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Attorneys for Plaintiffs MAKIYA EPPS and TESSIE HALEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DEIGO

MAKIYA EPPS, an individual, TESSIE HALEY, an individual, on behalf of themselves, and on behalf 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.; LORENS ATTHISHA, and individual, TALAL SHEENA, an individual, and DOES 1 through 50, Inclusive;

Defendants.

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

~~PROPOSED~~ ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

Hearing Date: April 18, 2025
Hearing Time: 10:15 a.m.

Judge: Wendy M. Behan
Dept.: C-66

~~RECEIVED~~
March 26, 2025

F I L E D
San Diego Superior Court
APR 18 2025
Clerk of the Superior Court
By: B. Orihuela, Deputy

1 Plaintiffs Makiya Epps (“Plaintiff Epps”), Tessie Haley (“Plaintiff Haley”), Jailene
2 Martinez (“Plaintiff Martinez”), Ruben Agustin (“Plaintiff Agustin”), Ayden Naungayan-Slaby
3 (“Plaintiff Naungayan-Slaby”), and Zoly Moua (“Plaintiff Moua”) (collectively, “Plaintiffs”) with
4 Defendants Soapy Joe’s Group, Inc., BHCW, Inc. dba Soapy Joe’s Car Wash, Soapy Joe’s San
5 Marcos, Inc., Soapy Joe’s Bonita, Inc., Soapy Joe’s Escondido, Inc., Soapy Joe’s Sorrento Valley,
6 Inc., Soapy Joe’s Imperial Beach, Inc., Soapy Joe’s San Ysidro, Inc., Soapy Joe’s La Mesa, Inc.,
7 Sweetwater Car Wash, LLC, Soapy Joe’s Oceanside, Inc., Soapy Joe’s Rancho San Diego, Inc.,
8 Soapy Joe’s Convoy, Inc., Soapy Joe’s Cuyamaca Street, Inc., Soapy Joe’s EC1, Inc., Soapy Joe’s
9 ECB, Inc., Soapy Joe’s Fallbrook, Inc., Soapy Joe’s Hacienda Drive, Inc., Soapy Joe’s Imperial
10 Beach, LLC, Soapy Joe’s Main Street, Inc., Soapy Joe’s Miramar, Inc., Soapy Joe’s Mission Gorge
11 Road, Inc., Soapy Joe’s Mission Gorge, Inc., Soapy Joe’s Mission Valley, Inc., Soapy Joe’s OPCO
12 Holdings, Inc., Soapy Joe’s Paseo Del Norte, Inc., Soapy Joe’s PH, Inc., Soapy Joe’s Sabre Springs,
13 Inc., Soapy Joe’s San Jacinto, Inc., Soapy Joe’s San Ysidro, LLC, Soapy Joe’s Skyline, Inc., Soapy
14 Joe’s SYB, Inc., Soapy Joe’s University Avenue, Inc., Soapy Joe’s West Vista Way, Inc., Soapy
15 Joe’s, Inc., Soapy Joe’s Imperial Beach, Inc., Lorens Attisha, and Talal Sheena (“Defendants”)
16 moved for approval of the proposed settlement of Plaintiffs’ claims for civil penalties under the
17 California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor
18 Code section 2699(l). Plaintiffs seek approval of the settlement, including the Gross Settlement
19 Amount of \$760,000.00. The Stipulation of Settlement of PAGA Action and Release of PAGA
20 Claims (the “Agreement”) provides that from the Gross Settlement Amount, there shall be a
21 deduction of PAGA Counsel Award consisting of attorneys’ fees not to exceed one-third (1/3) of
22 the Gross Settlement Amount, which is \$253,333.33 and costs and expenses not to exceed \$30,000,
23 PAGA Representative Service Awards of not more than \$5,000.00 to each Plaintiff, and payment of
24 Settlement Administration Costs in an amount not to exceed \$7,990.00. The Labor Workforce
25 Development Agency (“LWDA”) was provided with notice of the settlement and the motion via its
26 online filing portal and no objection has been received to the settlement or the motion.

27 Following the Court’s approval of the Settlement and upon Defendants’ funding of the
28 Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiffs,

1 the LWDA and the State of California release the Released Parties from the Released PAGA Claims
2 for the PAGA Period. The Released Parties are defined as Defendants and any of their past, present,
3 and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, divisions, and
4 joint ventures, as well as each of their past, present, and future officers, directors, employees,
5 partners, members, shareholders, agents, attorneys, insurers, reinsurers, assigns, and any individual
6 or entity that could be jointly liable with Defendants. The Released PAGA Claims include all claims
7 for civil penalties under PAGA that were actually alleged or that could have been alleged based on
8 the facts, claims, or allegations in the Actions, the PAGA notices submitted by Plaintiffs to the
9 LWDA (including any amendments thereto), and/or the Operative Complaint, including, but not
10 limited to: (a) penalties pursuant to Labor Code sections 201-204, 206.5, 210, 226, 226.3, 226.7,
11 246-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et
12 seq., 2802, and 2804; (b) PAGA penalties for alleged violations of the applicable Industrial Wage
13 Commission Wage Order(s); (c) claims for the attorneys' fees and costs incurred in the prosecution
14 of the Actions on behalf of the Aggrieved Employees; (d) any other remedies under PAGA,
15 penalties, or interest based in whole or in part on the facts, claims, or allegations in the Actions, the
16 PAGA notices submitted by Plaintiffs to the LWDA (including any amendments thereto), and/or
17 the Operative Complaint; and (e) all claims that Plaintiffs and/or any of the Aggrieved Employees
18 may have against Defendants or any of the Released Parties relating to the payment, taxation, and/or
19 allocation of attorneys' fees and costs to PAGA Counsel pursuant to this Agreement. The PAGA
20 Period is the period between February 10, 2021, through December 31, 2024.

21 Good cause appearing based on the reasons set forth in the motion for approval, the Court
22 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
23 \$253,333.33 shall be paid to PAGA Counsel for payment of attorneys' fees; (2) \$23,987.12 shall
24 be paid to PAGA Counsel for reimbursement of actually incurred litigation expenses; (3) \$5,000
25 shall be paid to each Plaintiff for payment of the PAGA Representative Service Awards; and (4)
26 \$7,990.00, shall be paid to the Settlement Administrator for the cost of administration of the
27 settlement. After these deductions, the amount remaining is the Net Settlement Amount in an of
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1 \$444,689.55, which shall be allocated and paid out as set forth in the Agreement and in accordance
2 with Labor Code section 2699(i).

3 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
4 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
5 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
6 the distribution of settlement benefits.

7
8 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: 4/18/25

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13 HON. WENDY M. BEHAN
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