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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

MARIO BARRERA and FRANCISCO
VARGUEZ, as aggrieved employees
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiffs,

vs.

APPLE AMERICAN GROUP LLC, a
Delaware limited liability company; APPLE
AMERICAN GROUP II LLC, a Delaware
limited liability company; APPLE MID
CAL LLC, a Delaware limited liability
company; APPLE MID CAL II LLC, a
Delaware limited liability company; APPLE
NORCAL LLC, a Delaware limited liability
company; APPLE SOCAL LLC, a Delaware
limited liability company; APPLE SOCAL
II LLC, a Delaware limited liability
company; FLYNN RESTAURANT GROUP
LP, a Delaware limited partnership; FLYNN
RESTAURANT GROUP LLC, a
Washington limited liability company;
WINECOUNTRY APPLE, LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

FILED

DEC 31 2020

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: V. Johanson, Deputy

Case No.: C12003539

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiffs Mario Barrera and Francisco Varguez, as aggrieved employees and on behalf
2 of the State of California and all other aggrieved employees, allege as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiffs, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notices to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 26, 2020, until judgment (“non-party Aggrieved
14 Employees”). Plaintiffs’ share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiffs’ share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants employ persons in this
3 county, and employed Plaintiffs in this county, and thus a substantial portion of the
4 transactions and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff MARIO BARRERA is a resident of Novato, in Marin County,
11 California. Defendants employed Plaintiff Barrera as an hourly paid, non-exempt employee
12 from approximately October 2001 to March 2020. Plaintiff worked for Defendants as a
13 Kitchen Manager at their Applebee’s restaurant located at 5800 Northgate Mall in San Rafael,
14 California. During his employment, Plaintiff typically worked six (6) to eight (8) hours or
15 more per day, five (5) days per week, typically from 8:00 a.m. to 4:30 p.m. At the time
16 Plaintiff Barrera’s employment with Defendants ended, he earned approximately \$18.00 per
17 hour. His job duties included, without limitation, preparing and cooking food, stocking food
18 inventory, creating a daily “prep list,” and cleaning the kitchen.

19 7. Plaintiff FRANCISCO VARGUEZ is a resident of San Rafael, in Marin
20 County, California. Defendants employed Plaintiff Varguez as an hourly paid, non-exempt
21 employee from approximately September 2008 to March 2020. Plaintiff Varguez worked for
22 Defendants as a Cook at their Applebee’s restaurant located at 5800 Northgate Mall in San
23 Rafael, California. During his employment, Plaintiff Varguez typically worked six (6) to
24 eight (8) hours or more per day, five (5) days per week. At the time Plaintiff Varguez’s
25 employment with Defendants ended, he earned approximately \$17.00-\$18.00 per hour. His
26 job duties included, without limitation, preparing/cooking food and cleaning the kitchen.

27 8. On information and belief, Defendants required some employees, including
28 Plaintiffs, to execute a dispute resolution policy and/or arbitration agreement at the time of

1 their hire or during their employment. On further information and belief, Defendants' dispute
2 resolution policy and/or arbitration agreement was and is both procedurally and substantively
3 unconscionable. Specifically, Defendants presented new hires with an "Receipt of Dispute
4 Resolution Program [Booklet] and Agreement to Abide by Dispute Resolution Program"
5 ("Arbitration Agreement") during the onboarding process, which had to be reviewed and
6 signed immediately. In fact, upon information and belief, the Arbitration Agreement was one
7 of several documents presented to new employees for signature during the orientation process.
8 Also, employees did not have a meaningful opportunity to negotiate the terms of the
9 Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on
10 a take-it or leave-it basis at the time they were hired, along with other on-boarding documents.
11 Furthermore, Defendants did not set forth in the agreement or otherwise provide employees
12 with the rules which will govern the arbitration, instead forcing employees to seek this
13 information out on their own.

14 9. APPLE AMERICAN GROUP LLC was and is, upon information and belief, a
15 Delaware limited liability company, and at all times hereinafter mentioned, an employer
16 whose employees are engaged throughout this county, the State of California, or the various
17 states of the United States of America.

18 10. APPLE AMERICAN GROUP II LLC was and is, upon information and belief,
19 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
20 whose employees are engaged throughout this county, the State of California, or the various
21 states of the United States of America.

22 11. APPLE MID CAL LLC was and is, upon information and belief, a Delaware
23 limited liability company, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county, the State of California, or the various states of
25 the United States of America.

26 12. APPLE MID CAL II LLC was and is, upon information and belief, a Delaware
27 limited liability company, and at all times hereinafter mentioned, an employer whose
28 employees are engaged throughout this county, the State of California, or the various states of

1 the United States of America.

2 13. APPLE NORCAL LLC was and is, upon information and belief, a Delaware
3 limited liability company, and at all times hereinafter mentioned, an employer whose
4 employees are engaged throughout this county, the State of California, or the various states of
5 the United States of America.

6 14. APPLE SOCAL LLC was and is, upon information and belief, a Delaware
7 limited liability company, and at all times hereinafter mentioned, an employer whose
8 employees are engaged throughout this county, the State of California, or the various states of
9 the United States of America.

10 15. APPLE SOCAL II LLC was and is, upon information and belief, a Delaware
11 limited liability company, and at all times hereinafter mentioned, an employer whose
12 employees are engaged throughout this county, the State of California, or the various states of
13 the United States of America.

14 16. FLYNN RESTAURANT GROUP LLC was and is, upon information and
15 belief, a Washington limited liability company, and at all times hereinafter mentioned, an
16 employer whose employees are engaged throughout this county, the State of California, or the
17 various states of the United States of America.

18 17. FLYNN RESTAURANT GROUP LP was and is, upon information and belief,
19 a Delaware limited partnership, and at all times hereinafter mentioned, an employer whose
20 employees are engaged throughout this county, the State of California, or the various states of
21 the United States of America.

22 18. WINECOUNTRY APPLE LLC was and is, upon information and belief, a
23 California limited liability company, and at all times hereinafter mentioned, an employer
24 whose employees are engaged throughout this county, the State of California, or the various
25 states of the United States of America.

26 19. Plaintiffs are unaware of the true names or capacities of the Defendants sued
27 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
28 amend the complaint and serve such fictitiously named Defendants once their names and

1 capacities become known.

2 20. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
3 were the partners, agents, owners, or managers of APPLE AMERICAN GROUP LLC;
4 APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC;
5 APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN
6 RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and/or
7 WINECOUNTRY APPLE, LLC at all relevant times.

8 21. Plaintiffs are informed and believe, and thereon allege, that each and all of the
9 acts and omissions alleged herein was performed by, or is attributable to, APPLE
10 AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC;
11 APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II
12 LLC; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC;
13 WINECOUNTRY APPLE, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or
14 “AAG”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
15 concert with, each of the other co-Defendants and was acting within the course and scope of
16 such agency, employment, joint venture, or concerted activity with legal authority to act on
17 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
18 the official policy of Defendants.

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

23 23. Plaintiffs are informed and believe, and thereon allege, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 24. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiffs and other non-party

1 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiffs and other
2 non-party Aggrieved Employees, supervised and controlled their work schedule and/or
3 conditions of employment, determined their rate of pay, and maintained their employment
4 records. Defendants suffered or permitted Plaintiffs and other non-party Aggrieved
5 Employees to work and/or “engaged” Plaintiffs and other non-party Aggrieved Employees so
6 as to create a common-law employment relationship. As joint employers of Plaintiffs and
7 other non-party Aggrieved Employees, Defendants are jointly and severally liable for the civil
8 penalties available to Plaintiffs and other non-party Aggrieved Employees under the law.

9 25. Plaintiffs are informed and believe, and thereon allege, that at all relevant
10 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs
11 and other non-party Aggrieved Employees because Defendants have:

- 12 (a) jointly exercised meaningful control over the work performed by
13 Plaintiffs and other non-party Aggrieved Employees;
- 14 (b) jointly exercised meaningful control over Plaintiffs’ and other non-party
15 Aggrieved Employees’ wages, hours, and working conditions, including
16 the quantity, quality standards, speed, scheduling, and operative details
17 of the tasks performed by Plaintiffs and other non-party Aggrieved
18 Employees;
- 19 (c) jointly required that Plaintiffs and other non-party Aggrieved
20 Employees perform work which is an integral part of Defendants’
21 businesses; and
- 22 (d) jointly exercised control over Plaintiffs and other non-party Aggrieved
23 Employees as a matter of economic reality in that Plaintiffs and other
24 non-party Aggrieved Employees were dependent on Defendants, who
25 shared the power to set the wages of Plaintiffs and other non-party
26 Aggrieved Employees and determined their working conditions, and
27 who jointly reaped the benefits from the underpayment of their wages
28 and noncompliance with other statutory provisions governing their

1 employment.

2 26. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
3 there has existed a unity of interest and ownership between Defendants such that any
4 individuality and separateness between the entities has ceased.

5 27. APPLE AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC;
6 APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL
7 LLC; APPLE SOCAL II LLC; FLYNN RESTAURANT GROUP LP; FLYNN
8 RESTAURANT GROUP LLC; WINECOUNTRY APPLE, LLC; and DOES 1 through 10 are
9 therefore alter egos of each other.

10 28. Adherence to the fiction of the separate existence of Defendants would permit
11 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
12 from liability for the wrongful acts committed by them under the name AAG.

13 29. Plaintiffs further allege, upon information and belief, that Defendants APPLE
14 AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC;
15 APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II
16 LLC; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and
17 WINECOUNTRY APPLE, LLC are alter egos of each other for the following reasons:

- 18 (a) FLYNN RESTAURANT GROUP LP and FLYNN RESTAURANT
19 GROUP LLC's website (<https://www.flynnrestaurantgroup.com/>)
20 indicates they are the parent company of APPLE MID CAL LLC;
21 APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL
22 LLC; APPLE SOCAL II LLC; and/or WINECOUNTRY APPLE, LLC;
- 23 (b) On the California Secretary of State's website
24 (<https://businesssearch.sos.ca.gov/>), APPLE MID CAL LLC; APPLE
25 MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC;
26 APPLE SOCAL II LLC; and WINECOUNTRY APPLE, LLC have the
27 same entity mailing address (6200 OAK TREE BLVD., SUITE 250,
28 INDEPENDENCE, OH 44131) and/or entity address (225 BUSH

1 STREET, SUITE 1800, SAN FRANCISCO, CA 94104);

2 (c) According to their most recent “Statement of Information” forms filed
3 with the California Secretary of State, APPLE MID CAL LLC; APPLE
4 MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC;
5 APPLE SOCAL II LLC; and WINECOUNTRY APPLE, LLC share the
6 chief executive officer, Gregory G. Flynn;

7 (d) On information and belief, APPLE MID CAL LLC; APPLE MID CAL
8 II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE
9 SOCAL II LLC; and WINECOUNTRY APPLE, LLC share the same
10 agent for service of process, CORPORATION SERVICE COMPANY
11 WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC -
12 LAWYERS INCORPORATING SERVICE; and

13 (e) On information and belief, APPLE AMERICAN GROUP LLC; APPLE
14 AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID
15 CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE
16 SOCAL II LLC; FLYNN RESTAURANT GROUP LP; FLYNN
17 RESTAURANT GROUP LLC; WINECOUNTRY APPLE, LLC utilize
18 the same standardized employment forms and issue the same
19 employment policies.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 30. Defendants are one of the largest Applebee’s franchisees in the United States.
22 Defendants operate 460 Applebee’s restaurants in 26 states (including at least 80 locations in
23 California) and employ nearly 26,200 people nationwide. Upon information and belief,
24 Defendants maintain a single, centralized Human Resources (“HR”) department at their
25 corporate headquarters in Independence, Ohio or San Francisco, California, which is
26 responsible for the recruiting and hiring of new employees, and communicating and
27 implementing Defendants’ company-wide policies, including timekeeping policies and meal
28 and rest period policies, to employees throughout California.

1 31. In particular, Plaintiffs and other non-party Aggrieved Employees, on
2 information and belief, received the same standardized documents and/or written policies.
3 Upon information and belief, the usage of standardized documents and/or written policies,
4 including new-hire documents, indicate that Defendants dictated policies at the corporate level
5 and implemented them company-wide, regardless of their employees' assigned locations or
6 positions. Upon information and belief, Defendants set forth uniform policies and procedures
7 in several documents provided at an employee's time of hire.

8 32. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their corporate headquarters in Independence, Ohio or San Francisco,
10 California, which processes payroll for all non-exempt, hourly paid employees working for
11 Defendants at their various locations and jobsites in California, including Plaintiffs and other
12 non-party Aggrieved Employees. Based upon information and belief, Defendants issue the
13 same formatted wage statements to all non-exempt, hourly paid employees in California,
14 irrespective of their work locations. Upon information and belief, Defendants process payroll
15 for departing employees in the same manner throughout the State of California, regardless of
16 the manner in which each employee's employment ends.

17 33. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 34. Plaintiffs are informed and believe, and thereon allege, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
21 and advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 35. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other
24 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
25 were not recorded.

26 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
28 receive certain wages for overtime compensation and that they were not receiving certain

1 wages for overtime compensation.

2 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiff Barrera and other non-party Aggrieved Employees were
4 entitled to be paid at a regular rate of pay, and corresponding overtime rates of pay, that
5 included as eligible income all income derived from incentive pay, nondiscretionary bonuses,
6 and/or other forms of compensation.

7 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
8 or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled
9 to receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for work that was required to be done off-the-clock. In violation of the
11 California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not paid at
12 least minimum wages for work done off-the-clock.

13 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
15 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
16 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
17 (30) minute meal periods and that Plaintiffs and other non-party Aggrieved Employees were
18 not provided with all meal periods or payment of one (1) additional hour of pay at their
19 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
20 period.

21 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
23 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
24 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
25 and permitted to take a compliant rest period. In violation of the California Labor Code,
26 Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted to take
27 compliant rest periods, nor did Defendants provide Plaintiffs and other non-party Aggrieved
28 Employees with payment of one (1) additional hour of pay at their regular rates of pay when

1 they were not authorized and permitted to take a compliant rest period.

2 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
4 receive complete and accurate wage statements in accordance with California law. In
5 violation of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees
6 were not provided complete and accurate wage statements.

7 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that they had a duty to maintain accurate and complete payroll records in
9 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
10 and intentionally failed to do so.

11 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
13 timely payment of all wages earned upon termination of employment. In violation of the
14 California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive
15 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
16 and/or meal and rest period premiums, within permissible time periods.

17 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
19 timely payment of wages during their employment. In violation of the California Labor Code,
20 Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages,
21 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
22 premiums, within permissible time periods.

23 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and/or other non-party Aggrieved Employees were entitled
25 to suitable seating and/or were entitled to sit when it did not interfere with the performance of
26 their duties and also have seats nearby to use during a lull in tasks that do require moving
27 about or standing.

28 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

1 should have known that other non-party Aggrieved Employees were entitled to receive
2 reimbursement for all business-related expenses and costs they incurred during the course and
3 scope of their employment and that they did not receive reimbursement of applicable
4 business-related expenses and costs incurred.

5 47. Plaintiffs are informed and believe, and thereon allege, that at all times herein
6 mentioned, Defendants knew or should have known that they had a duty to compensate
7 Plaintiffs and other non-party Aggrieved Employees for all hours worked, and that Defendants
8 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
9 failed to do so, and falsely represented to Plaintiffs and other non-party Aggrieved Employees
10 that they were properly denied wages, all in order to increase Defendants' profits.

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

17 49. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
18 person who was employed by the alleged violator and against whom one or more of the
19 alleged violations was committed."

20 50. Plaintiffs and other current and former employees of Defendants are "aggrieved
21 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
22 or former employees and one or more of the alleged violations were committed against them.

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

- 26 (a) The aggrieved employee shall give written notice by online filing
27 (hereinafter "Employee's Notice") to the LWDA and by certified mail
28 to the employer of the specific provisions of the California Labor Code

1 alleged to have been violated, including the facts and theories to support
2 the alleged violations.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(a) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
7 employer and the aggrieved employee by certified mail that it does not
8 intend to investigate the alleged violation within sixty (60) calendar
9 days of the postmark date of the Employee's Notice. Upon receipt of
10 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
11 five (65) calendar days of the postmark date of the Employee's Notice,
12 the aggrieved employee may commence a civil action pursuant to
13 California Labor Code section 2699 to recover civil penalties in addition
14 to any other penalties to which the employee may be entitled.

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

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

24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(c) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).

27 (c) The employer may cure the alleged violation within thirty-three (33)
28 calendar days of the postmark date of the notice. The employer shall

1 give written notice by certified mail within that period of time to the
2 aggrieved employee or representative and the agency if the alleged
3 violation is cured, including a description of actions taken, and no civil
4 action pursuant to Section 2699 may commence. If the alleged violation
5 is not cured within the 33-day period, the employee may commence a
6 civil action pursuant to Section 2699.

7 53. On October 26, 2020, Plaintiff Barrera provided written notice by online filing
8 to the LWDA and by certified mail to Defendants of the specific provisions of the California
9 Labor Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff Barrera's
11 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
12 The LWDA PAGA Administrator has confirmed receipt of Plaintiff Barrera's written notice
13 and assigned Plaintiff Barrera PAGA Case Number LWDA-CM-810672-20. A true and
14 correct copy of Plaintiff Barrera's written notice to the LWDA and Defendants dated October
15 26, 2020, is attached hereto as "Exhibit 1."

16 54. On October 26, 2020, Plaintiff Varguez provided written notice by online filing
17 to the LWDA and by certified mail to Defendants of the specific provisions of the California
18 Labor Code alleged to have been violated, including facts and theories to support the alleged
19 violations, in accordance with California Labor Code section 2699.3. Plaintiff Varguez's
20 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
21 The LWDA PAGA Administrator has confirmed receipt of Plaintiff Varguez's written notice
22 and assigned Plaintiff Varguez PAGA Case Number LWDA-CM-810674-20. A true and
23 correct copy of Plaintiff Varguez's written notice to the LWDA and Defendants dated October
24 26, 2020, is attached hereto as "Exhibit 2."

25 55. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
26 sent the initial LWDA Notices described above, and the LWDA has not responded that it
27 intends to investigate Plaintiffs' claims, and Defendants have not cured the violations.

28 56. Thus, Plaintiffs have satisfied the administrative prerequisites under California

1 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
2 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
3 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

4 57. Labor Code section 558(a) provides “[a]ny employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial Welfare
7 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
8 dollars (\$50) for each underpaid employee for each pay period for which the employee was
9 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
11 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
12 to any other civil or criminal penalty provided by law.” Plaintiffs, acting in the public interest
13 as private attorneys general, seek assessment and collection of civil penalties under Labor
14 Code section 558 for themselves, all other non-party Aggrieved Employees, and the State of
15 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
16 and the applicable IWC wage order. Plaintiffs, acting in the public interest as private
17 attorneys general, do not seek the recovery of unpaid wages under Labor Code section 558
18 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
19 applicable IWC wage order.

20 58. Defendants, at all times relevant to this complaint, were employers or persons
21 acting on behalf of an employer(s) who violated Plaintiffs’ and other non-party Aggrieved
22 Employees’ rights by violating various sections of the California Labor Code as set forth
23 above.

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

27 60. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
28 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as

1 private attorneys general, seek assessment and collection of civil penalties for themselves, all
2 other non-party Aggrieved Employees, and the State of California against Defendants for
3 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
4 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

5 **FIRST CAUSE OF ACTION**

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

7 **(Against all Defendants)**

8 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 62. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover
11 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
12 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
13 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
14 permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of
15 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

16 63. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
19 wage order for Defendants’ failure to compensate Plaintiffs and other
20 non-party Aggrieved Employees with all required overtime pay and
21 failure to properly calculate the overtime rates paid to Plaintiff Barrera
22 and other non-party Aggrieved Employees, as set forth below;
- 23 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
24 applicable IWC wage order for Defendants’ failure to compensate
25 Plaintiffs and other non-party Aggrieved Employees with at least
26 minimum wages for all hours worked as set forth below;
- 27 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
28 applicable IWC wage order for Defendants’ failure to provide Plaintiffs

1 and other non-party Aggrieved Employees with meal periods, as set
2 forth below;

3 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
4 IWC wage order for Defendants' failure to authorize and permit
5 Plaintiffs and other non-party Aggrieved Employees to take rest periods,
6 as set forth below;

7 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
8 wage order for failure to provide accurate and complete wage statements
9 to Plaintiffs and other non-party Aggrieved Employees, as set forth
10 below;

11 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
12 IWC wage order for failure to maintain payroll records as set forth
13 below;

14 (g) Violation of Labor Code section 204 for failure to pay all earned wages
15 during employment as set forth below;

16 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
17 earned wages upon termination as set forth below;

18 (i) Violation of Labor Code section 1198 for failing to provide suitable
19 seating to Plaintiffs and/or other non-party Aggrieved Employees, as set
20 forth below; and

21 (j) Violation of Labor Code section 2802 for failure to reimburse other
22 non-party Aggrieved Employees for all business expenses necessarily
23 incurred, as set forth below.

24 **FAILURE TO PAY OVERTIME**

25 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

26 64. Labor Code section 1198 makes it illegal to employ an employee under
27 conditions of labor that are prohibited by the applicable wage order. California Labor Code
28 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall

1 be the . . . standard conditions of labor for employees. The employment of any employee . . .
2 under conditions of labor prohibited by the order is unlawful.”

3 65. California Labor Code section 1198 and the applicable IWC Wage Order
4 provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
6 number of hours worked by the person on a daily or weekly basis.

7 66. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiffs and other non-party Aggrieved Employees working more than
9 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
10 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
11 hours in a workweek.

12 67. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiffs and other non-party Aggrieved Employees working more than
14 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate
15 of pay. An employee’s regular rate of pay includes all remuneration for employment paid to,
16 or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

17 68. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
20 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
21 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
22 in a day on the seventh (7th) day of work.

23 69. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiffs and other non-party Aggrieved Employees. During the relevant time
25 period, Plaintiffs and other non-party Aggrieved Employees were not paid overtime premiums
26 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
27 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
28 not recorded.

1 70. First, during the relevant period, Defendants had, and continue to have, a
2 company-wide policy of discouraging and impeding Plaintiff Varguez and other non-party
3 Aggrieved Employees from recording hours worked that were outside of their scheduled
4 shifts. Plaintiff Varguez and other non-party Aggrieved Employees were forced to work off-
5 the-clock performing tasks outside of their scheduled shift times, but were not provided a
6 means by Defendants to account for this time. For example, Plaintiff Varguez and other non-
7 party Aggrieved Employees were asked by visiting management to assist with closing duties
8 after they had clocked out and were unable to clock back in. Additionally, it was not possible
9 for other non-party Aggrieved Employees to complete these tasks on the clock because, on
10 information and belief, Defendants' timekeeping system would not permit other non-party
11 Aggrieved Employees to clock in any earlier than five (5) minutes before their scheduled shift
12 start times, so they would work off-the-clock to start or complete these duties. At all times,
13 Plaintiff Varguez and other non-party Aggrieved Employees remained under the control of
14 Defendants. This off-the-clock work could have been recorded by Defendants, but they
15 refused to do so to avoid payment of additional wages to Plaintiff Varguez and other non-
16 party Aggrieved Employees.

17 71. Second, on information and belief, Defendants had, and continue to have, a
18 company-wide policy strictly staffing their restaurant locations based on the labor hours
19 allocated by each restaurant's labor or payroll budget, which has resulted in, and continues to
20 result in, chronic understaffing and a lack of adequate meal period coverage, because there
21 were too few employees on duty to handle the workload and attend to customers. Moreover,
22 Defendants had a practice of failing to schedule or provide meal periods at all, which further
23 caused Plaintiffs and other non-party Aggrieved Employees to not be relieved of their duties
24 for compliant meal periods. As a result of this inadequate meal period coverage, Plaintiffs
25 and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute
26 meal periods during shifts when they were entitled to receive a meal period. For example,
27 Plaintiffs and other non-party Aggrieved Employees were not scheduled for meal periods and
28 frequently worked through them because there were not enough employees on duty to meet

1 customer demands. Consequently, Plaintiffs and other non-party Aggrieved Employees
2 performed work during meal periods for which they were not paid.

3 72. Defendants knew or should have known that as a result of these company-wide
4 practices and/or policies, Plaintiffs and other non-party Aggrieved Employees were working
5 before and after their shifts and/or during their meal periods, and were suffered or permitted to
6 perform work for which they were not paid.

7 73. Because Plaintiffs and other non-party Aggrieved Employees sometimes
8 worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this
9 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiffs and other non-
10 party Aggrieved Employees were not paid overtime wages for all of the overtime hours they
11 actually worked.

12 74. Furthermore, Defendants did not pay Plaintiff Barrera and other non-party
13 Aggrieved Employees the correct overtime rate for the recorded overtime hours that they
14 generated. In addition to an hourly wage, Defendants paid Plaintiff Barrera and other non-
15 party Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other forms of
16 remuneration. For example, Plaintiff Barrera and other non-party Aggrieved Employees
17 earned incentive pay and/or nondiscretionary bonuses appearing on their wage statements as
18 “Bonus Other – Reg.” However, in violation of the California Labor Code, Defendants failed
19 to incorporate all compensation, including but not limited to, all incentive pay,
20 nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
21 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
22 times when Plaintiff Barrera and other non-party Aggrieved Employees worked overtime and
23 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
24 lower overtime rate than required.

25 75. Defendants’ failure to pay Plaintiffs and other non-party Aggrieved Employees
26 the balance of overtime compensation as required by California law, violates the provisions of
27 California Labor Code sections 510 and 1198. Plaintiffs and other non-party Aggrieved
28 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or

1 2699(a), (f), and (g).

2 **FAILURE TO PAY MINIMUM WAGES**

3 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

4 76. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
5 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
6 to be paid to employees, and the payment of a wage less than the minimum so fixed is
7 unlawful. Compensable work time is defined by the applicable wage order as “the time
8 during which an employee is subject to the control of an employer, and includes all the time
9 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
10 Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

11 77. As set forth above, Defendants systematically failed to pay Plaintiff Varguez
12 and other non-party Aggrieved Employees for actual hours worked after scheduled shifts,
13 because these hours were not accurately recorded. Additionally, as set forth above, due to
14 Defendants’ uniform practice of utilizing labor budgets, resultant understaffing, failure to
15 schedule meal periods, and a lack of meal period coverage, Plaintiffs and other non-party
16 Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they
17 were entitled and were required to work off-the-clock.

18 78. Thus, Defendants did not pay at least minimum wages for off-the-clock hours
19 that qualified for overtime premium payment. Also, to the extent that these off-the-clock
20 hours did not qualify for overtime premium payment, Defendants did not pay at least
21 minimum wages for those hours worked off-the-clock in violation of California Labor Code
22 sections 1182.12, 1194, 1197, and 1197.1.

23 79. Defendants’ failure to pay Plaintiffs and other non-party Aggrieved Employees
24 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
25 Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil
26 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

27 //

28 //

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

80. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiffs' and non-party Aggrieved Employees' employment by Defendants.

81. 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 (Cal. 2012).

82. At all relevant times herein set forth, California Labor Code section 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.

83. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198 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.

84. As stated, Defendants had, and continue to have, a company-wide policy and/or practice of strictly understaffing their restaurant locations due to labor budgeting, which resulted in a lack of adequate meal period coverage and prevented Plaintiffs and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, Defendants had a practice of failing to schedule or provide meal

1 periods at all, which further caused Plaintiffs and other non-party Aggrieved Employees to not
2 be relieved of their duties for compliant meal periods. As a result, Plaintiffs and other non-
3 party Aggrieved Employees had to work through part or all of their meal periods, had their
4 meal periods interrupted, and/or had to wait extended periods of time before taking meal
5 periods. For example, during their employment, Plaintiffs were not scheduled for meal
6 periods at all, and would subsequently work through their unpaid meal periods due to
7 customer demand and lack of coverage.

8 85. Additionally, Defendants did not provide Plaintiffs and other non-party
9 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
10 of ten (10) hours in one day. Plaintiffs and other non-party Aggrieved Employees worked
11 shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal
12 period. Plaintiffs and other non-party Aggrieved Employees did not sign valid meal period
13 waivers on days that they were entitled to meal periods and were not relieved of all duties.

14 86. Moreover, Defendants had a company-wide policy of requiring all employees
15 to sign blanket meal period waivers. Defendants took the position that non-exempt, hourly
16 paid employees working six (6) hour shifts had waived their rights to take a 30-minute meal
17 period on these particular shifts, for the entirety of their employment. Defendants similarly
18 took the position that employees working in excess of ten (10) hours per day, but no more
19 than twelve (12), had waived their right to a second 30-minute meal period, for the entirety of
20 their employment. Specifically, Defendants' "First Meal Period Waiver" and "Second Meal
21 Period Waiver" provide that the waivers remain in effect until the employee provides written
22 notice of his or her decision to revoke. Defendants' imposition of the burden on employees to
23 revoke the meal period waivers in writing discouraged and prevented Plaintiffs and other non-
24 party Aggrieved Employees from taking meal periods. And, Defendants' presumption that
25 second meal periods would not be provided for shifts in excess of ten (10) hours but less than
26 twelve (12) hours due to blanket meal period waivers discouraged Plaintiffs and other non-
27 party Aggrieved Employees from taking second meal periods.

28 87. What's more, an employer's obligation to provide a meal period is only

1 “triggered” when the employer “employs an employee for a work period of more than five
2 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
3 anyone to work for a full five hours, its meal break obligation is triggered.”).

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

10 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
11 require employees to sign meal period waivers simultaneously at or near their time of hire (as
12 opposed to on a specific work day) renders them invalid and unenforceable, because
13 Defendants’ obligation to provide Plaintiffs and other non-party Aggrieved Employees with
14 meal periods did not arise until Defendants had employed them for a full five (5) hours.

15 88. Defendants knew or should have known that as a result of their company-wide
16 policies and/or practices, that Plaintiffs and other non-party Aggrieved Employees were not
17 actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further
18 knew or should have known that they did not pay Plaintiffs and other non-party Aggrieved
19 Employees meal period premium wages when meal periods were missed, late, short, and/or
20 interrupted.

21 89. Furthermore, Defendants engaged in a company-wide practice and/or policy of
22 not paying all meal period premiums owed when compliant meal periods are not provided.
23 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
24 have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to
25 the extent that Defendants did pay meal period premium wages to Plaintiff Barrera and other
26 non-party Aggrieved Employees, they did so at the incorrect rates. Because Defendants did
27 not properly calculate Plaintiff Barrera’s and other non-party Aggrieved Employees’ regular
28 rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary
bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and
resulted in an underpayment of meal period premium wages.

1 90. Thus, Defendants failed to provide Plaintiffs and other non-party Aggrieved
2 Employees compliant meal periods and failed to pay the full meal period premiums due.
3 Defendants’ conduct violates the applicable IWC Wage Order, and California Labor Code
4 sections 226.7, 512(a), 516, and 1198. Plaintiffs and other non-party Aggrieved Employees
5 are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f),
6 and (g).

7 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
8 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

9 91. At all relevant times herein set forth, the applicable IWC Wage Order and
10 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs’ and other
11 non-party Aggrieved Employees’ employment by Defendants.

12 92. At all relevant times, the applicable IWC Wage Order provides that “[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period” and that the “rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof” unless the total daily work time is less than three and one-half
17 (3½) hours.

18 93. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any rest period mandated by an applicable
20 order of the California IWC. To comply with its obligation to authorize and permit rest
21 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
22 employer must “relinquish any control over how employees spend their break time, and
23 relieve their employees of all duties—including the obligation that an employee remain on
24 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
25 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

26 94. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from
28 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a

1 required rest period was not authorized and permitted.

2 95. During the relevant time period, Defendants regularly failed to authorize and
3 permit Plaintiffs and other non-party Aggrieved Employees to take a ten (10) minute rest
4 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
5 Defendants' company-wide practices labor budget policies and resultant understaffing,
6 prevented Plaintiffs and other non-party Aggrieved Employees from being relieved of all duty
7 in order to take compliant rest periods. Defendants' management erroneously informed
8 Plaintiffs and other non-party Aggrieved Employees that they were only entitled to one (1)
9 rest period per shift, regardless of its length. Defendants also failed to schedule rest periods,
10 which, coupled with Defendants' failure to provide adequate rest period coverage, further led
11 to Plaintiffs and other non-party Aggrieved Employees not being authorized and permitted to
12 take rest periods.

13 96. Furthermore, upon information and belief, Defendants maintained and
14 implemented a company-wide on-premises rest period policy, which mandated that Plaintiffs
15 and other non-party Aggrieved Employees remain on Defendants' premises during their rest
16 periods. Defendants' company-wide on-premises rest period policy prevented Plaintiffs and
17 other non-party Aggrieved Employees from being relieved of all duties for rest periods and
18 caused them to perform work during rest periods.

19 97. As a result, Plaintiffs and other non-party Aggrieved Employees would work
20 shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being
21 permitted and authorized to take all ten (10) minute rest periods to which they were entitled.
22 For example, throughout their employment, Plaintiffs frequently worked through their shifts
23 without taking their 10-minute rest periods due to the workload, the lack of coverage, and
24 failure to schedule rest periods.

25 98. Defendants also have engaged in a company-wide practice and/or policy of not
26 paying all rest period premiums owed when compliant rest periods are not authorized and
27 permitted. Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved
28 Employees have not received premium pay for all missed rest periods. Alternatively, to the

1 extent that Defendants did pay rest period premium wages to Plaintiff Barrera and other non-
2 party Aggrieved Employees, they did so at the incorrect rates. Because Defendants did not
3 properly calculate Plaintiff Barrera's and other non-party Aggrieved Employees' regular rates
4 of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses,
5 any premiums paid for rest period violations were also paid at an incorrect rate and resulted in
6 an underpayment of rest period premium wages.

7 99. Defendants' conduct violates the applicable IWC Wage Order and California
8 Labor Code sections 226.7, 516, and 1198. Plaintiffs and other non-party Aggrieved
9 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
10 558 and/or 2699(a), (f), and (g).

11 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
12 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

18 101. During the relevant time period, Defendants have knowingly and intentionally
19 provided Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and
20 inaccurate wage statements. For example, Defendants issued uniform wage statements to
21 Plaintiffs and other non-party Aggrieved Employees that fail to correctly list: gross wages
22 earned; total hours worked; net wages earned; the name of the legal entity that is the
23 employer; and all applicable hourly rates in effect during the pay period, including overtime
24 rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically,
25 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

26 102. First, because Defendants did not record the time Plaintiffs and other non-party
27 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
28 of gross wages and net wages earned by Plaintiffs and other non-party Aggrieved Employees

1 in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same
2 reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and
3 other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the
4 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
5 number of hours worked at each hourly rate, in violation of section 226(a)(9).

6 103. Second, because Defendants did not calculate Plaintiff Barrera's and other non-
7 party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime,
8 Defendants did not list the correct amount of gross wages in compliance with section
9 226(a)(1). For the same reason, Defendants also failed to list the correct amount of net wages
10 in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
11 rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of
12 pay for meal and rest premium wages, in violation of section 226(a)(9). Also, in violation of
13 section 226(a)(9), Defendants failed to list the applicable hourly rates of pay in effect and the
14 corresponding accurate number of hours worked at each hourly rate, in calculating other non-
15 party Aggrieved Employees' Bonus Profit Sharing overtime payments.

16 104. Third, and separate from these violations, Defendants issued uniform wage
17 statements to Plaintiffs and other non-party Aggrieved Employees that failed to correctly list
18 the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
19 section 226(a)(8) is to provide California employees with transparency as to the true identity
20 of their employer, to allow the employee to contact their employer during employment in the
21 future for various reasons, including filing an administrative claim, judicial claim, or other
22 action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiffs'
23 and other non-party Aggrieved Employees' wage statements incorrectly list the employer as
24 "APPLE AMERICAN GROUP LLC" but, according to the California Secretary of State's
25 website, there is no such entity by that name.

26 105. The wage statement deficiencies also include, among other things, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
28 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and

1 only the last four digits of his or her social security number or an employee identification
2 number other than a social security number; failing to list the address of the legal entity that is
3 the employer; failing to list the inclusive dates of the period for which aggrieved employees
4 were paid; and/or failing to state all hours worked as a result of not recording or stating the
5 hours they worked off-the-clock.

6 106. California Labor Code section 1198 provides that the maximum hours of work
7 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
8 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
9 employment of any employees for longer hours than those fixed by the order or under
10 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
11 Wage Order, employers are required to keep accurate time records showing when the
12 employee begins and ends each work period and meal period. During the relevant time
13 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
14 and meal period start and stop times for Plaintiffs and other non-party Aggrieved Employees,
15 in violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiffs
16 and other non-party Aggrieved Employees with second 30-minute meal periods to which they
17 were entitled, Defendants kept no records of meal start and end times for second meal periods.

18 107. California Labor Code section 1174(d) provides that “[e]very person employing
19 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
20 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
23 applicable piece rate paid to, employees employed at the respective plants or
24 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
25 civil penalty if they fail to maintain accurate and complete records as required by section
26 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
27 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-
28 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto

1 as a result of failing to record the off-the-clock hours that they worked.

2 108. Because Defendants' violations of 226(a) and 1174(d) were committed against
3 Plaintiffs and other non-party Aggrieved Employees, Plaintiffs and other non-party Aggrieved
4 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3,
5 1174.5, and/or 2699(a), (f), and (g).

6 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

7 **VIOLATION OF LABOR CODE SECTION 204**

8 109. At all relevant times herein set forth, California Labor Code section 204
9 requires that all wages earned by any person in any employment between the 1st and the 15th
10 days, inclusive, of any calendar month, other than those wages due upon termination of an
11 employee, are due and payable between the 16th and the 26th day of the month during which
12 the labor was performed. Labor Code section 204 further provides that all wages earned by
13 any person in any employment between the 16th and the last day, inclusive, of any calendar
14 month, other than those wages due upon termination of an employee, are due and payable
15 between the 1st and the 10th day of the following month.

16 110. At all relevant times herein, California Labor Code section 204 also requires
17 that all wages earned for labor in excess of the normal work period shall be paid no later than
18 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
19 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
20 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
21 more than seven (7) calendar days following the close of the payroll period.

22 111. During the relevant time period, Defendants willfully failed to pay Plaintiffs
23 and other non-party Aggrieved Employees all wages due to them within any time period
24 specified by California Labor Code section 204 including, but not limited to, overtime wages,
25 minimum wages, and/or meal and rest period premium wages.

26 112. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
27 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

28 //

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

3 113. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
4 that if an employer discharges an employee, the wages earned and unpaid at the time of
5 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
6 her employment, his or her wages shall become due and payable not later than seventy-two
7 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
8 his or her intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 114. Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved
11 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
12 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
13 period premium wages, either at the time of discharge, or within seventy-two (72) hours of
14 their leaving Defendants' employ.

15 115. Defendants' failure to pay Plaintiffs and those non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates
18 Labor Code sections 201 and 202. Plaintiffs and other non-party Aggrieved Employees are
19 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
20 2699(a), (f), and (g).

21 **FAILURE TO PROVIDE SUITABLE SEATING**

22 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
23 **REGULATIONS, TITLE 8, SECTION 11050(14)(A)**

24 116. At all relevant times herein, California Labor Code section 1198 makes it
25 illegal to employ an employee under conditions of labor that are prohibited by the applicable
26 wage order. California Labor Code section 1198 requires that "... the standard conditions of
27 labor fixed by the commission shall be the ... standard conditions of labor for employees.
28 The employment of any employee ... under conditions of labor prohibited by the order is

1 unlawful.”

2 117. California Code of Regulations, Title 8, section 11050(14)(A) provides that
3 “[a]ll working employees shall be provided with suitable seats when the nature of the work
4 reasonably permits the use of seats.”

5 118. Plaintiffs allege that Defendants’ restaurants are generally similar in their
6 layout and design and there was, and continues to be, space behind host stands to allow for the
7 presence and use of a seat or stool by other non-party Aggrieved Employees (with reasonable
8 or no modification to these work areas) during the performance of their work duties.
9 Defendants could have provided other non-party Aggrieved Employees with a seat or stool at
10 host stands, but instead denied them seating and forced other non-party Aggrieved Employees
11 to stand throughout the day.

12 119. Other non-party Aggrieved Employees spent a substantial portion of their day
13 behind these or at these host stands. The nature of the work of an employee performing host
14 duties can reasonably be accomplished from a seated position. However, Defendants
15 systematically, and on a company-wide basis, did not provide seats or stools at or near host
16 stands, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

17 120. During the relevant time period, Defendants violated California Labor Code
18 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other
19 non-party Aggrieved Employees were not allowed to sit, even when it would not have
20 interfered with the performance of their duties, nor were they provided with suitable seats.
21 Other non-party Aggrieved Employees were assigned host duties, which were performed from
22 the host stand, and could have been performed from a seated position. Other non-party
23 Aggrieved Employees could have provided customer service at the host stand while seated
24 without interference to their ability to complete these duties.

25 121. Defendants could have placed seats or stools at each host stand for use by other
26 non-party Aggrieved Employees with reasonable or no modification to these work areas.
27 However, on a company-wide basis, Defendants did not provide seats or stools at or near host
28 stands. Defendants’ management did not inform other non-party Aggrieved Employees that

1 they were allowed to sit down, provide any means for them to sit down, or mention any policy
2 regarding sitting.

3 122. As a result of Defendants' company-wide policy and/or practice of prohibiting
4 employees from sitting during their shifts and company-wide failure to provide suitable
5 seating, other non-party Aggrieved Employees were forced to stand during shifts and denied
6 seats. Defendants' failure to provide suitable seating to other non-party Aggrieved Employees
7 violated and continues to violate California Labor Code section 1198 and IWC Wage Order 5-
8 2001, Section 14(A).

9 123. Other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **FAILURE TO PROVIDE SUITABLE SEATING**
12 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
13 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

14 124. At all relevant times herein, California Labor Code section 1198 makes it
15 illegal to employ an employee under conditions of labor that are prohibited by the applicable
16 wage order. California Labor Code section 1198 requires that "... the standard conditions of
17 labor fixed by the commission shall be the ... standard conditions of labor for employees.
18 The employment of any employee ... under conditions of labor prohibited by the order is
19 unlawful."

20 125. California Code of Regulations, Title 8, section 11050(14)(B) provides that
21 "[w]hen employees are not engaged in the active duties of their employment and the nature of
22 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
23 proximity to the work area and employees shall be permitted to use such seats when it does
24 not interfere with the performance of their duties."

25 126. During the relevant time period, Defendants violated California Labor Code
26 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because
27 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even during lulls
28 in their work duties, nor were they provided with suitable seats in reasonable proximity to

1 their work areas.

2 127. As stated, Plaintiffs allege that Defendants' California restaurants are generally
3 similar in their layout and design and there was, and continues to be, space near their work
4 areas (with reasonable or no modification to these work areas) to allow for the presence and
5 use of a seat or stool by Plaintiffs and other non-party Aggrieved Employees during lulls in
6 operation. Defendants could have provided Plaintiffs and other non-party Aggrieved
7 Employees with a seat or stool in their work areas, but instead denied Plaintiffs and other non-
8 party Aggrieved Employees suitable seating altogether and effectively forced Plaintiffs and
9 other non-party Aggrieved Employees to stand throughout the day.

10 128. Defendants did not provide Plaintiffs and other non-party Aggrieved
11 Employees with seats or stools in reasonable proximity to their work areas to allow them to
12 use seats when it would not interfere with the performance of their duties for times when they
13 were not engaged in active duties that require standing. In other words, to the extent Plaintiffs
14 and other non-party Aggrieved Employees engaged in duties in which the nature of the work
15 required standing, Defendants denied them the use of suitable seats nearby during lulls in their
16 work duties. Moreover, Defendants did not inform Plaintiffs and other non-party Aggrieved
17 Employees of their rights to a seat or stool under California law.

18 129. As a result of Defendants' company-wide policy and/or practice prohibiting
19 employees from sitting at any time, even when they were not engaged in active duties
20 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
21 work areas, Plaintiffs and other non-party Aggrieved Employees were forced to stand during
22 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiffs and other
23 non-party Aggrieved Employees violated and continues to violate California Labor Code
24 section 1198 and IWC Wage Order 5-2001, Section 14(B).

25 130. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
26 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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1 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 131. At all times herein set forth, California Labor Code section 2802 provides that
4 an employer must reimburse employees for all necessary expenditures and losses incurred by
5 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
6 to prevent employers from passing off their cost of doing business and operating expenses on
7 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen the
9 employer requires the use of tools or equipment or they are necessary to the performance of a
10 job, such tools and equipment shall be provided and maintained by the employer, except that
11 an employee whose wages are at least two (2) times the minimum wage may provide and
12 maintain hand tools and equipment customarily required by the particular trade or craft."

13 132. During the relevant time period, Defendants, on a company-wide basis,
14 required Plaintiffs and other non-party Aggrieved Employees to report to work wearing clean
15 uniforms, including uniform shirts and hats emblazoned with Defendants' Applebee's logo,
16 while simultaneously failing to provide employees with an adequate number of those
17 uniforms. This forced other non-party Aggrieved Employees to clean their uniforms
18 frequently and incur expenses for doing so. Due to the nature of their work, other non-party
19 Aggrieved Employees' uniforms would become stained and/or acquire an unpleasant odor,
20 and other non-party Aggrieved Employees would be required to wash these uniforms multiple
21 times per week.

22 133. Defendants could have provided other non-party Aggrieved Employees with the
23 actual tools for use on the job, such as an adequate number of uniforms and/or access to
24 laundering services. Or, Defendants could have reimbursed employees for their laundering
25 expenses. Instead, Defendants passed these operating costs off onto other non-party
26 Aggrieved Employees. At all relevant times, other non-party Aggrieved Employees did not
27 earn at least two (2) times the minimum wage. Thus, Defendants had, and continue to have, a
28 company-wide policy and/or practice of not reimbursing employees for expenses necessarily

1 incurred in violation of California Labor Code section 2802.

2 134. Other non-party Aggrieved Employees are therefore entitled to recover civil
3 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

4 **REQUEST FOR JURY TRIAL**

5 Plaintiffs request a trial by jury.

6 **PRAYER FOR RELIEF**

7 Plaintiffs, on behalf of all other non-party Aggrieved Employees, pray for relief and
8 judgment against Defendants, jointly and severally, as follows:

9 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
10 (\$25,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different
11 amount.

12 **As to the First Cause of Action**

13 2. That the Court declare, adjudge and decree that Defendants violated the
14 following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved
15 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
16 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516,
17 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
18 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
19 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
20 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
21 employment); 1198 (by failing to provide suitable seating); and 2802 (by failing to reimburse
22 business expenses);

23 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
24 558, 1174.5, 1197.1, and 2699 (a), (f), and (g), for violations of California Labor Code
25 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
26 1198, and 2802;

27 4. For attorneys' fees and costs pursuant to California Labor Code section
28 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
2 1194, 1197, 1198, and 2802;

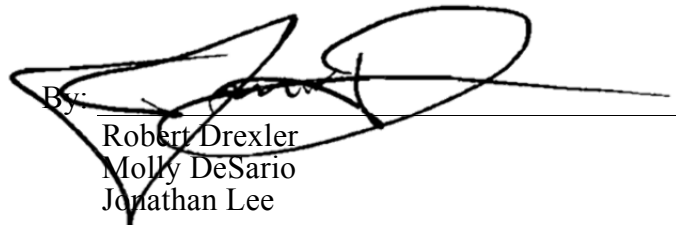
3 5. For pre-judgment and post-judgment interest as provided by law; and

4 6. For such other and further relief as the Court may deem equitable and
5 appropriate.

6
7 Dated: December 31, 2020

Respectfully submitted,

Capstone Law APC

9
10 By: 
11 Robert Drexler
12 Molly DeSario
Jonathan Lee

13 Attorneys for Plaintiffs Mario Barrera and
14 Francisco Varguez
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Exhibit 1

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

October 26, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/295>)

Subject: *Mario Barrera v. Apple American Group LLC, et al.*

Dear PAGA Administrator:

This office represents Mario Barrera in connection with his claims under the California Labor Code. Mr. Barrera was an employee of APPLE AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and/or WINECOUNTRY APPLE, LLC. For the purpose of this letter, Mr. Barrera collectively refers to these entities as "AAG."

The employers may be contacted directly at the addresses below:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE MID CAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE SOCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE SOCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE SOCAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Mr. Barrera intends to seek civil penalties, attorney's 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. Barrera seeks relief on behalf of himself, the State of California, and other persons who are or were employed by AAG 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.

AAG employed Mr. Barrera as an hourly paid, non-exempt employee from approximately October 2001 to March 2020. Mr. Barrera worked for AAG as a Kitchen Manager at its Applebee's restaurant located at 5800 Northgate Mall in San Rafael, California. During his employment, Mr. Barrera typically worked six (6) to eight (8) hours or more per day, five (5) days or more per week, typically from 8:00 a.m. to 4:30 p.m. At the time Mr. Barrera's employment with AAG ended, he earned approximately \$18.00 per hour. His job duties included, without limitation, preparing and cooking food, stocking food inventory, creating a daily "prep list," and cleaning the kitchen.

AAG committed one or more of the following Labor Code violations against Mr. Barrera, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

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

APPLE AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; and FLYNN RESTAURANT

¹ These facts, theories, and claims are based on Mr. Barrera's experience and counsel's review of those records currently available relating to Mr. Barrera'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. Barrera 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.

GROUP LLC are Delaware limited liability companies. APPLE NORCAL LLC and WINECOUNTRY APPLE, LLC are California limited liability companies, while FLYNN RESTAURANT GROUP LP is a Delaware limited partnership. Together, they are one of the largest Applebee's franchisees in the United States. AAG operates 460 Applebee's restaurants in 26 states (including at least 80 locations in California) and employs nearly 26,200 people. Upon information and belief, AAG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Independence, Ohio or San Francisco, California, for all non-exempt, hourly paid employees working for AAG in California, including Mr. Barrera and other aggrieved employees. At all relevant times, AAG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Barrera and other aggrieved employees, regardless of its location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

First, during the relevant period, AAG had, and continues to have, a company-wide policy of discouraging and impeding other aggrieved employees from recording hours worked that were outside of their scheduled shifts. Other aggrieved employees were forced to work off-the-clock performing tasks outside of their scheduled shift times, but were not provided a means by AAG to account for this time. For example, other aggrieved employees were asked by visiting management to assist with closing duties after they had clocked out and were unable to clock back in. Additionally, it was not possible for other aggrieved employees to complete these tasks on the clock because, on information and belief, AAG's timekeeping system would not permit other aggrieved employees to clock in any earlier than five (5) minutes before their scheduled shift start times, so they would work off-the-clock to start or complete these duties. At all times, other aggrieved employees remained under the control of AAG. This off-the-clock work could have been recorded by AAG, but it refused to do so to avoid payment of additional wages to other aggrieved employees.

Second, on information and belief, AAG had, and continues to have, a company-wide policy strictly staffing its restaurant locations based on the labor hours allocated by each restaurant's labor or payroll budget, which has resulted in, and continues to result in, chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Moreover, AAG had a practice of failing to schedule or provide meal periods at all, which further caused Mr. Barrera and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this inadequate meal period coverage, Mr. Barrera and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Barrera and other aggrieved employees were not scheduled for meal periods and frequently worked through them because there were not enough employees on duty to meet customer demands. Consequently, Mr. Barrera and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, AAG did not pay Mr. Barrera and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, AAG paid Mr. Barrera and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. For example, Mr. Barrera and other aggrieved employees earned incentive pay and/or nondiscretionary bonuses appearing on their wage statements as "Bonus Other – Reg." However, in violation of the California Labor Code, AAG failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Barrera and other aggrieved employees worked overtime and received these other forms of pay, AAG failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Barrera and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

As stated above, AAG systematically failed to pay other aggrieved employees for actual hours worked after scheduled shifts, because these hours were not accurately recorded. Additionally, as set forth above, due to AAG's uniform practice of utilizing labor budgets, resultant understaffing, failure to schedule meal periods, and a lack of meal period coverage, Mr. Barrera and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, AAG did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, AAG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, AAG regularly failed to pay at least minimum wages to Mr. Barrera 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. Barrera and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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, 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 (Cal. 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.

As set forth above, during the relevant time period, AAG had, and continues to have, a company-wide policy and/or practice of understaffing its restaurant locations due to labor budgeting, which resulted in a lack of adequate meal period coverage and prevented Mr. Barrera and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, AAG had a practice of failing to schedule or provide meal periods at all, which further caused Mr. Barrera and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Barrera and other aggrieved employees had to work through part or all of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, during his employment, Mr. Barrera was not scheduled for meal periods at all, and would subsequently work through his unpaid meal periods due to customer demand and lack of coverage.

In addition, during the relevant time period, Mr. Barrera and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Mr. Barrera worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Mr. Barrera and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, AAG implemented a company-wide policy of requiring all employees, including Mr. Barrera and other aggrieved employees, to sign blanket meal period waivers. AAG took the position that non-exempt, hourly paid employees working six (6) hour shifts had waived their rights to take a 30-minute meal period on these particular shifts, for the entirety of their employment. AAG similarly took the

position that employees working in excess of ten (10) hours per day, but no more than twelve (12), had waived their right to a second 30-minute meal period, for the entirety of their employment. Specifically, AAG's "First Meal Period Waiver" and "Second Meal Period Waiver" provide that the waivers remain in effect until the employee provides written notice of his or her decision to revoke. AAG's imposition of the burden on employees to revoke the meal period waivers in writing discouraged and prevented Mr. Barrera and other aggrieved employees from taking meal periods. And AAG's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket second meal period waivers discouraged Mr. Barrera and other aggrieved employees from taking second meal periods.

In addition, 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 AAG requires employees to sign meal period waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because AAG's obligation to provide Mr. Barrera and other aggrieved employees with meal periods did not arise until AAG had employed them for a full five (5) hours.

AAG knew or should have known that as a result of its non-compliant policies and practices, that Mr. Barrera and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. AAG further knew or should have known that it did not pay Mr. Barrera and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, AAG 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. Barrera and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that AAG did pay Mr. Barrera and other aggrieved employees premium pay for missed, late, and interrupted meal periods, AAG did not pay Mr. Barrera and other aggrieved employees at the correct rate of pay for premium wages because AAG systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AAG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Barrera and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 516, 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 (3½) 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, 269-270 (2016).

During the relevant time period, AAG regularly failed to authorize and permit Mr. Barrera and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AAG’s company-wide labor budget policies and resultant understaffing, prevented Mr. Barrera and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. AAG’s management erroneously informed Mr. Barrera and other aggrieved employees that they were only entitled to one (1) rest period per shift, regardless of its length. Thus, AAG also failed to schedule rest periods, which, coupled with AAG’s failure to provide adequate rest period coverage, further led to Mr. Barrera and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, AAG maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Barrera and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, AAG’s company-wide on-premises rest period policy prevented Mr. Barrera and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result, Mr. Barrera and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Barrera frequently worked through his shifts without taking his 10-minute rest periods due to the workload, the lack of coverage, and failure to schedule rest periods.

AAG also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that AAG did pay Mr. Barrera and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, AAG did not pay Mr. Barrera and other aggrieved employees at the correct rate of pay for premium wages because AAG failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AAG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Barrera and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. AAG has not provided Mr. Barrera 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 wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 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, AAG has knowingly and intentionally provided Mr. Barrera and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AAG issued uniform wage statements to Mr. Barrera and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, AAG violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because AAG did not record the time Mr. Barrera and other aggrieved employees spent working off-the-clock, AAG did not list the correct amount of gross wages and net wages earned by Mr. Barrera and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, AAG failed to accurately list the total number of hours worked by Mr. Barrera and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because AAG did not calculate Mr. Barrera's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, AAG did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, AAG also failed to list the correct amount of net wages in violation of section 226(a)(5). AAG also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premium wages, in violation of section 226(a)(9). Also, in violation of section 226(a)(9), AAG failed to list the applicable hourly rates of pay in effect and the corresponding accurate number of hours worked at each hourly rate, in calculating other aggrieved employees' Bonus Profit Sharing overtime payments.

Third, and separate from these violations, AAG issued uniform wage statements to Mr. Barrera and other aggrieved employees that failed to correctly list the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Barrera's and other aggrieved employees' wage statements incorrectly list the employer as "APPLE AMERICAN GROUP LLC" but, according to the California Secretary of State's website, there is no such entity by that name. *See example paystub below.*



Apple American Group LLC
6200 Oak Tree Boulevard, Suite 250
Independence OH 44131 Tel: (216) 525-2775

Name	MARIO BARRERA	Payment Date	03/17/2020
Personnel No.		Payroll Period	06.2020
Soc.Sec.No.		Pay Period Dates	02/26/2020 - 03/10/2020
Hire Dates (Original/Recent)		Payroll Area	Z4
Address		Home Location	21483-Northgate (2140013)

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 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 address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they 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 “[keep, 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), AAG willfully failed to maintain accurate payroll records for Mr. Barrera 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 Orders. 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, AAG failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Mr. Barrera and other aggrieved employees, in violation of section 1198. Furthermore, in light of AAG’s failure to provide Mr. Barrera and other aggrieved employees with second 30-minute meal periods to which they were entitled, AAG kept no records of meal start and end times for second meal periods.

Because AAG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Barrera 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. Barrera 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. Barrera and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, AAG failed to pay Mr. Barrera and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Barrera and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 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.

AAG willfully failed to pay Mr. Barrera and other aggrieved employees who are no longer employed by AAG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving AAG's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Barrera and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

AAG’s California restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. AAG could provide other aggrieved employees with a seat or stool at its host stands, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, AAG systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

AAG violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. AAG’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of AAG’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. AAG’s failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring AAG into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

As stated, AAG’s California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Mr. Barrera and other aggrieved employees during lulls in operation. AAG could provide Mr. Barrera and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Mr. Barrera and other aggrieved employees to stand throughout the day.

AAG did not provide Mr. Barrera and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Mr. Barrera and other aggrieved employees engaged in duties in which the nature of the work required standing, AAG denied them the use of seats nearby during lulls in their work duties. Moreover, AAG did not inform Mr. Barrera and other aggrieved employees of their rights to a seat or stool under California law.

As a result of AAG’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Mr. Barrera and other aggrieved employees were forced to stand during shifts and denied seats. AAG’s failure to provide suitable seating to Mr. Barrera and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Mr. Barrera and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring AAG into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

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 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, AAG, on a company-wide basis, required other aggrieved employees to report to work wearing clean uniforms, including uniform shirts and hats emblazoned with AAG’s Applebee’s logo, while simultaneously failing to provide employees with an adequate number of those uniforms. This forced other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. Due to the nature of their work, other aggrieved employees’ uniforms would become

stained and/or acquire an unpleasant odor, and other aggrieved employees would be required to wash these uniforms multiple times per week.

AAG could have provided other aggrieved employees with the actual tools required for use on the job and an adequate number of uniforms and/or access to laundering services. Or, AAG could have reimbursed employees for their laundering costs. Instead, AAG passed these operating costs off onto other aggrieved employees. At all relevant times, other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, AAG 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. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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

Accordingly, Mr. Barrera 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Barrera, 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 AAG for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

This notice shall further serve as Mr. Barrera's reasonable attempt to settle his dispute with AAG prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform AAG of Mr. Barrera's aforementioned grievances and the proposed remedies as detailed below, while affording AAG a reasonable opportunity to satisfy Mr. Barrera's demands.

Demand is hereby made that AAG shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. AAG shall pay Mr. Barrera and all other aggrieved employees employed by AAG at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. AAG shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. AAG shall conduct a survey or interview all current and former aggrieved employees in California who worked for AAG in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for uniform maintenance expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. AAG shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. AAG also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. AAG shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for AAG's benefit, including, but not limited to, costs of uniform maintenance or laundering costs, as required by Labor Code section 2802.
6. AAG shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. AAG shall provide Mr. Barrera and all aggrieved employees employed by AAG at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. AAG shall implement and provide suitable seating to all aggrieved employees.
9. AAG shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. AAG shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: APPLE AMERICAN GROUP LLC (via U.S. Certified Mail); APPLE AMERICAN GROUP II LLC (via U.S. Certified Mail); APPLE MID CAL LLC (via U.S. Certified Mail); APPLE MID CAL II LLC (via U.S. Certified Mail); APPLE NORCAL LLC (via U.S. Certified Mail); APPLE SOCAL LLC (via U.S. Certified Mail); APPLE SOCAL II LLC (via U.S. Certified Mail); FLYNN RESTAURANT GROUP LP (via U.S. Certified Mail); FLYNN RESTAURANT GROUP LLC (via U.S. Certified Mail); WINECOUNTRY APPLE, LLC (via U.S. Certified Mail)

CERTIFIED MAIL®



7020 1810 0000 4166 0422



one
LAW APC
Park East, Ste 1000
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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 12

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0422

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Barrera v. Apple
American Group LLC

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

7020 1810 0000 4166 0422

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

CERTIFIED MAIL®



7020 1810 0000 4166 0439

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 29

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0439

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Barrera v. Apple
American Group
LLC

7020 1810 0000 4166 0439

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

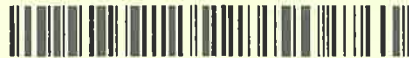


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 36

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0446

PS Form 3811, July 2015 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
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 1810 0000 4166 0446

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Barrera v. Apple
American Group II
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL®



7020 1810 0000 4166 0613



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 43

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0613

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

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

\$ 3.50

Extra Services & Fees (check box, add fees as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Barrera v. Apple
American Group II
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one
LAW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 0606

one
AW APC
Park East, Ste 1000
CA 90067

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

7020 1810 0000 4166 0606

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 \$ <u>3.50</u>	Postmark Here <u>Barrera v. Apple</u> <u>Mid Cal LLC</u>
Extra Services & Fees (check box, add fee as appropriate) ☒ Return Receipt (hardcopy) \$ <u>2.80</u> ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>1.42</u>	
Total Postage and Fees \$ <u>7.72</u>	
Sent To <u>APPLE MID CAL LLC</u> <u>225 BUSH STREET, SUITE 1800</u> <u>SAN FRANCISCO, CA 94104</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 50

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0606

PS Form 3811, July 2015 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 0590

one

LAW APC
Park East, Ste 1000
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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 67

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0590

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

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:

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.15
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and

\$ 7.72

Sent To

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Darrera v. Apple
Mid Cal LLC

PS Form 3800, A

7020 1810 0000 4166 0590

UNITED STATES POSTAGE
 PITNEY BOWES
 \$007.720
 02 1P
 0000666553
 MAILED FROM ZIP CODE 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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL II LLC
 225 BUSH STREET, SUITE 1800
 SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 74

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0583

PS Form 3811, July 2015 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 0583

APPLE MID CAL II LLC
 225 BUSH STREET, SUITE 1800
 SAN FRANCISCO, CA 94104

one
 AW APC
 Park East, Ste 1000
 CA 90067

7020 1810 0000 4166 0583

**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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE MID CAL II LLC

Street and Apt. No. 225 BUSH STREET, SUITE 1800

City, State, ZIP+4® SAN FRANCISCO, CA 94104

Postmark
 Here

Barrera v. Apple
 Mid Cal II LLC

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions.

one
LAW APC
y Park East, Ste 1000
CA 90067



7020 1810 0000 4166 0576

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 81

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0576

PS Form 3811, July 2015 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
☐ Insured Mail
☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 1.30
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and

\$ 7.72

Sent To

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

PS Form 3800, A

Postmark
Here

Barrera v. Apple
Mid Cal II LLC

7020 1810 0000 4166 0576

one
LAW APC
1000
Park East, Ste 1000
San Francisco, CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 0569

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 98

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0569

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Postmark
Here

Barrera v. Apple
Norcal LLC

Sent To

APPLE NORCAL LLC

Street and Apt. No., PO Box, etc.
225 BUSH STREET, SUITE 1800

City, State, ZIP+4®
SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0569

CERTIFIED MAIL®



7020 1810 0000 4166 0552

one
AW APC
y Park East, Ste 1000
CA 90067

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 04

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0552

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 3.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE NORCAL LLC

Street and Apt. No., or PO Box No.
6200 OAK TREE BLVD., SUITE 250
City, State, ZIP+4®
INDEPENDENCE, OH 44131

Postmark
Here

Burren v. Apple
Norcal LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0552

CERTIFIED MAIL®



7020 1810 0000 4166 0545

one
LAW APC
ary Park East, Ste 1000
s, CA 90067

APPLE SOCIAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCIAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 11

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0545

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCIAL LLC

Street and Apt. No., or PO Box No.

225 BUSH STREET, SUITE 1800

City, State, ZIP+4®

SAN FRANCISCO, CA 94104

Postmark
Here

Barrera v. Apple
Social LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0545

CERTIFIED MAIL®



7020 1810 0000 4166 0538

one
LAW APC
Park East, Ste 1000
CA 90067

APPLE SOCIAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCIAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 28

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0538

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.72

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCIAL LLC

Street and Apt. No., or PO Box No.

6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4®

INDEPENDENCE, OH 44131

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Barrera v. Apple
Social LLC

7020 1810 0000 4166 0538

CERTIFIED MAIL®



7020 1810 0000 4166 0521

one
AW APC
Park East, Ste 1000
CA 90067

APPLE SOCIAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

7020 1810 0000 4166 0521

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 \$ <u>3.50</u>	Postmark Here <u>Barrera v. Apple</u> <u>Social II LLC</u>
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>2.80</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>1.42</u>	
Total Postage and Fees \$ <u>7.72</u>	
Sent To Street and Apt. No., or PO Box No. <u>APPLE SOCIAL II LLC</u> <u>225 BUSH STREET, SUITE 1800</u> City, State, ZIP+4® <u>SAN FRANCISCO, CA 94104</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 APPLE SOCIAL II LLC
 225 BUSH STREET, SUITE 1800
 SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 35

2. Article Number (Transfer from service label)
 7020 1810 0000 4166 0521

PS Form 3811, July 2015 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 ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1810 0000 4166 0514

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

APPLE SOCIAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCIAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 42

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0514

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCIAL II LLC

Street and Apt. No., or PO Box No.

6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4®

INDEPENDENCE, OH 44131

PS Form 3800, April 2015 PSN 7530-02-000-3047

See Reverse for Instructions

Postmark
Here

Barrera v. Apple
Social II LLC

7020 1810 0000 4166 0514

CERTIFIED MAIL®



7020 1810 0000 4166 0507

one
LAW APC
1000
Park East, Ste 1000
CA 90067

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 59

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0507

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Barrera v. Flynn
Restaurant Group
LP

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0507

CERTIFIED MAIL®



7020 1810 0000 4166 0491

Stone
LAW APC
1000
Park East, Ste 1000
San Francisco, CA 94106

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 66

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0491

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

FLYNN RESTAURANT GROUP LP

Street and Apt. No. 6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4® INDEPENDENCE, OH 44131

Postmark
Here

Barrera v. Flynn
Restaurant Group
LP

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0491

CERTIFIED MAIL®



7020 1810 0000 4166 0484

tone

LAW APC

2000
Park East, Ste 1000
San Francisco, CA 94067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 73

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0484

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

7020 1810 0000 4166 0484

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.15
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

FLYNN RESTAURANT GROUP LLC

Street and Apt. No. or P.O. Box No. 225 BUSH STREET, SUITE 1800

City, State, ZIP+4® SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Barrera v. Flynn
Restaurant Group
LLC

CERTIFIED MAIL®



7020 1810 0000 4166 0477

one

AW APC

1000
Park East, Ste 1000
CA 90067

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

7020 1810 0000 4166 0477

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 \$ 3.50 Extra Services & Fees (check box, add fee as appropriate) ☒ Return Receipt (hardcopy) \$ 2.80 ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	Postmark Here Barrera v. Flynn Restaurant Group LLC
Postage \$ 1.42 Total Postage and Fees \$ 7.72	
Sent To FLYNN RESTAURANT GROUP LLC Street and Apt. No., or PO Box No. 6200 OAK TREE BLVD., SUITE 250 City, State, ZIP+4® INDEPENDENCE, OH 44131	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 80

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0477

PS Form 3811, July 2015 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 | ☐ Priority Mail Express® |
| ☒ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 97

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0460

PS Form 3811, July 2015 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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail (over \$500) | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 0460

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|---|---------|
| ☒ Return Receipt (hardcopy) | \$ 1.50 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Barrera v.
Wincountry Apple,
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL®



7020 1810 0000 4166 0453

one
LAW APC
y Park East, Ste 1000
, CA 90067

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 03

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0453

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 1.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Barrera v.
Winecountry Apple,
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0453

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

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

1. Article Addressed to:

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8462 98

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0569

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8463 73

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0484

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8462 36

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0446

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8463 97

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0460

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8462 12

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0422

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

APPLE SOCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8463 11

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0545

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bumie

☐ 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

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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

1. Article Addressed to:

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 29

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0439

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent☐ Addressee

B. Received by (Printed Name)

J. H. H. H.

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

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

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 80

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0477

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent☐ Addressee

B. Received by (Printed Name)

JOHNSON

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8462 50

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0606

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

CV-19

☐ Agent☐ Addressee

B. Received by (Printed Name)

RT 423

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8463 59

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0507

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

CV-19

☐ Agent☐ Addressee

B. Received by (Printed Name)

RT 423

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

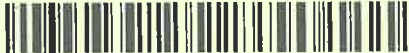
Domestic Return Receipt

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

1. Article Addressed to:

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 43

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0613

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C19 ☐ Agent
☐ Addressee

B. Received by (Printed Name)
JOHNSON

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

1. Article Addressed to:

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 67

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0590

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C19 ☐ Agent
☐ Addressee

B. Received by (Printed Name)
JOHNSON

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

1. Article Addressed to:

APPLE SOCIAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8463 28

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0538

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C19 ☐ Agent
☐ Addressee

B. Received by (Printed Name)
JOHNSON

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

1. Article Addressed to:

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8462 81

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0576

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C19 ☐ Agent
☐ Addressee

B. Received by (Printed Name)
JOHNSON

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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.

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

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

9590 9402 5816 0034 8464 03

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0453

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOHNSON

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

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

1. Article Addressed to:

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8463 35

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0521

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

RDL RT #423

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

CV-19

11-4-20

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

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

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

9590 9402 5816 0034 8463 66

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0491

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOHNSON

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

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

1. Article Addressed to:

APPLE MID CAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

9590 9402 5816 0034 8462 74

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0583

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

RDL RT #423

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

CV-19

11-4-20

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

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

1. Article Addressed to:

APPLE SOCAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

9590 9402 5816 0034 8463 42

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0514

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOHNSON

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Exhibit 2

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

October 26, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/295>)

Subject: *Francisco Varguez v. Apple American Group LLC, et al.*

Dear PAGA Administrator:

This office represents Francisco Varguez in connection with his claims under the California Labor Code. Mr. Varguez was an employee of APPLE AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and/or WINECOUNTRY APPLE, LLC. For the purpose of this letter, Mr. Varguez collectively refers to these entities as “AAG.”

The employers may be contacted directly at the addresses below:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE AMERICAN GROUP II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE MID CAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE MID CAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE SOCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE SOCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

APPLE SOCAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Mr. Varguez intends to seek civil penalties, attorney's 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. Varguez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by AAG 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.

AAG employed Mr. Varguez as an hourly paid, non-exempt employee from approximately September 2008 to March 2020. Mr. Varguez worked for AAG as a Cook at its Applebee's restaurant located at 5800 Northgate Mall in San Rafael, California. During his employment, Mr. Varguez typically worked six (6) to eight (8) hours or more per day, five (5) days or more per week. At the time Mr. Varguez's employment with AAG ended, he earned approximately \$17.00-\$18.00 per hour. His job duties included, without limitation, preparing/cooking food and cleaning the kitchen.

AAG committed one or more of the following Labor Code violations against Mr. Varguez, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

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

APPLE AMERICAN GROUP LLC; APPLE AMERICAN GROUP II LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; and FLYNN RESTAURANT GROUP LLC are Delaware limited liability companies. APPLE NORCAL LLC and WINECOUNTRY

¹ These facts, theories, and claims are based on Mr. Varguez's experience and counsel's review of those records currently available relating to Mr. Varguez'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. Varguez 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.

APPLE, LLC are California limited liability companies, while FLYNN RESTAURANT GROUP LP is a Delaware limited partnership. Together, they are one of the largest Applebee's franchisees in the United States. AAG operates 460 Applebee's restaurants in 26 states (including at least 80 locations in California) and employs nearly 26,200 people. Upon information and belief, AAG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Independence, Ohio or San Francisco, California, for all non-exempt, hourly paid employees working for AAG in California, including Mr. Varguez and other aggrieved employees. At all relevant times, AAG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Varguez and other aggrieved employees, regardless of its location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

First, during the relevant period, AAG had, and continues to have, a company-wide policy of discouraging and impeding Mr. Varguez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. Mr. Varguez and other aggrieved employees were forced to work off-the-clock performing tasks outside of their scheduled shift times, but were not provided a means by AAG to account for this time. For example, Mr. Varguez and other aggrieved employees were asked by visiting management to assist with closing duties after they had clocked out and were unable to clock back in. Additionally, it was not possible for other aggrieved employees to complete these tasks on the clock because, on information and belief, AAG's timekeeping system would not permit other aggrieved employees to clock in any earlier than five (5) minutes before their scheduled shift start times, so they would work off-the-clock to start or complete these duties. At all times, Mr. Varguez and other aggrieved employees remained under the control of AAG. This off-the-clock work could have been recorded by AAG, but it refused to do so to avoid payment of additional wages to Mr. Varguez and other aggrieved employees.

Second, on information and belief, AAG had, and continues to have, a company-wide policy strictly staffing its restaurant locations based on the labor hours allocated by each restaurant's labor or payroll budget, which has resulted in, and continues to result in, chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Moreover, AAG had a practice of failing to schedule or provide meal periods at all, which further caused Mr. Varguez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this inadequate meal period coverage, Mr. Varguez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Varguez and other aggrieved employees were not scheduled for meal periods and frequently worked through them because there were not enough employees on duty to meet customer demands. Consequently, Mr. Varguez and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, AAG did not pay Mr. Varguez and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, AAG paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. For example, other aggrieved employees earned incentive pay and/or nondiscretionary bonuses appearing on their wage statements as "Bonus Other – Reg." However, in violation of the California Labor Code, AAG failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, AAG failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Varguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

As stated above, AAG systematically failed to pay Mr. Varguez and other aggrieved employees for actual hours worked after scheduled shifts, because these hours were not accurately recorded. Additionally, as set forth above, due to AAG's uniform practice of utilizing labor budgets, resultant understaffing, failure to schedule meal periods, and a lack of meal period coverage, Mr. Varguez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, AAG did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, AAG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, AAG regularly failed to pay at least minimum wages to Mr. Varguez 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. Varguez and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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, 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 (Cal. 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.

As set forth above, during the relevant time period, AAG had, and continues to have, a company-wide policy and/or practice of understaffing its restaurant locations due to labor budgeting, which resulted in a lack of adequate meal period coverage and prevented Mr. Varguez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, AAG had a practice of failing to schedule or provide meal periods at all, which further caused Mr. Varguez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Varguez and other aggrieved employees had to work through part or all of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, during his employment, Mr. Varguez was not scheduled for meal periods at all, and would subsequently work through his unpaid meal periods due to customer demand and lack of coverage.

In addition, during the relevant time period, Mr. Varguez and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Mr. Varguez worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Mr. Varguez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, AAG implemented a company-wide policy of requiring all employees, including Mr. Varguez and other aggrieved employees, to sign blanket meal period waivers. AAG took the position that non-exempt, hourly paid employees working six (6) hour shifts had waived their rights to take a 30-minute meal period on these particular shifts, for the entirety of their employment. AAG similarly took the

position that employees working in excess of ten (10) hours per day, but no more than twelve (12), had waived their right to a second 30-minute meal period, for the entirety of their employment. Specifically, AAG's "First Meal Period Waiver" and "Second Meal Period Waiver" provide that the waivers remain in effect until the employee provides written notice of his or her decision to revoke. AAG's imposition of the burden on employees to revoke the meal period waivers in writing discouraged and prevented Mr. Varguez and other aggrieved employees from taking meal periods. And AAG's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket second meal period waivers discouraged Mr. Varguez and other aggrieved employees from taking second meal periods.

In addition, 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 AAG requires employees to sign meal period waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because AAG's obligation to provide Mr. Varguez and other aggrieved employees with meal periods did not arise until AAG had employed them for a full five (5) hours.

AAG knew or should have known that as a result of its non-compliant policies and practices, that Mr. Varguez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. AAG further knew or should have known that it did not pay Mr. Varguez and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, AAG 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. Varguez and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that AAG did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, AAG did not pay other aggrieved employees at the correct rate of pay for premium wages because AAG systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AAG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Varguez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 516, 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 (3½) 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, 269-270 (2016).

During the relevant time period, AAG regularly failed to authorize and permit Mr. Varguez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AAG’s company-wide labor budget policies and resultant understaffing, prevented Mr. Varguez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. AAG’s management erroneously informed Mr. Varguez and other aggrieved employees that they were only entitled to one (1) rest period per shift, regardless of its length. Thus, AAG also failed to schedule rest periods, which, coupled with AAG’s failure to provide adequate rest period coverage, further led to Mr. Varguez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, AAG maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Varguez and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, AAG’s company-wide on-premises rest period policy prevented Mr. Varguez and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result, Mr. Varguez and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Varguez frequently worked through his shifts without taking his 10-minute rest periods due to the workload, the lack of coverage, and failure to schedule rest periods.

AAG also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that AAG did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, AAG did not pay other aggrieved employees at the correct rate of pay for premium wages because AAG failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AAG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Varguez and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. AAG has not provided Mr. Varguez 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 wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 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, AAG has knowingly and intentionally provided Mr. Varguez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AAG issued uniform wage statements to Mr. Varguez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, AAG violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because AAG did not record the time Mr. Varguez and other aggrieved employees spent working off-the-clock, AAG did not list the correct amount of gross wages and net wages earned by Mr. Varguez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, AAG failed to accurately list the total number of hours worked by Mr. Varguez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because AAG did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, AAG did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, AAG also failed to list the correct amount of net wages in violation of section 226(a)(5). AAG also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premium wages, in violation of section 226(a)(9). Also, in violation of section 226(a)(9), AAG failed to list the applicable hourly rates of pay in effect and the corresponding accurate number of hours worked at each hourly rate, in calculating other aggrieved employees' Bonus Profit Sharing overtime payments.

Third, and separate from these violations, AAG issued uniform wage statements to Mr. Varguez and other aggrieved employees that failed to correctly list the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Varguez's and other aggrieved employees' wage statements incorrectly list the employer as "APPLE AMERICAN GROUP LLC" but, according to the California Secretary of State's website, there is no such entity by that name. *See example paystub below.*



Apple American Group LLC
 6200 Oak Tree Boulevard, Suite 250
 Independence OH 44131 Tel: (216) 525-2775

Name	FRANCISCO VARGUEZ	Payment Date	03/17/2020
Personnel No.		Payroll Period	06.2020
Soc.Sec.No.		Pay Period Dates	02/26/2020 - 03/10/2020
Hire Dates (Original/Recent)		Payroll Area	Z4
Address		Home Location	21483-Northgate (2140013)

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 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 address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they 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 “[keep, 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), AAG willfully failed to maintain accurate payroll records for Mr. Varguez 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 Orders. 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, AAG failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Mr. Varguez and other aggrieved employees, in violation of section 1198. Furthermore, in light of AAG’s failure to provide Mr. Varguez and other aggrieved employees with second 30-minute meal periods to which they were entitled, AAG kept no records of meal start and end times for second meal periods.

Because AAG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Varguez 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. Varguez 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. Varguez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, AAG failed to pay Mr. Varguez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Varguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 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.

AAG willfully failed to pay Mr. Varguez and other aggrieved employees who are no longer employed by AAG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving AAG's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Varguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

AAG’s California restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. AAG could provide other aggrieved employees with a seat or stool at its host stands, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, AAG systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

AAG violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. AAG’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of AAG’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. AAG’s failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring AAG into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

As stated, AAG’s California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Mr. Varguez and other aggrieved employees during lulls in operation. AAG could provide Mr. Varguez and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Mr. Varguez and other aggrieved employees to stand throughout the day.

AAG did not provide Mr. Varguez and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Mr. Varguez and other aggrieved employees engaged in duties in which the nature of the work required standing, AAG denied them the use of seats nearby during lulls in their work duties. Moreover, AAG did not inform Mr. Varguez and other aggrieved employees of their rights to a seat or stool under California law.

As a result of AAG’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Mr. Varguez and other aggrieved employees were forced to stand during shifts and denied seats. AAG’s failure to provide suitable seating to Mr. Varguez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Mr. Varguez and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring AAG into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

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 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, AAG, on a company-wide basis, required other aggrieved employees to report to work wearing clean uniforms, including uniform shirts and hats emblazoned with AAG’s Applebee’s logo, while simultaneously failing to provide employees with an adequate number of those uniforms. This forced other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. Due to the nature of their work, other aggrieved employees’ uniforms would become

stained and/or acquire an unpleasant odor, and other aggrieved employees would be required to wash these uniforms multiple times per week.

AAG could have provided other aggrieved employees with the actual tools required for use on the job and an adequate number of uniforms and/or access to laundering services. Or, AAG could have reimbursed employees for their laundering costs. Instead, AAG passed these operating costs off onto other aggrieved employees. At all relevant times, other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, AAG 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. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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

Accordingly, Mr. Varguez 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Varguez, 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 AAG for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

This notice shall further serve as Mr. Varguez's reasonable attempt to settle his dispute with AAG prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform AAG of Mr. Varguez's aforementioned grievances and the proposed remedies as detailed below, while affording AAG a reasonable opportunity to satisfy Mr. Varguez's demands.

Demand is hereby made that AAG shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. AAG shall pay Mr. Varguez and all other aggrieved employees employed by AAG at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. AAG shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. AAG shall conduct a survey or interview all current and former aggrieved employees in California who worked for AAG in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for uniform maintenance expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. AAG shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. AAG also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. AAG shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for AAG's benefit, including, but not limited to, costs of uniform maintenance or laundering costs, as required by Labor Code section 2802.
6. AAG shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. AAG shall provide Mr. Varguez and all aggrieved employees employed by AAG at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. AAG shall implement and provide suitable seating to all aggrieved employees.
9. AAG shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. AAG shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Mao Shiokura', with a stylized flourish at the end.

Mao Shiokura

Copy: APPLE AMERICAN GROUP LLC (via U.S. Certified Mail); APPLE AMERICAN GROUP II LLC (via U.S. Certified Mail); APPLE MID CAL LLC (via U.S. Certified Mail); APPLE MID CAL II LLC (via U.S. Certified Mail); APPLE NORCAL LLC (via U.S. Certified Mail); APPLE SOCAL LLC (via U.S. Certified Mail); APPLE SOCAL II LLC (via U.S. Certified Mail); FLYNN RESTAURANT GROUP LP (via U.S. Certified Mail); FLYNN RESTAURANT GROUP LLC (via U.S. Certified Mail); WINECOUNTRY APPLE, LLC (via U.S. Certified Mail)



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1. Article Addressed to:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8466 01

2. Article Number (Transfer from service label)

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| ☒ Return Receipt (hardcopy) | \$ 2.80 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.92

Total Postage and Fees

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Varguez v. Apple
American Group
LLC

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one
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1000
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APPLE AMERICAN GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.42	
Total Postage and Fees \$ 7.72	
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9590 9402 5816 0034 8465 95

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☐ Addressee

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☐ Registered Mail Restricted Delivery

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☐ Signature ConfirmationTM

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one
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CA 90067

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SAN FRANCISCO, CA 94104



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SAN FRANCISCO, CA 94104



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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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one
AW APC
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CA 90067

APPLE AMERICAN GROUP II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



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INDEPENDENCE, OH 44131



9590 9402 5816 0034 8465 71

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- D. Is delivery address different from item 1? ☐ Yes
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CA 90067

APPLE MID CAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



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225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8465 64

2. Article Number (Transfer from service label)

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- ☐ Addressee

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.42	
Total Postage and \$ 7.72	
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2. Article Number (Transfer from service label) 7019 2280 0000 7398 6398
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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 ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
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SAN FRANCISCO, CA 94104



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1. Article Addressed to:

APPLE MID CAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8465 40

2. Article Number (Transfer from service label)

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- ☐ Addressee

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C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.92

Total Postage and Fees

\$ 7.72

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APPLE MID CAL II LLC

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Mid Cal II LLC

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

OFFICIAL USE

Certified Mail Fee
\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ <u>2.50</u>
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
\$ 1.42

Total Postage and Fees
\$ 7.72

Sent To
Street and Apt. No.
City, State, ZIP+4®

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Varguez v. Apple
Mid cal II LLC

PS Form 3800, 1

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8465 33

2. Article Number (Transfer from service label)

7019 2280 0000 7398 6411

PS Form 3811, July 2015 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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL®



7019 2280 0000 7398 6428

one
LAW APC
1000
Park East, Ste 1000
San Francisco, CA 94104

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

7019 2280 0000 7398 6428

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 \$ <u>3.50</u>	Postmark Here Varguez v. Apple Norcal LLC
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>2.50</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>1.42</u>	
Total Postage and Fees \$ <u>7.72</u>	
Sent To Apple NORCAL LLC Street and Apt. No., or PO Box No. <u>225 BUSH STREET, SUITE 1800</u> City, State, ZIP+4® <u>SAN FRANCISCO, CA 94104</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE NORCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8465 26

2. Article Number (Transfer from service label)

7019 2280 0000 7398 6428

PS Form 3811, July 2015 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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

one
LAW APC
1000
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7019 2280 0000 7398 6435

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE NORCAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8465 19

2. Article Number (Transfer from service label)

7019 2280 0000 7398 6435

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7019 2280 0000 7398 6435

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE NORCAL LLC

Street and Apt. No., or PO Box No.

6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4®

INDEPENDENCE, OH 44131

Postmark
Here

Varguez v. Apple
Norcal LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8465 02

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0323

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 0323

APPLE SOCAL LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

one
LAW APC
1000
Park East, Ste 1000
CA 90067

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.30
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.22

Sent To

APPLE SOCAL LLC

Street and Apt. No., or PO Box No.

225 BUSH STREET, SUITE 1800

City, State, ZIP+4®

SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
HereVarguez v. Apple
Socal LLC

7020 1810 0000 4166 0323

one
LAW APC
ary Park East, Ste 1000
S, CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 0330

APPLE SOCIAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCIAL LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 96

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0330

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.30
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCIAL LLC

Street and Apt. No., or PO Box No.

6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4®

INDEPENDENCE, OH 44131

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Varguez v. Apple
Social LLC

7020 1810 0000 4166 0330

CERTIFIED MAIL®



7020 1810 0000 4166 0347

one
LAW APC
1000
Park East, Ste 1000
San Francisco, CA 94106

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 89

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0347

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 1.30
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 6.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Varguez V. Apple
Socal II LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0347

CERTIFIED MAIL®



7020 1810 0000 4166 0354

one
AW APC
Park East, Ste 1000
CA 90067

APPLE SOCIAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCIAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 72

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0354

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

APPLE SOCIAL II LLC

Street and Apt. No., or PO Box No.

6200 OAK TREE BLVD., SUITE 250

City, State, ZIP+4®

INDEPENDENCE, OH 44131

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Varguez v. Apple
Social II, LLC

7020 1810 0000 4166 0354

CERTIFIED MAIL®



7020 1810 0000 4166 0361

one
LAW APC

City Park East, Ste 1000
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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 65

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0361

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

Postmark
Here

Varguez v. Flynn
Restaurant Group
LP

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0361

CERTIFIED MAIL®



7020 1810 0000 4166 0378

one
AW APC
y Park East, Ste 1000
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.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 58

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0378

PS Form 3811, July 2015 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? If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7020 1810 0000 4166 0378

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$1.42

Total Postage and Fees

\$7.72

Sent To

FLYNN RESTAURANT GROUP LP
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Varguez v. Flynn
Restaurant Group
LP

CERTIFIED MAIL®



7020 1810 0000 4166 0385

one
LAW APC
ary Park East, Ste 1000
s, CA 90067

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 41

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0385

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee

X

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

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7020 1810 0000 4166 0385

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
\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage
\$ 1.42

Total Postage and Fees
\$ 7.72

Sent To

Postmark
Here

Varguez v. Flynn
Restaurant Group
LLC

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104

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

CERTIFIED MAIL®



7020 1810 0000 4166 0392

one
LAW APC
ary Park East, Ste 1000
s, CA 90067

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 34

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0392

PS Form 3811, July 2015 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

FLYNN RESTAURANT GROUP LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

Postmark
Here

Varguez v. Flynn
Restaurant Group
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 4166 0392

CERTIFIED MAIL®



7020 1810 0000 4166 0408

one
LAW APC
1000
Park East, Ste 1000
San Francisco, CA 90067

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 27

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0408

PS Form 3811, July 2015 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
- ☐ Insured Mail (over \$500)
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

WINECOUNTRY APPLE, LLC

Street and Apt. No., or P.O. Box No.

225 BUSH STREET, SUITE 1800

City, State, ZIP+4®

SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Varguez V.
Wine country Apple, LLC

7020 1810 0000 4166 0408

one
LAW APC
ary Park East, Ste 1000
s, CA 90067



7020 1810 0000 4166 0415

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131

7020 1810 0000 4166 0415

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 \$ 3.50	Postmark Here Varguez v. Winecountry Apple, LLC
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.80	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.42	
Total Postage and Fees \$ 7.72	
Sent To WINECOUNTRY APPLE, LLC Street and Apt. No., or PO Box No. 6200 OAK TREE BLVD., SUITE 250 City, State, ZIP+4® INDEPENDENCE, OH 44131	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8464 10

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0415

PS Form 3811, July 2015 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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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

1. Article Addressed to:

FLYNN RESTAURANT GROUP LP
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 65

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0361

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE SOCAL II LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 89

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0347

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FLYNN RESTAURANT GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 41

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0385

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

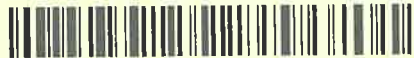
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE MID CAL II LLC
6200 OAK TREE BLVD., SUITE 250
INDEPENDENCE, OH 44131



9590 9402 5816 0034 8465 33

2. Article Number (Transfer from service label)

7019 2280 0000 7398 6411

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C 19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

JOHNSON

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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <u>CV-19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>RT 423</u> C. Date of Delivery
1. Article Addressed to: APPLE MID CAL II LLC 225 BUSH STREET, SUITE 1800 SAN FRANCISCO, CA 94104	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8465 40	3. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7019 2280 0000 7398 6404	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <u>CV-19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>RT 423</u> C. Date of Delivery
1. Article Addressed to: APPLE AMERICAN GROUP II LLC 225 BUSH STREET, SUITE 1800 SAN FRANCISCO, CA 94104	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8465 88	3. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7019 2280 0000 7398 6367	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <u>CV-19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>RT 423</u> C. Date of Delivery
1. Article Addressed to: APPLE MID CAL LLC 225 BUSH STREET, SUITE 1800 SAN FRANCISCO, CA 94104	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8465 64	3. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7019 2280 0000 7398 6381	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X C19 ☐ Agent ☐ Addressee
1. Article Addressed to: FLYNN RESTAURANT GROUP LP 6200 OAK TREE BLVD., SUITE 250 INDEPENDENCE, OH 44131	B. Received by (Printed Name) JOJO C. Date of Delivery
2. Article Number (Transfer from service label) 7020 1810 0000 4166 0378	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8464 58	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X CV-19 ☐ Agent ☐ Addressee
1. Article Addressed to: APPLE SOCAL LLC 225 BUSH STREET, SUITE 1800 SAN FRANCISCO, CA 94104	B. Received by (Printed Name) RT 423 C. Date of Delivery
2. Article Number (Transfer from service label) 020 1810 0000 4166 0323	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8465 02	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

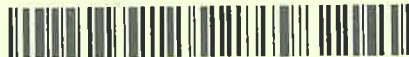
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X CV-19 ☐ Agent ☐ Addressee
1. Article Addressed to: APPLE NORCAL LLC 225 BUSH STREET, SUITE 1800 SAN FRANCISCO, CA 94104	B. Received by (Printed Name) RT 423 C. Date of Delivery
2. Article Number (Transfer from service label) 7019 2280 0000 7398 6428	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 5816 0034 8465 26	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

APPLE AMERICAN GROUP LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8466 01

2. Article Number (Transfer from service label)

7019 2280 0000 7398 6343

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RDL RT#423 ☒ Agent
☐ Addressee

B. Received by (Printed Name)

CV-19

C. Date of Delivery

11-5-20

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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

1. Article Addressed to:

WINECOUNTRY APPLE, LLC
225 BUSH STREET, SUITE 1800
SAN FRANCISCO, CA 94104



9590 9402 5816 0034 8464 27

2. Article Number (Transfer from service label)

7020 1810 0000 4166 0408

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RDL RT#423 ☐ Agent
☐ Addressee

B. Received by (Printed Name)

CV-19

C. Date of Delivery

11-5-20

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt