counsel's reasonable attorneys' expenses in an amount as documented
3 in PAGA Counsel's billing statements to be paid from the Gross Settlement
4 Amount. The Settlement Administrator shall allocate and pay the PAGA
5 Counsel Award to PAGA Counsel from the Gross Settlement Amount no later
6 than five (5) business days after the Funding Date. PAGA Counsel shall be
7 solely and legally responsible to pay all applicable taxes on the payment made
8 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
9 Form 1099 — MISC to PAGA Counsel for the payments made pursuant to
10 this paragraph. In the event that the Court reduces or does not approve the
11 requested PAGA Counsel Award, Plaintiffs and PAGA Counsel shall not have
12 the right to revoke the Settlement, or to appeal such order, and the Settlement
13 will remain binding.

14 9. LWDA Payment. The Settlement Administrator shall transmit the LWDA
15 Payment to the LWDA as one lump sum payment, if by check, certified mail
16 return receipt requested to PAGA Counsel, within five (5) business days of
17 the Gross Settlement Amount being funded in full.

18 10. Settlement Administration Costs. The Settlement Administrator shall be paid
19 for the costs of administration of the Settlement from the Gross Settlement
20 Amount. The estimate of the Settlement Administration Costs is Seven
21 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$7,990.00). The
22 Settlement Administrator shall be paid the Settlement Administration
23 Expenses no later than five (5) business days after the Effective Date.

24 J. Approval Motion. PAGA Counsel and Plaintiffs shall use their best efforts to file with
25 the Court a Motion for Settlement Approval and [Proposed] Order Granting Approval
26 of PAGA Settlement within seventy-five (75) days following the execution of this
27 Agreement.

28 ///

- 1 K. Review of Motion for Settlement Approval. PAGA Counsel will provide an
2 opportunity for Defendants' counsel to review the Motion for Settlement Approval,
3 including the [Proposed] Order Granting Approval of PAGA Settlement and Judgment
4 three (3) business days before filing with the Court. The Parties and their counsel will
5 cooperate with each other and use their best efforts to effect the Court's approval of
6 the Motion for Approval of the Settlement and entry of Judgment.
- 7 L. Cooperation. The Parties and their counsel will cooperate with each other and use
8 their best efforts to implement the terms of this Settlement.
- 9 M. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
10 except such proceedings necessary to implement and complete the Settlement, pending
11 the Court's hearing on the Motion for Approval of the Settlement.
- 12 N. Amendment or Modification. This Agreement may be amended or modified only by
13 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 14 O. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate
16 this Agreement and to take all appropriate action required or permitted to be taken by
17 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The person signing this
19 Agreement on behalf of Defendants represents and warrants that they are authorized
20 to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that
21 they are authorized to sign this Agreement and that they have not assigned any claim,
22 or part of a claim, covered by this Settlement to a third-party.
- 23 P. No Public Comment. The Parties and their counsel agree that they will not issue any
24 press releases, initiate any contact with the press, respond to any press inquiry, or have
25 any communication with the press about the fact, amount, or terms of the Settlement
26 Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any
27 of its terms for any marketing or promotional purposes. Nothing herein will restrict
28 PAGA Counsel from including publicly available information regarding this

1 Settlement in future judicial submissions regarding PAGA Counsel's qualifications
2 and experience. This will not prevent PAGA Counsel from undertaking the requisite
3 submissions and disclosures to obtain approval of this Agreement. Further, PAGA
4 Counsel will not include, reference, or use the Settlement Agreement for any
5 marketing or promotional purposes, either before or after the Motion for Settlement
6 Approval is filed.

7 Q. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
8 to the benefit of, the successors or assigns of the Parties, as previously defined.

9 R. California Law Governs. All terms of this Agreement and the Exhibit, and any
10 disputes concerning this Agreement, shall be governed by and interpreted according
11 to the laws of the State of California.

12 S. Disputes. Any dispute between the Parties as to the remaining terms of this Agreement
13 shall be presented to the mediator, Gig Kyriacou, Esq., for resolution.

14 T. Counterparts. This Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same
16 instrument, provided that counsel for the Parties to this Agreement shall exchange
17 among themselves copies or originals of the signed counterparts.

18 U. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
19 is a fair, adequate, and reasonable settlement of the Actions and have arrived at this
20 Settlement after extensive arm's-length negotiations, taking into account all relevant
21 factors, present and potential.

22 V. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
23 664.6, the Parties agree that the Court shall retain jurisdiction with respect to the
24 interpretation, implementation, and enforcement of the terms of this Agreement and
25 all orders and judgments entered in connection therewith, and the Parties and their
26 counsel submit to the jurisdiction of the Court for purposes of interpreting,
27 implementing, and enforcing the Settlement and all orders and judgments entered in
28 connection with this Agreement.

- 1 W. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.
- 5 X. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
6 Released PAGA Claims have merit and give rise to liability on the part of Defendants.
7 Defendants have claimed and continue to claim that the Released PAGA Claims have
8 no merit and do not give rise to liability. This Agreement is a compromise of disputed
9 claims. Nothing contained in this Agreement and no documents referred to and no
10 action taken to carry out this Agreement may be construed or used as an admission by
11 or against Defendants, Plaintiffs, PAGA Counsel, or Defendants' counsel as to the
12 merits or lack thereof of the claims asserted. Other than as may be specifically set
13 forth herein, each Party shall be responsible for and shall bear its/his/her own
14 attorney's fees and costs.

15 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

16 DATED: Mar 27, 2025

jailene martinez

JAILENE MARTINEZ

18 DATED: Mar 27, 2025

Ry

RUBEN AGUSTIN

20 DATED: Mar 26, 2025

Ayden Naungayan-Slaby

AYDEN NAUNGAYAN-SLABY

22 DATED: Mar 26, 2025

Zoly moua

ZOLY MOUA

24 DATED: _____

MAKIYA EPPS

26 DATED: _____

TESSIE HALEY

1 W. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

5 X. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
6 Released PAGA Claims have merit and give rise to liability on the part of Defendants.
7 Defendants have claimed and continue to claim that the Released PAGA Claims have
8 no merit and do not give rise to liability. This Agreement is a compromise of disputed
9 claims. Nothing contained in this Agreement and no documents referred to and no
10 action taken to carry out this Agreement may be construed or used as an admission by
11 or against Defendants, Plaintiffs, PAGA Counsel, or Defendants' counsel as to the
12 merits or lack thereof of the claims asserted. Other than as may be specifically set
13 forth herein, each Party shall be responsible for and shall bear its/his/her own
14 attorney's fees and costs.

15 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

16 DATED: _____

17 _____
JAILENE MARTINEZ

18 DATED: _____

19 _____
RUBEN AGUSTIN

20 DATED: _____

21 _____
AYDEN NAUNGAYAN-SLABY

22 DATED: _____

23 _____
ZOLY MOUA

24 DATED: 04/15/2025 _____

25 _____

Makiya Epps (Apr 15, 2025 15:24 PDT)
MAKIYA EPPS

26 DATED: 03/21/2025 _____

27 _____

Tessie Haley (Mar 21, 2025 13:59 CDT)
TESSIE HALEY

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 03/28/2025

DocuSigned by:
Lorens Attisha
C7391D5066434C8...

DEFENDANTS SOAPY JOE'S GROUP, INC.,
BHCW, INC. dba SOAPY JOE'S CAR WASH, SOAPY JOE'S SAN MARCOS, INC., SOAPY
JOE'S BONITA, INC., SOAPY JOE'S ESCONDIDO, INC., SOAPY JOE'S SORRENTO
VALLEY, INC., SOAPY JOE'S IMPERIAL BEACH, INC., SOAPY JOE'S SAN YSIDRO, INC.,
SOAPY JOE'S LA MESA, INC., SWEETWATER CAR WASH, LLC, SOAPY JOE'S
OCEANSIDE, INC., SOAPY JOE'S RANCHO SAN DIEGO, 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 FALLBROOK, INC., SOAPY JOE'S HACIENDA DRIVE, INC.,
SOAPY JOE'S IMPERIAL BEACH, LLC, SOAPY JOE'S MAIN STREET, INC., SOAPY JOE'S
MIRAMAR INC., SOAPY JOE'S MISSION GORGE ROAD INC., SOAPY JOE'S MISSION
GORGE, INC., SOAPY JOE'S MISSION VALLEY, INC., SOAPY JOE'S OPCO HOLDINGS,
INC., SOAPY JOE'S PASEO DEL NORTE, INC., SOAPY JOE'S PH, INC., SOAPY JOE'S
SABRE SPRINGS, INC., SOAPY JOE'S SAN JACINTO INC., SOAPY JOE'S SAN YSIDRO,
LLC, SOAPY JOE'S SKYLINE, INC., SOAPY JOE'S SYB, INC., SOAPY JOE'S UNIVERSITY
AVENUE INC., SOAPY JOE'S WEST VISTA WAY, INC., SOAPY JOE'S INC., SOAPY JOE'S
IMPERIAL BEACH, INC., LORENS ATTISHA, and TALAL SHEENA

Lorens Attisha

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 26, 2025

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Aggrieved Employees

DATED: March 26, 2025

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiffs and the Aggrieved Employees

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DATED: Mar 26, 2025

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

By: Nicholas J. Ferraro

Attorneys for Plaintiffs and the Aggrieved Employees

DATED: March 29, 2025

LITTLER MENDELSON, P.C.

By: Skierig

Kim L. Carter
Stephanie A. Kierig
Attorneys for Defendants

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employees against Soapy Joe's Group, Inc., BHCW, Inc. dba Soapy Joe's Car Wash, Soapy Joe's San Marcos, Inc., Soapy Joe's Bonita, Inc., Soapy Joe's Escondido, Inc., Soapy Joe's Sorrento Valley, Inc., Soapy Joe's Imperial Beach, Inc., Soapy Joe's San Ysidro, Inc., Soapy Joe's La Mesa, Inc., Sweetwater Car Wash, LLC, Soapy Joe's Oceanside, Inc., Soapy Joe's Rancho San Diego, 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 Fallbrook, Inc., Soapy Joe's Hacienda Drive, Inc., Soapy Joe's Imperial Beach, LLC, Soapy Joe's Main Street, Inc., Soapy Joe's Miramar, Inc., Soapy Joe's Mission Gorge Road, Inc., Soapy Joe's Mission Gorge, Inc., Soapy Joe's Mission Valley, Inc., Soapy Joe's OPCO Holdings, Inc., Soapy Joe's Paseo Del Norte, Inc., Soapy Joe's PH, Inc., Soapy Joe's Sabre Springs, Inc., Soapy Joe's San Jacinto, Inc., Soapy Joe's San Ysidro, LLC, Soapy Joe's Skyline, Inc., Soapy Joe's SYB, Inc., Soapy Joe's University Avenue, Inc., Soapy Joe's West Vista Way, Inc., Soapy Joe's, Inc., Soapy Joe's Imperial Beach, Inc., Lorens Attisha, and Talal Sheena ("Defendants") for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA"). Plaintiffs Jailene Martinez, Ruben Agustin, Ayden Naungayan-Slaby, Zoly Moua, Makiya Epps, and Tessie Haley ("Plaintiffs") claimed that they, and other employees, were not provided legally compliant meal and rest periods, not paid for all time worked, including minimum, regular, and overtime wages, not properly paid overtime, sick pay, and premium wages at the correct regular rate of pay, not reimbursed for business expenses, not paid sick time, not provided with accurate wage statements, not timely paid final wages, and that Defendants did not maintain accurate payroll records.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiffs have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former non-exempt employees who worked for Defendants in California between February 10, 2021, and December 31, 2024 ("Aggrieved Employees").

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the Stipulation of Settlement of PAGA Action and Release of Claims, for which the Court issued an Order and Judgment in San Diego County Superior Court Case No. 37-2022-00013622-CU-OE-CTL. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms no later than [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your current address.

If you have any questions about your award, please contact the Settlement Administrator, Apex Class Action, LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618.