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Attorneys for Plaintiff JOSE CAMACHO
and all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSE CAMACHO, an individual, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

APPLE AMERICAN GROUP II, LLC, a
Delaware Limited Liability Company; APPLE
AMERICAN GROUP 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
MID CAL III LLC, a Delaware Limited
Liability Company; APPLE MID CAL IV
LLC, a Delaware Limited Liability Company;
APPLE MID CAL V LLC, a Delaware
Limited Liability Company; APPLE MID
CAL VI 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 GROUP LP, a Delaware Limited
Partnership; FLYNN RESTAURANT
GROUP LP, a Delaware Limited Partnership;
FLYNN RESTAURANT GROUP LLC, a
Delaware Limited Liability Company;
WINECOUNTRY APPLE, LLC, a Delaware
Limited Liability Company; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 25STCV10186

**FIRST AMENDED CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO REMIT ALL GRATUITIES;**
- (6) FAILURE TO PAY ALL WAGES UPON
SEPARATION;**
- (7) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (8) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES;**
- (9) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, *ET SEQ.*; AND**
- (10) CIVIL PENALTIES FOR VIOLATIONS
OF LABOR CODE, PURSUANT TO
CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, *ET
SEQ.***

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

06/09/2025

David W. Styblo, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of APPLEBEE’S—in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present (“Class Period”), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present (“PAGA Period”).

mass and representative action

2. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who work or worked for Defendants in California as non-exempt, hourly employees and who received at least one wage statement during their employment, and against whom one or more violations of any

1 provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days
2 of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set
3 forth in this complaint (“Aggrieved Employees”), at any time between one year and 65 days prior to the
4 filing of this amended complaint (i.e., January 29, 2024) until judgment (the “PAGA Period”). Plaintiff’s
5 share of civil penalties sought in this action does not exceed \$75,000.

6 3. Defendants are operating dozens of restaurant franchise locations doing business as
7 “APPLEBEE’S” throughout California, each location of which offers patrons a casual dining atmosphere
8 as well as catering, pick-up/to-go orders, whether placed online, on the phone, or in person.

9 4. Defendants’ policy and practice is to deny earned wages, including premium and overtime
10 pay, to their nonexempt employees in California. Defendants do not provide their employees with legally
11 compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants
12 require their employees to be present and to perform work uncompensated in excess of eight hours per
13 day and/or 40 hours per work week by mandating that these employees perform various forms of
14 compensable work off-the-clock including, but not limited to, (1) performing work during meal periods
15 while (a) being clocked out or (b) being clocked in but having their 30-minute meal period time auto-
16 deducted, and (2) continuing to perform work at the end of their shifts after clocking out in the form of
17 being locked in the restaurant, unable to leave until the supervisor unlocked the front door for all to leave
18 at the same time. Likewise, Defendants do not provide minimum wages and overtime pay for this off-
19 the-clock time. These off-the-clock waiting periods exist for the sole benefit of Defendants and occurred
20 frequently and regularly at Defendants’ locations throughout California. This illegal practice has been
21 in effect by Defendants since at least the start of the Class Period.

22 5. Moreover, Defendants fail to timely compensate employees for all wages earned and fail
23 to properly and accurately calculate minimum wages and overtime wages and report wages earned, hours
24 worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of himself and other
25 hourly, nonexempt employees of Defendants to recover unpaid wages, overtime compensation, unpaid
26 gratuities, penalties, interest, injunctive relief, damages, and reasonable attorneys’ fees and costs.

27 6. Defendants’ deliberate failure to pay their hourly, nonexempt employees their earned
28 wages and overtime compensation violates the California Labor Code and California’s Unfair

1 Competition Law, codified under California's Business & Professions Code.

2 7. Defendants failed to remit all gratuities to Plaintiffs and Class Members during the Class
3 Period. Plaintiffs are informed and believe, and thereon allege, that Defendants engaged in improper
4 gratuities withholding practices by reducing the total tips collected by the amount of the credit card
5 transaction fees assessed on those credit card gratuities patrons left for Plaintiffs and Class Members.

6 8. Defendants and the respective counties' health departments, including the Environmental
7 Health Division of the Los Angeles County Department of Public Health required Plaintiff and Class
8 Members to wear disposable food preparation gloves yet Defendants failed to provide Plaintiff and Class
9 Members these gloves. So, Plaintiff and Class Members purchased their own disposable food preparation
10 gloves to use during their shifts. Correspondingly, Defendants failed to reimburse Plaintiff and Class
11 Members for unreimbursed business expenses for these disposable food preparation gloves and other
12 supplies, which were required to carry out their duties.

13 9. Defendants required Plaintiff and Class Members to wear uniforms but provided Plaintiff
14 and Class Members with too few uniforms, such that they were insufficient to last the entire work week
15 without having to do extra loads of laundry just to wash their uniforms. As such, Plaintiff and Class
16 Members incurred business-related expenses to do extra loads of laundry to wash their uniforms on behalf
17 of Defendants. Correspondingly, Defendants failed to reimburse Plaintiff and Class Members for
18 unreimbursed business expenses for these additional loads of laundry, which were required to carry out
19 their duties.

20 10. Plaintiff brings a class action under the California Code of Civil Procedure section 382
21 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for
22 failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid
23 minimum wages including for work performed off the clock; unpaid overtime wages; failing to remit all
24 gratuities; failing to pay all wages owed upon separation; failing to provide timely, accurate wage
25 statements; failing to reimburse all necessary, business-related expenses; and other related penalties and
26 damages under the California Labor Code and California Business & Professions Code.

27 **II. JURISDICTION AND VENUE**

28 11. This Court has jurisdiction over this matter because Defendants are licensed to do

business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

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

13. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

14. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

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

III. PARTIES

16. Plaintiff JOSE CAMACHO (“Plaintiff” or “CAMACHO”) is or was a resident of Long Beach, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee for about 1.3 years from approximately June 23, 2023 to October 7, 2024 in the positions of Chef and Cleaner. During his employment, Plaintiff worked at Defendants’ location in Los Angeles County, California

1 located at 12129 Imperial Highway, Norwalk, California 90650. Plaintiff typically worked five (5)
2 days per week for eight (8) or more hours per day and at least about forty (40) hours per week. At the
3 time of his separation, Plaintiff was earning an hourly wage of \$19.50 per hour plus pooled gratuities as
4 a Chef and \$17.50 per hour as a Cleaner.

5 17. Defendant APPLE AMERICAN GROUP II, LLC is doing business as Applebee's and
6 is, on information and belief, a Delaware Limited Liability Company with dozens of operations in
7 California, including Plaintiff's location at 12129 Imperial Highway, Norwalk, California 90650, with
8 its principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and at all
9 times hereinafter mentioned, are operating multiple restaurant franchise locations doing business as
10 Applebee's throughout California, each location of which offers patrons a casual dining atmosphere as
11 well as catering, pick-up/to-go orders, whether placed online, on the phone, or in person. Defendant
12 APPLE AMERICAN GROUP II, LLC is, on information and belief, one of the franchisees operating
13 under franchisee operator Defendant FLYNN GROUP LP.

14 18. Defendant APPLE AMERICAN GROUP LLC is doing business as Applebee's and is,
15 on information and belief, a Delaware Limited Liability Company doing business in California, with its
16 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
17 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
18 franchise locations also doing business as Applebee's throughout California. Defendant APPLE
19 AMERICAN GROUP LLC is, on information and belief, one of the franchisees operating under
20 franchisee operator Defendant FLYNN GROUP LP.

21 19. Defendant APPLE MID CAL LLC is doing business as Applebee's and is, on
22 information and belief, a Delaware Limited Liability Company doing business in California, with its
23 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
24 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
25 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
26 CAL LLC is, on information and belief, one of the franchisees operating under franchisee operator
27 Defendant FLYNN GROUP LP.
28

1 20. Defendant APPLE MID CAL II LLC is doing business as Applebee's and is, on
2 information and belief, a Delaware Limited Liability Company doing business in California, with its
3 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
4 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
5 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
6 CAL II LLC is, on information and belief, one of the franchisees operating under franchisee operator
7 Defendant FLYNN GROUP LP.

8 21. Defendant APPLE MID CAL III LLC is doing business as Applebee's and is, on
9 information and belief, a Delaware Limited Liability Company doing business in California, with its
10 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
11 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
12 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
13 CAL III LLC is, on information and belief, one of the franchisees operating under franchisee operator
14 Defendant FLYNN GROUP LP.

15 22. Defendant APPLE MID CAL IV LLC is doing business as Applebee's and is, on
16 information and belief, a Delaware Limited Liability Company doing business in California, with its
17 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
18 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
19 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
20 CAL IV LLC is, on information and belief, one of the franchisees operating under franchisee operator
21 Defendant FLYNN GROUP LP.

22 23. Defendant APPLE MID CAL V LLC is doing business as Applebee's and is, on
23 information and belief, a Delaware Limited Liability Company doing business in California, with its
24 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
25 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
26 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
27 CAL V LLC is, on information and belief, one of the franchisees operating under franchisee operator
28 Defendant FLYNN GROUP LP.

1 24. Defendant APPLE MID CAL VI LLC is doing business as Applebee's and is, on
2 information and belief, a Delaware Limited Liability Company doing business in California, with its
3 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
4 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
5 franchise locations also doing business as Applebee's throughout California. Defendant APPLE MID
6 CAL VI LLC is, on information and belief, one of the franchisees operating under franchisee operator
7 Defendant FLYNN GROUP LP.

8 25. Defendant APPLE NORCAL LLC is doing business as Applebee's and is, on
9 information and belief, a Delaware Limited Liability Company doing business in California, with its
10 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
11 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
12 franchise locations also doing business as Applebee's throughout California. Defendant APPLE
13 NORCAL LLC is, on information and belief, one of the franchisees operating under franchisee operator
14 Defendant FLYNN GROUP LP.

15 26. Defendant APPLE SOCAL LLC is doing business as Applebee's and is, on information
16 and belief, a Delaware Limited Liability Company doing business in California, with its principal place
17 of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens of operations in
18 California and at all times hereinafter mentioned, is operating dozens of restaurant franchise locations
19 also doing business as Applebee's throughout California. Defendant APPLE SOCAL LLC is, on
20 information and belief, one of the franchisees operating under franchisee operator Defendant FLYNN
21 GROUP LP.

22 27. Defendant APPLE SOCAL II LLC is doing business as Applebee's and is, on
23 information and belief, a Delaware Limited Liability Company doing business in California, with its
24 principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens
25 of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant
26 franchise locations also doing business as Applebee's throughout California. Defendant APPLE SOCAL
27 II LLC is, on information and belief, one of the franchisees operating under franchisee operator
28 Defendant FLYNN GROUP LP.

28. Defendant FLYNN GROUP LP is doing business as Applebee's and is, on information and belief, a Delaware Limited Partnership doing business in California, with its principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and headquarters at 6200 Oak Tree Blvd., Ste. 250 Independence, Ohio 44131 and dozens of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant franchise locations also doing business as Applebee's throughout California. Defendant FLYNN GROUP LP is, on information and belief, the franchisee operator.

29. Defendant FLYNN RESTAURANT GROUP LP is doing business as Applebee's and is, on information and belief, a Delaware Limited Partnership doing business in California, with its principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and headquarters at 6200 Oak Tree Blvd., Ste. 250 Independence, Ohio 44131 and dozens of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant franchise locations also doing business as Applebee's throughout California. Defendant FLYNN RESTAURANT GROUP LP is, on information and belief, the franchisee operator.

30. Defendant FLYNN RESTAURANT GROUP LLC is doing business as Applebee's and is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and headquarters at 6200 Oak Tree Blvd., Ste. 250 Independence, Ohio 44131 and dozens of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant franchise locations also doing business as Applebee's throughout California. Defendant FLYNN RESTAURANT GROUP LLC is, on information and belief, the franchisee operator.

31. Defendant WINECOUNTRY APPLE, LLC is doing business as Applebee's and is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at 225 Bush Street, Suite 1800, San Francisco, California 94104 and dozens of operations in California and at all times hereinafter mentioned, is operating dozens of restaurant franchise locations also doing business as Applebee's throughout California. Defendant WINECOUNTRY APPLE, LLC is, on information and belief, one of the franchisees operating under franchise operator Defendant FLYNN GROUP LP.

32. Each of the entities named in this suit, APPLE AMERICAN GROUP II, LLC; APPLE AMERICAN GROUP LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE MID CAL III LLC; APPLE MID CAL IV LLC; APPLE MID CAL V LLC; APPLE MID CAL VI LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN GROUP LP; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and WINECOUNTRY APPLE, LLC, are doing business as “APPLEBEE’S” and are collectively referred to herein as APPLEBEE’S or “Defendants.”

33. Defendants created the policies and procedures described herein and, at all times during the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

34. The practices and policies complained of by way of this Complaint are enforced throughout the State of California, including in Los Angeles County, California.

35. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is informed and believes that said Defendants are legally responsible for the conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

36. At all times relevant herein, Defendants are doing business as Applebee’s and are

operating multiple restaurant franchise locations known as Applebee's throughout California, each location of which offers patrons a casual dining atmosphere as well as catering, pick-up/to-go orders, whether placed online, on the phone, or in person.

37. Upon information and belief, Defendants are doing business as Applebee's and are each organized in Delaware and maintain their corporate headquarters, including Human Resources in San Francisco, California or else Independence, Ohio. Upon information and belief, Defendants APPLEBEE'S maintain a single, centralized Human Resources ("HR") department at their operations headquarters in San Francisco, California or else Independence, Ohio, which is responsible for conducting Defendants' recruiting and hiring of new employees, as well as communicating and implementing Defendants' company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees' assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department located in San Francisco, California or else Independence, Ohio.

38. Upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' operations headquarters in San Francisco, California.

39. At all relevant times, Defendants have been, and continue to be, a "person" as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

40. At all times relevant herein, Plaintiff was employed by Defendants as an hourly, nonexempt employee in the positions of Chef and Cleaner in California during the Class Period.

41. At all times relevant herein, Plaintiff and Class Members were assigned to and required and permitted to work without pay while performing tasks including, but not limited to: greeting and seating guests; taking customers' orders; running food and drinks to customers; pre-bussing and bussing tables; processing customers' payments; customer service; training new employees; food preparation and cooking per customer tickets; food service; washing dishes, utensils, and kitchen tools; cleaning the kitchen, workstations, windows, bar, bathrooms, and dishwasher; and taking out the trash. Plaintiff and Class Members were not properly compensated for some of this work.

42. At all times relevant herein, Plaintiff and Class Members worked a substantial amount of time while off-the-clock—meaning they were not punched in for work or their hours were reduced—and therefore, those working hours were not compensated. This off-the-clock time primarily occurred because (1) Defendants auto-deducted 30 minutes for meal periods that Plaintiff and Class Members never actually took; and (2) after clocking out at the end of their shifts, Plaintiff and Class Members had to wait for 10-15 minutes inside the locked restaurant so that all employees could leave at the same time once the door was unlocked. So, in those instances, Plaintiff and Class Members performed compensable work off the clock that was never subsequently added and, therefore, remains uncompensated.

43. At all times relevant herein, Plaintiff and Class Members were required to perform work during their meal periods due to Defendants' understaffing policies and practices such that Plaintiff and Class Members not able to take their meal periods or caused them to be interrupted and return to work, thereby cutting into their 30-minute meal periods or else caused them to start after the end of the fifth hour. Furthermore, Plaintiff and Class Members did not clock out for meal periods, and Defendants auto-deducted 30-minutes for meal periods from Plaintiff's and Class Members' total hours worked. Defendants do not compensate Plaintiff and Class Members for this compensable time worked off the clock nor for noncompliant meal periods.

44. Likewise, at all times relevant herein, Plaintiff and Class Members were required to perform work during their rest breaks and missed their entire rest breaks or could not take the entire 10-minutes for their rest breaks, because of lack of available staff to relieve Plaintiff and Class Members. Defendants do not compensate Plaintiff and Class Members for their noncompliant rest breaks.

1 45. Likewise, at all times relevant herein, Plaintiff and Class Members' meal periods and rest
2 breaks were noncompliant because they were not off-duty because Plaintiff and Class Members missed
3 their meal periods and rest breaks entirely or else were required to respond to interruptions requiring
4 them to return to work early to handle time-sensitive issues that arose while they were on their meal
5 periods and rest breaks. These meal periods and rest breaks were noncompliant and not cured by
6 premium compensation, and the meal periods were also not compensated or if compensated, not at the
7 regular rate of pay, for purposes of Defendants' obligation to pay minimum wages for all hours worked.

8 46. At all times relevant herein, Plaintiff and Class Members were assigned to and required
9 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
10 length 30-minute, uninterrupted, off-duty meal periods. Accordingly, Plaintiff's and Class Members'
11 meal periods were on-duty for which Defendants failed to compensate Plaintiff and Class Members with
12 both (1) premium pay for meal periods under 30 minutes and (2) the time worked that was on-duty
13 during these meal periods.

14 47. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without
15 a second 30-minute meal period, despite not signing valid meal period waivers.

16 48. At all times relevant herein, Plaintiff and Class Members were assigned to and required
17 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
18 net 10-minute rest breaks during each shift or 4-hour work period.

19 49. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class
20 Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants
21 and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their
22 entire 10-minute rest breaks. Accordingly, all rest breaks were noncompliant for which Defendants
23 should have compensated Plaintiff and Class Members with premium pay for noncompliant rest breaks
24 but failed to do so.

25 50. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours
26 per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of
27 eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime
28 by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants

1 failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular
2 rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants
3 also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess
4 of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day
5 of work in a workweek.

6 51. During the Class Period, Defendants require their hourly, nonexempt employees to
7 perform compensable work while off the clock, including performing compensable work during their
8 meal periods and also at the end of their shifts because Plaintiff and Class Members were locked in the
9 restaurant and had to wait for a supervisor to unlock the door so everyone could leave together at the
10 same time. Plaintiff and Class Members did not clock out for their meal periods, however, upon
11 information and belief, Defendants auto-deducted 30 minutes each shift from Plaintiff's and Class
12 Members' total hours worked, and, therefore, did not pay Plaintiff and Class Members for those hours
13 worked during meal periods or at the end of their shifts. Accordingly, during the Class Period,
14 Defendants did not provide minimum wages and overtime pay for this time worked off-the-clock that
15 Plaintiff and the Class endured for the benefit of Defendants.

16 52. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount
17 of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all
18 hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly,
19 nonexempt employees should be, but were not compensated for, both straight hours and overtime hours
20 worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first
21 eight hours worked on the seventh consecutive day of work in a workweek.

22 53. Supervisors employed by Defendants, including at Plaintiff's location, had knowledge of
23 and required Plaintiff to perform compensable work during meal periods and post-shift. Supervisors
24 throughout California were aware that Plaintiff and others similarly situated were performing work
25 during these times without proper wages or overtime compensation.

26 54. In light of Defendants' failure to record employees' off-the-clock time that employees
27 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
28 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,

1 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
2 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
3 and all rates in effect during the pay period.

4 55. At all times relevant herein, the same unlawful practices and procedures described above
5 affect hourly, nonexempt workers of Defendants employed in California.

6 56. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all
7 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
8 accordance with law and, because Class Members were not compensated for time worked during meal
9 periods, for shifts worked over eight hours in duration, Defendants also did not pay nonexempt
10 employees all overtime wages in accordance with law.

11 57. Upon information and belief, Defendants engaged in improper tip withholding practices
12 by reducing the gratuities collected by the amount credit card companies assessed to Defendants on
13 those particular transactions. Accordingly, Plaintiff and Class Members did not receive the full amount
14 of gratuities that they earned.

15 58. At all times relevant herein, Defendants willfully failed to timely pay Plaintiff's and Class
16 Members who are no longer employed by Defendants Plaintiff's and Class Members' uncompensated
17 hours, meal period premiums, rest break premiums, and any accrued paid time off upon their termination
18 or separation from employment as required by California Labor Code sections 201 and 202.

19 59. At all times relevant herein, Defendants and the respective counties' health departments,
20 including the Environmental Health Division of the Los Angeles County Department of Public Health
21 required Plaintiff and Class Members to wear disposable food preparation gloves yet Defendants failed
22 to provide Plaintiff and Class Members these gloves. So, Plaintiff and Class Members purchased their
23 own disposable food preparation gloves to use during their shifts. Additionally, Defendants required
24 Plaintiff and Class Members to wear uniforms, however, Defendants did not provide Plaintiff and Class
25 Members enough uniforms to last throughout the entire workweek, so Plaintiff and Class Members had
26 to do extra loads of laundry they would not have ordinarily had to do. These extra loads of laundry cause
27 Plaintiff and Class Members to incur extra expenses for laundry for which Defendants did not reimburse
28 Plaintiff and Class Members. Correspondingly, Defendants failed to reimburse Plaintiff and Class

Members for unreimbursed business expenses for these disposable food preparation gloves and other supplies and for laundering uniforms, which were required to carry out their duties.

60. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the Class for failing to pay minimum wages; failing to pay overtime wages; failing to pay all wages owed every pay period; failing to pay all wages owed upon separation; failing to provide timely and accurate wage statements; failing to reimburse all necessary, business-related expenses; and unfair competition.

61. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code section 2699.3. By letter dated January 29, 2025 and amended letter dated April 4, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS

62. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under Defendants' unlawful employment practices as alleged herein.

63. Plaintiff brings his first through ninth causes of action on behalf of himself and on behalf of the following Class¹ of persons defined as:

All current and former hourly non-exempt employees of APPLE AMERICAN GROUP II, LLC; APPLE AMERICAN GROUP LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE MID CAL III LLC; APPLE MID CAL IV LLC; APPLE MID CAL V LLC; APPLE MID CAL VI LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN GROUP LP; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; and WINECOUNTRY APPLE, LLC, which are each doing business as APPLEBEE'S, in California at any time during the Class Period through the present.

¹ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description with greater particularity or further division into subclasses or limitation to particular issues.

64. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

65. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' locations in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

66. Predominant Common Questions of Law and Fact. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

- a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;
- c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;
- d. Whether Defendants have engaged in a common course of requiring or permitting their hourly, nonexempt employees to not report all hours worked during the Class Period;
- e. Whether Defendants have engaged in a common course of failing to maintain true and accurate time records for all hours worked by their nonexempt employees;
- f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff and members of the Class who worked as hourly, nonexempt employees in California during the Class Period;

- 1 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and Class Members
2 who worked as hourly, nonexempt employees in California during the Class Period from
3 taking full-length off-duty, 30-minute meal periods by imposing unreasonable time
4 windows/work schedules that required Plaintiff and Class Members to forgo meal periods to
5 complete their daily-assigned jobs on time;
- 6 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
7 of the Class who worked as hourly, nonexempt employees in California during the Class
8 Period from taking full-length off-duty, 30-minute meal periods for their second meal periods
9 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
10 periods were not waived by mutual consent;
- 11 i. Whether Defendants engaged in a pattern or practice of failing to properly record the start and
12 stop times that Plaintiff and Class Members took their meal periods;
- 13 j. Whether Defendants engaged in a pattern or practice of failing to properly compensate
14 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
15 California during the Class Period for missed, untimely, or on-duty meal periods as required
16 by California law;
- 17 k. Whether Defendants violated section 11 of the applicable California Industrial Welfare
18 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the
19 Class who worked as hourly, nonexempt employees in California during the Class Period with
20 timely, off-duty, 30-minute meal periods;
- 21 l. Whether Defendants engaged in an unfair practice and violated California Business and
22 Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of
23 the Class who worked as hourly, nonexempt employees in California during the Class Period
24 with their statutory, off-duty, meal periods;
- 25 m. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods
26 taken by Plaintiff and members of the Class during the Class Period in accordance with section
27 7 of the applicable IWC Wage Order(s);
- 28

- 1 n. Whether Defendants engaged in a pattern or practice of failing to properly compensate
2 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
3 California during the Class Period for failing to provide full-length 10-minute rest breaks as
4 contemplated by California law for work periods in excess of four hours;
- 5 o. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
6 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute,
7 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
8 hours;
- 9 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
10 overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- 11 q. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
12 double time for hours worked in excess of 12 hours in a day;
- 13 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
14 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked
15 in excess of eight hours in a day;
- 16 s. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
17 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight
18 hours worked in a day on the seventh consecutive day in a workweek and double time for all
19 hours worked in excess of eight hours on such days;
- 20 t. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
21 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
22 members of the Class to perform for the benefit of Defendants;
- 23 u. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
24 to Plaintiffs and members of the Class that failed to accurately state the total hours worked
25 and therefore, the total gross and net wages owed, to the detriment of Plaintiffs and the Class;
- 26 v. Whether Defendants violated Labor Code section 351 by retaining a portion of gratuities
27 patrons paid by credit card so as to cover the associated credit card transaction fees instead of
28

- 1 disbursing the full amount of gratuity owed to Plaintiffs and the Class throughout the Class
2 Period;
- 3 w. Whether Defendants violated Labor Code section 351 by disbursing any portion of gratuities
4 patrons paid to Plaintiffs and the Class throughout the Class Period
- 5 x. Whether Defendants violated Labor Code sections 201, 202, and 203 by engaging in a
6 common course of failing to timely pay nonexempt employees all wages due upon separation;
- 7 y. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
8 statements to Plaintiff and members of the Class that failed to include payments for missed,
9 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 10 z. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
11 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
12 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
- 13 aa. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
14 Plaintiff and Class Members for all necessary business-related expenses they incurred;
- 15 bb. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
- 16 cc. The nature and extent of class-wide injury and the measure of damages for the injury.

17 67. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
18 members of the Class working for Defendants in California, was subjected to Defendants' policies and
19 practices of refusing to properly and fully pay minimum wages, overtime wages, meal period and rest
20 break premiums, failing to remit all gratuities, failing to pay all wages owed upon separation, failing to
21 issue accurate wage statements, and failing to reimburse necessary, business-related expenses in violation
22 of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class
23 members who worked for Defendants in California.

24 68. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of
25 the Class because his individual interests are consistent with and not antagonistic to the interests of the
26 Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute
27 this case as a class action and are experienced labor and employment attorneys who have successfully
28 litigated other cases involving similar issues.

69. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 5-2001, § 11

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

71. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

72. IWC Wage Order No. 5-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

73. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period

1 per day of the employee is no more than six hours, the meal period may be waived by mutual consent of
2 both the employer and employee. An employer may not employ an employee for a work period of more
3 than 10 hours per day without providing the employee with a second meal period of not less than 30
4 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be
5 waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

6 74. Defendants did not provide Plaintiff and other Class Members with legally compliant, off-
7 duty meal periods, because Plaintiff and other Class Members were required to skip their entire meal
8 periods or else had to respond to interruptions that then required Plaintiff and other Class Members to
9 return to work early from their meal periods.

10 75. Defendants also did not schedule second meal periods and had no policy for permitting
11 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
12 worked in excess of 10 hours in one day. Because of Defendants’ companywide practice of denying
13 hourly, nonexempt employees second 30-minute meal periods, Plaintiff and other Class Members were
14 not relieved of all duties such that they could take full-length second 30-minute meal periods and instead
15 had to work during a portion of that time allotted for meal periods. Accordingly, Defendants failed to
16 provide all meal periods in violation of California Labor Code sections 226.7 and 512. Defendants knew
17 or should have known that their companywide adoption of the requirement that employees skip their
18 meal period without executing waivers to do so would result in a failure to provide Plaintiff and other
19 Class Members with full and timely meal periods as required by the applicable IWC Wage Order(s) and
20 Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign
21 valid meal period waivers on days that they were entitled to meal periods but were not relieved of all
22 duties.

23 76. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
24 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
25 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other
26 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
27 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
28 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium

1 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed
2 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
3 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

4 77. By their actions in requiring their employees to work during a portion of their meal periods
5 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty
6 meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC
7 Wage Order No. 5-2001 and is liable to Plaintiff and the Class.

8 78. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived
9 of timely, off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and
10 section 11 of IWC Wage Order No. 5-2001, in the amount of one additional hour of pay at the employee's
11 regular rate of pay for each work period during each day in which Defendants failed to provide their
12 hourly, nonexempt employees with timely, statutory, off-duty meal periods.

13 **VII. SECOND CAUSE OF ACTION**

14 **Failure to Provide Rest Breaks**

15 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;**

16 **IWC Wage Order No. 5-2001, § 12**

17 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

18 79. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
19 as if fully set forth herein.

20 80. California Labor Code section 226.7(a) provides, "No employer shall require any
21 employee to work during any meal or rest period mandated by an applicable order of the Industrial
22 Welfare Commission."

23 81. IWC Wage Order No. 5-2001, section (12)(A) provides, in pertinent part: "Every
24 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
25 be in the middle of each work period. The authorized rest period time shall be based on the total hours
26 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
27 However, a rest period need not be authorized for employees whose total daily work times is less than
28 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which

1 there shall be no deduction from wages.”

2 82. IWC Wage Order No. 5-2001, section (12)(B) provides, “If an employer fails to provide
3 an employee with a rest period in accordance with the applicable provisions of this order, the employer
4 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
5 workday that the rest period is not provided.”

6 83. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during
7 the Class Period. Plaintiff and members of the Class were routinely required to work during their entire
8 rest breaks at the direction of Defendants and/or with Defendants’ knowledge and acquiescence.

9 84. Furthermore, as with meal periods, Defendants’ understaffing and job-assignment policies
10 required employees to forgo their 10-minute rest breaks, entirely preventing Plaintiff and Class Members
11 from being relieved of all duty in order to take compliant rest breaks; these practices forced Plaintiff and
12 other Class Members to remain on duty for part of, if not all of, their rest breaks, meaning they did not
13 receive net 10-minute rest breaks. That is, Plaintiff and Class Members’ rest breaks were noncompliant
14 because they were not off-duty; Plaintiff and Class Members were required to respond to interruptions
15 and return to work early from their rest breaks if they were able to leave to take their rest breaks at all.
16 As a result, Plaintiff and Class Members would work shifts in excess of 3.5 hours without the net 10-
17 minute rest breaks to which they were entitled. More specifically, throughout his employment, during 8-
18 hour or longer shifts, Plaintiff and Class Members regularly worked during the entirety of their 10-minute
19 rest breaks by using that time to continue performing work for Defendants.

20 85. At the same time, Defendants implemented a companywide policy to not pay rest break
21 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
22 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class
23 Members at the correct rate of pay for premium wages because Defendants failed to include all forms of
24 compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate
25 of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for
26 missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class
27 Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums
28 due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

86. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

87. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

VIII. THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,

and 1197; IWC Wage Order No. 5-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

89. Labor Code section 510 provides in relevant part: “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

90. Labor Code section 1197 provides: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

91. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

1 92. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to
2 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
4 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
5 attorney’s fees, and costs of suit.”

6 93. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6
7 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
8 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
9 equal to the wages unlawfully unpaid and interest thereon.”

10 94. Pursuant to IWC Wage Order No. 5-2001, section (2)(H), at all times material hereto,
11 “hours worked” includes “the time during which an employee is subject to the control of an employer,
12 and includes all the time the employee is suffered or permitted to work, whether or not required to do
13 so.”

14 95. At all times relevant during the liability period, under the provisions of IWC Wage Order
15 No. 5-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a
16 sum according to proof for the time worked but not compensated.

17 96. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
18 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
19 amount equal to the unpaid minimum wages and interest thereon.

20 97. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
21 their attorneys’ fees, costs, and interest according to proof.

22 98. At all times relevant during the liability period, Defendants willfully failed and refused,
23 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

24 99. As described above, Plaintiff and Class Members regularly ended their shifts by clocking
25 out and then having to wait inside the locked restaurant until the supervisor unlocked the door for Plaintiff
26 and Class Members to leave together at the same time, which constitutes compensable work. In these
27 instances, although Plaintiff and Class Members may not have been completing productive tasks during
28 this off-the-clock wait-time, but the wait time inurs to the benefit of Defendants and their policy of

1 keeping the doors closed to the public at closing, so Defendants should have—but did not—compensate
2 Plaintiff and Class Members for this compensable time.

3 100. As described above, Defendants required Plaintiff and other Class Members to work
4 during their meal periods so that they would serve patrons in a timely manner despite Defendants’
5 understaffing policies and practices. That is, Plaintiff and Class Members were required to work through
6 their meal periods without clocking out, while Defendants’ practice was to auto-deduct 30 minutes for
7 Plaintiff’s and Class Members’ meal periods. Also, Defendants did not pay at least minimum wages for
8 off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-
9 clock hours did not qualify for overtime premium pay, Defendants did not pay at least minimum wages
10 for those hours worked off-the-clock.

11 101. Defendants’ unlawful conduct alleged herein occurred in the course of employment of
12 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
13 done so continuously throughout the filing of this complaint.

14 102. As a direct and proximate result of Defendants’ violation of Labor Code sections 510 and
15 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling
16 them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class,
17 seeks damages and all other relief allowable including all wages due while working as Defendants’
18 hourly, nonexempt employees, attorneys’ fees, liquidated damages, prejudgment interest, and as to those
19 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
20 200, *et seq.*

21 103. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-
22 judgment interest, liquidated damages, statutory penalties, attorneys’ fees, and costs according to Labor
23 Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

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1 **IX. FOURTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 5-2001, § 3**

4 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

5 104. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
6 as if fully set forth herein.

7 105. Pursuant to section 3 of IWC Wage Order No. 5-2001; California Code of Regulations,
8 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
9 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all
10 overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for
11 hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on
12 the seventh consecutive work day, with double time after eight hours on the seventh day of any work
13 week, or after 12 hours in any work day.

14 106. Plaintiff and members of the Class were and are nonexempt employees entitled to the
15 protections of IWC Wage Order No. 5-2001; California Code of Regulations, Title 8, section 11040,
16 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
17 Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts
18 of eight hours or more. During the course of Plaintiff's employment, and during the course of the
19 employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for
20 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

21 107. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members
22 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
23 work performed during the four years preceding the filing of this Complaint, based on appropriate
24 calculations of the "total remuneration" for each workweek.

25 108. In violation of state law, Defendants have knowingly and willfully refused to perform
26 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
27 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
28

1 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
2 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
3 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
4 Court.

5 109. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
6 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
7 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
8 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
9 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

10 110. Defendants' conduct described herein violates IWC Wage Order No. 5-2001; California
11 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,
12 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and
13 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation
14 Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of
15 suit.

16 **X. FIFTH CAUSE OF ACTION**

17 **Failure to Remit All Gratuities**

18 **in Violation of Cal. Labor Code § 351**

19 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

20 111. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
21 as if fully set forth herein.

22 112. At all relevant times herein, California Labor Code section 351 provides that no employer
23 or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an
24 employee by a patron.

25 113. Further, "[a]n employer that permits patrons to pay gratuities by credit card shall pay the
26 employees the full amount of the gratuity that the patron indicated on the credit card slip, without any
27 deductions for any credit card payment processing fees or costs that may be charged to the employer by
28 the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the

employees not later than the next regular payday following the date the patron authorized the credit card payment.”

114. Defendants reduced the gratuities disbursed to Plaintiffs and the Class by the associated credit card transaction fees assessed on the amounts patrons paid for gratuities via credit card. As such, Defendants collected, took, or received gratuities or parts thereof that patrons paid, gave to, or left for Plaintiffs and the Class.

115. Defendants engaged in improper tip pooling practices by including managerial employees who were not entitled to participate in the tip pool and/or excluding employees who were entitled to participate in the tip pool.

116. Defendants violated Labor Code section 351 by collecting, taking, or receiving any gratuity or a part thereof that was paid, given to, or left for Plaintiffs and the Class by patrons. Violations of Labor Code section 351 for failure to remit to Plaintiffs and the Class the entire gratuity paid by customers or that customers would otherwise intend to leave for them. Accordingly, Plaintiffs and the Class are entitled to penalties as set forth by Labor Code section 354.

XI. SIXTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Separation

in Violation of Cal. Labor Code §§ 201–203

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

117. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

118. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

119. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.”

120. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the

1 employer is liable for penalties in the form of continued compensation up to 30 workdays.

2 121. At all times relevant during the liability period, Plaintiff and the other members of the
3 Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code
4 section 201, upon Plaintiff's and the Class Members' respective separation dates, Defendants were
5 required to pay Plaintiff and Class Members all wages earned. Plaintiff was terminated, but Defendants
6 did not pay Plaintiff all of his final wages immediately following his termination as required and in
7 violation of Labor Code section 201. On or after October 10, 2024, Defendants paid Plaintiff his final
8 wages at least three days after his termination on October 7, 2024 via direct deposit at the time of
9 Defendants' regular payroll schedule, not immediately upon termination as required by law.

10 122. And when Defendants did pay Plaintiff, Plaintiff's final pay did not include all unpaid
11 meal period and rest break premiums and all hours worked to-date and all gratuities earned to-date.

12 123. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and
13 Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the
14 Class who are no longer employed by Defendants for their uncompensated hours, uncompensated
15 overtime, and missed, untimely, or on-duty meal periods and rest breaks upon their termination or
16 separation from employment with Defendants as required by California Labor Code sections 201 and
17 202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and these Class
18 Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but
19 in excess of the jurisdictional minimum of this Court.

20 124. Defendants' failure to pay Plaintiff and the Class their respective wages due and owed to
21 them was willful, and done with the wrongful and deliberate intention of injuring Plaintiffs and the Class
22 Members and in conscious disregard of their rights.

23 125. Defendants' willful failure to pay former employee Plaintiff and the Class all of the wages
24 due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an
25 employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore,
26 Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code section 203.

27 ///

28 ///

1 **XII. SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Timely and Accurate Wage Statements**

3 **Upon Payment of Wages in Violation of Cal. Labor Code § 227.3**

4 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

5 126. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
6 as if fully set forth herein.

7 127. Labor Code section 226(a) sets forth reporting requirements for employers when they pay
8 wages, as follows: “Every employer shall . . . at the time of each payment of wages, furnish his or her
9 employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
10 by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the
11 employee is paid on a piece-rate basis” Section (e) provides: “An employee suffering injury as a
12 result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled
13 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
14 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an
16 award of costs and reasonable attorney’s fees.”

17 128. Plaintiff’s and Class Members’ wage statements do not reflect the correct legal name of
18 the employer “Apple American Group II, LLC;” instead, their paystubs read “Apple American Grp II,
19 LLC.”

20 129. Defendants failed to accurately record the correct total hours and overtime hours worked
21 by Plaintiff and Class Members.

22 130. Defendants failed to accurately record the correct total gratuities earned by Plaintiff and
23 Class Members.

24 131. Plaintiff and Class Members were damaged by these failures because, among other things,
25 the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to
26 them.

27 132. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties
28 according to proof, as well as interest, attorneys’ fees and costs pursuant to Labor Code section 226(e),

1 in a sum as provided by the Labor Code and/or other statutes.

2 **XIII. EIGHTH CAUSE OF ACTION**

3 **Failure to Reimburse All Necessary, Business-Related Expenses**

4 **in Violation of Cal. Labor Code § 2802**

5 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

6 133. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
7 as if fully set forth herein.

8 134. California Labor Code section 2802 provides that “An employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
10 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
11 unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful.”

12 135. During the applicable statutory period, Plaintiff and Class Members incurred necessary
13 expenditures and losses in direct consequence of the discharge of their employment duties and their
14 obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for
15 these expenditures or losses. Such expenses include, but are not limited to, disposable food preparation
16 gloves and expenses for extra loads of laundry to launder their uniforms.

17 136. At all times relevant herein, Defendants and the respective counties’ health departments,
18 including the Environmental Health Division of the Los Angeles County Department of Public Health
19 required Plaintiff and Class Members to wear disposable food preparation gloves yet Defendants failed
20 to provide Plaintiff and Class Members these gloves. So, Plaintiff and Class Members purchased their
21 own disposable food preparation gloves to use during their shifts. However, Defendants failed to
22 reimburse Plaintiff and Class Members for unreimbursed business expenses for these disposable food
23 preparation gloves, which were required to carry out their duties in the instance their positions required
24 food handling.

25 137. Defendants required Plaintiff and Class Members to wear uniforms yet provided Plaintiff
26 and Class Members with too few uniform shirts, which were insufficient to last the entire work week
27 without having to do extra loads of laundry just to wash their uniforms. Correspondingly, Defendants
28 failed to reimburse Plaintiff and Class Members for unreimbursed business expenses for these additional

1 loads of laundry, which were required to carry out their duties.

2 138. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary
3 business-related expenses and losses.

4 139. Plaintiff and Class Members are entitled to recover their necessary unreimbursed
5 business-related expenses and losses incurred during the course and scope of their employment, plus
6 interest accrued from the date on which the employee incurred the necessary expenditures at the same
7 rate as judgments in civil actions in the State of California, pursuant to California Labor Code section
8 2802.

9 **XIV. NINTH CAUSE OF ACTION**

10 **Violations of California's Unfair Competition Law ("UCL"),**

11 **California Business and Professions Code §§ 17200, *et seq.***

12 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

13 140. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
14 as if fully set forth herein.

15 141. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
16 unlawful, unfair, or fraudulent business practices.

17 142. Through their actions alleged herein, Defendants have engaged in unfair competition
18 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
19 and/or fraudulent business practices under the UCL.

20 143. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the
21 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure
22 to pay Class Members wages and compensation and gratuities they earned through labor provided, and
23 failing to otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct
24 includes, but is not limited to, issuing wage statements containing false and/or misleading information
25 about the time the Class Members worked and the amount of wages or compensation due.

26 144. Defendants' violations of California wage and hour laws and illegal payroll practices or
27 payment policies constitute a business practice because they were done repeatedly over a significant
28 period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

1 to the LWDA and by certified mail to the employer of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to
3 support the alleged violations;

4 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

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

12 152. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including
13 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those
14 listed in section 2699.5 after the following requirements have been met:

15 a. The aggrieved employee shall give written notice by online filing ("Employee's Notice")
16 to the LWDA and by certified mail to the employer of the specific provisions of the
17 California Labor Code alleged to have been violated, including the facts and theories to
18 support the alleged violations;

19 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

20 c. The employer may cure the alleged violation within 33 calendar days of the postmark date
21 of the Employee's Notice. The employer shall give written notice by certified mail within
22 that period of time to the aggrieved employee or representative and the agency if the
23 alleged violation is cured, including a description of actions taken, and no civil action
24 pursuant to Section 2699 may commence. If the alleged violation is not cured within the
25 33-day period, the employee may commence a civil action pursuant to Section 2699.

26 153. On January 29, 2025, Plaintiff provided written notice by online filing to the LWDA and
27 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
28 been violated, including facts and theories to support the alleged violations, in accordance with California

1 Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A
2 true and correct copy of Plaintiff's written notice to the LWDA; APPLE AMERICAN GROUP II, LLC
3 doing business as APPLEBEE'S; and APPLE AMERICAN GROUP LLC doing business as
4 APPLEBEE'S dated January 29, 2025 is attached hereto as "**Exhibit 1.**" Exhibit 1 is incorporated into
5 this Complaint by reference.

6 154. On April 4, 2025, Plaintiff provided written notice by online filing to the LWDA and by
7 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been
8 violated, including facts and theories to support the alleged violations, in accordance with California
9 Labor Code section 2699.3. Plaintiff's original notice to the LWDA was accompanied by the \$75 filing
10 fee. A true and correct copy of Plaintiff's first amended written notice to the LWDA; APPLE
11 AMERICAN GROUP II, LLC; APPLE AMERICAN GROUP LLC; APPLE MID CAL LLC; APPLE
12 MID CAL II LLC; APPLE MID CAL III LLC; APPLE MID CAL IV LLC; APPLE MID CAL V LLC;
13 APPLE MID CAL VI LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC;
14 FLYNN GROUP LP; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC;
15 and WINECOUNTRY APPLE, LLC dated April 4, 2025 is attached hereto as "**Exhibit 2.**" Exhibit 2 is
16 incorporated into this Complaint by reference.

17 155. As of the respective filing dates of the initial complaint and this First Amended Complaint,
18 over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not
19 responded that it intends to investigate Plaintiff's claims. Defendants have not given notice that it has
20 cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the administrative
21 prerequisites under California Labor Code section 2699.3(a) and (c) to recover civil penalties against all
22 defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203,
23 204, 226(a), 226.7, 351, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

24 156. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf
25 of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
26 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
27 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid

1 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
2 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
3 underpaid wages.” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this
4 section are in addition to any other civil or criminal penalty provided by law.”

5 157. Defendants, at all times relevant herein, were employers or persons acting on behalf of an
6 employer(s) who violated Plaintiff’s and other non-party aggrieved employees’ rights by violating
7 various sections of the California Labor Code as set forth above.

8 158. As set forth below, Defendants have violated numerous provisions of both the Labor Code
9 sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

- 10 a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage
11 Order(s) for Defendants’ failure to provide Plaintiff and other Class Members with
12 compliant meal periods and/or rest breaks, as set forth above;
- 13 b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable
14 IWC Wage Order(s) for Defendants’ failure to compensate Plaintiff and other Class
15 Members with at least minimum wages for all hours worked as set forth above;
- 16 c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for
17 Defendants’ failure to compensate Plaintiff and other Class Members with overtime wages
18 for all hours worked in excess of eight in one day or 40 in one week and double time for
19 all hours worked in excess of 12 hours, as set forth above;
- 20 d. Violations of Labor Code section 351 for failure to remit all gratuities as set forth above;
- 21 e. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s)
22 for failure to provide accurate and complete wage statements to Plaintiff and other Class
23 Members as set forth above;
- 24 f. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s)
25 for failure to maintain payroll records. California Labor Code section 1198 provides that
26 the maximum hours of work and the standard conditions of labor shall be those fixed by
27 the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section
28 1198 further provides that “[t]he employment of any employees for longer hours than

1 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
2 Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate
3 time records showing when the employee begins and ends each work period and meal
4 period. During the relevant time period, Defendants failed, on a companywide basis, to
5 keep records of meal period start and stop times for Plaintiff and other non-party aggrieved
6 employees in violation of section 1198. California Labor Code section 1174(d) provides
7 that “[e]very person employing labor in this state shall . . . [k]eep a record showing the
8 names and addresses of all employees employed and the ages of all minors” and “[k]eep,
9 at a central location in the state or at the plants or establishments at which employees are
10 employed, payroll records showing the hours worked daily by and the wages paid to, and
11 the number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments” During the relevant time period,
13 and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain
14 accurate payroll records for Plaintiff and other non-party aggrieved employees showing
15 the daily hours they actually worked and the wages paid thereto as a result of failing to
16 record the off-the-clock hours that they worked;

- 17 g. Violations of Labor Code section 204 for failure to pay all earned wages during
18 employment as set forth above;
- 19 h. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
20 upon termination as set forth above;
- 21 i. Violations of Labor Code section 2802 for failure to reimburse employees for all
22 necessary, business-related expenses incurred during employment as set forth above;
- 23 j. Plaintiff and other non-party aggrieved employees are therefore entitled to recover
24 penalties, attorneys’ fees, costs, and interest thereupon, pursuant to Labor Code section
25 2699(f)-(g); and
- 26 k. Any and all additional applicable civil penalties and sums as provided by the California
27 Labor Code and/or other relevant statutes.

28 159. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558,

1 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
2 civil penalties for himself, all other non-party aggrieved employees, and the State of California against
3 all Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202,
4 203, 204, 226(a), 226.7, 351, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

5 160. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all penalties
6 obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of
7 employers and employees about their rights and responsibilities under the California Labor Code, and
8 thirty-five percent (35%) to all aggrieved employees.

9 161. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
10 California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

11 **XVI. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf
13 of the general public, respectfully requests that this Court find against all defendants as follows:

- 14 1. An order that this action may proceed and may be maintained as a class action;
- 15 2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member
16 on their minimum wage claims;
- 17 3. All unpaid overtime wages due to Plaintiff and each Class Member;
- 18 4. One hour of wages due to Plaintiff and each Class Member for each work period of more than
19 four hours when they did not receive an uninterrupted 10-minute rest break;
- 20 5. One hour of wages due to Plaintiff and each Class Member for each work period of more than
21 five hours when they did not receive an uninterrupted 30-minute meal period;
- 22 6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member
23 on their minimum wage claim;
- 24 7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits
25 from the unlawful business practices of Defendants, including withholding of gratuities;
- 26 8. For waiting time penalties pursuant to Labor Code section 203;
- 27 9. Statutory penalties under Labor Code section 226(e);
- 28 10. For reimbursement of business expenses under California Labor Code section 2802;

11. For penalties pursuant to Labor Code sections 201, 202, 203, 204, 206, 210, 225.5, 226, 226.3, 226.7, 351, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;

12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;

13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;

16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;

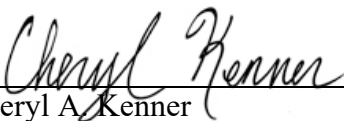
17. Accounting of Defendants' records for the liability period;

18. General, special, and consequential damages, to the extent allowed by law; and

19. All such other and further relief that the Court may deem just and proper.

Dated: June 9, 2025

ABRAMSON LABOR GROUP

By: 
Cheryl A. Kenner

Attorneys for Plaintiff JOSE CAMACHO
and all others similarly situated and aggrieved

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff JOSE CAMACHO, on behalf of himself and all others similarly situated and aggrieved,
3 hereby demands a jury trial with respect to all issues triable of right by jury.

4 Dated: June 9, 2025

ABRAMSON LABOR GROUP

6 By: 
7 Cheryl A. Kenner

8 Attorneys for Plaintiff JOSE CAMACHO
9 and all others similarly situated and aggrieved

EXHIBIT 1

January 29, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

The Flynn Group, Inc.
Attn: Legal Department
C/O Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Apple American Group II, LLC dba Applebee's
Attn: Legal Department
C/O Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Apple American Group LLC dba Applebee's
Attn: Legal Department
C/O Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Applebee's Restaurant
Attn: Human Resources
12129 Imperial Hwy.
Norwalk, CA 90650

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; ATS Eats, LLC doing
business as Applebee's Gourmet

From: Jose Camacho, on behalf of himself and all other current and former hourly nonexempt
employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Jose Camacho ("Mr. Camacho") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Camacho, "Claimants") who have been injured by The Flynn Group, Inc.; Apple American Group LLC dba Applebee's; and Apple American Group II, LLC dba Applebee's (collectively, "Applebee's") violations of the California Labor Code. Mr. Camacho, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Applebee's,

intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Applebee's operates multiple Applebee's restaurant franchise locations in California, each of which offers patrons a casual dining atmosphere as well as catering, pick-up/to-go orders, whether placed online, on the phone, or in person.

Claimant Mr. Camacho worked at Applebee's Norwalk location from approximately June 23, 2023 to October 7, 2024 as an hourly, nonexempt employee in the positions of Chef (earning \$19.50 per hour plus pooled gratuities) and Cleaner (earning \$17.50 per hour). Mr. Camacho, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in serving restaurant patrons and providing labor at Applebee's various restaurant locations. As part of his employment with Applebee's, Mr. Camacho and Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, food preparation and cooking per customer tickets; setting food for food runner to deliver; cleaning workstations, windows, the bar, and bathrooms; taking out the trash; and washing dishes, utensils, and kitchen tools.

Claimant Mr. Camacho regularly worked five days per week for 8 hours or more hours per day. During the entire course of his employment, Applebee's failed to provide Mr. Camacho and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Applebee's has also failed to remit all gratuities paid by customers and failed to pay minimum wages to Mr. Camacho and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 5-2001. As a consequence of failing to pay minimum wages, Applebee's has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 5-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Applebee's has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Applebee's has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Applebee's has failed and continues to fail to provide timely, accurate wage statements to Mr. Camacho and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Applebee's, including Mr. Camacho, Applebee's violated Labor Code section 203 by failing to timely pay all wages due upon separation. Applebee's has failed and continues to fail to fully reimburse Mr. Camacho and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for disposable food preparation gloves and other supplies, which were required to carry out their duties, in violation of Labor Code section 2802. Mr. Camacho is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Camacho intend to bring an action against Applebee's under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

¹ Without limitation, Mr. Camacho, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

Theories of Labor Code Violations and Remedies:

Claimant Mr. Camacho was employed by Applebee's from approximately June 23, 2023 to October 7, 2024 as an hourly, nonexempt employee holding the positions of Chef and Cleaner. For a period of at least four (4) years prior to January 2025, but for our purposes here, one (1) year prior, Applebee's has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Applebee's has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and sections 4 and 5 of IWC Wage Order No. 5-2001. First, Claimants worked while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred (1) Applebee's auto-deducted 30 minutes for meal periods that Mr. Camacho and Claimants never actually took; and (2) after clocking out at the end of their shifts, Claimants had to wait for 10-15 minutes inside the locked restaurant so that all employees could leave at the same time once the door was unlocked. Accordingly, Claimants were not paid for that time that was compensable but off the clock. Applebee's could have mitigated this issue by unlocking the door for each employee at the time they each clocked out rather than making them wait inside. However, Defendant instead chose to enforce this locked-inside off-the-clock policy. In effect, the auto-deduct policy and locked-inside practices cause Claimants to have unpaid minimum wages during their shifts and unpaid minimum wages after their shifts and also unpaid wages in the form of unpaid meal period and rest break premiums for noncompliant meal periods and rest breaks, each explained below, and therefore, constitute a failure on Applebee's part to pay all minimum wages. Furthermore, Applebee's failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Applebee's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Second, Applebee's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. For all of the foregoing reasons, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 5-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Applebee's failed to authorize and permit timely, full-length meal periods for Mr. Camacho and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 5-2001. Mr. Camacho and all similarly aggrieved persons were regularly unable to take their meal periods and continued to perform work while eating. Despite that, Applebee's did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

meal periods for each workday on which they occurred. Presumably, Applebee's enforced a policy that auto-deducted 30 minutes for Mr. Camacho's and Claimants' meal periods, since Mr. Camacho reports that he never clocked out for meal periods except his final week of work for Applebee's. Accordingly, since Applebee's required Mr. Camacho and others similarly situated to forgo their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 5-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. Applebee's failed to authorize and permit Mr. Camacho and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 5-2001. Applebee's enforced a policy that did not permit Claimants from taking any of their rest breaks because the restaurant was very busy and would be short-staffed if personnel took rest breaks. As such, Claimants were not able to take their requisite number of 10-minute rest breaks based on their shift duration; Claimants regularly worked through their rest breaks. Applebee's did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 5-2001. Furthermore, since Applebee's required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Applebee's was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over 12 hours per workday and eight hours on the seventh day of a workweek. Mr. Camacho occasionally worked and Claimants regularly worked overtime hours. Applebee's has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Applebee's failed to provide Mr. Camacho and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 5-2001, section 3.

Claimants were at all times entitled to receive all **gratuities** paid to or left for employees by patrons regardless of the form in which the gratuity was delivered, which shall not be deducted by credit card fees assessed to Applebee's by credit card companies. Cal. Lab. Code § 351. Labor Code section provides in pertinent part that "[n]o employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity. . . . Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company." Applebee's failed to remit all gratuities owed to Claimants, including Mr. Camacho, as required by Labor Code section 351. Applebee's engaged in improper tip withholding practices by reducing the gratuities collected by the amount credit card companies assessed to Applebee's on those particular transactions. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Applebee's, including Mr. Camacho, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within 72 hours (resignation without notice). Claimants, including Mr. Camacho, did not receive his final pay of all wages within the

requisite time based on the circumstances of his separation nor did he receive all wages Applebee's owed Mr. Camacho based on Applebee's prior failings to pay all wages owed every pay period, including but not limited to minimum and overtime wages, all meal and rest premiums owed, and all gratuities customers paid, as explained above. On or after October 10, 2024, Applebee's paid Mr. Camacho his final wages at least three days after his termination on October 7, 2024 via direct deposit at the time of Applebee's regular payroll schedule, not immediately upon termination as required by law.

Claimants were entitled to be reimbursed by Applebee's for all **necessary, business-related expenses** they incurred in executing their duties for Applebee's. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Applebee's, however, has failed to fully reimburse Mr. Camacho and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses for disposable food preparation gloves and other supplies. These gloves were required by the State of California for food preparation, but Applebee's failed to provide them, at all times, to Claimants. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Finally, Claimants were at all times entitled to be provided timely and accurate **wage statements** from Applebee's pursuant to Labor Code section 226. First, Mr. Camacho's wage statements do not reflect the correct legal name of the employer—Apple American Group II, LLC—his paystubs read Apple American Grp II, LLC for purposes of abbreviation. Second, because Applebee's failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Applebee's uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, failure to remit all gratuities, failure to furnish timely and accurate wage statements, and failure to timely pay all wages upon separation violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 351, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Camacho, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Applebee's for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 351, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The script is fluid and cursive, with the first name "Cheryl" and last name "Kenner" written in a single continuous line.

Cheryl A. Kenner

EXHIBIT 2

April 4, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

APPLE AMERICAN GROUP II, LLC dba
APPLEBEE'S
Attn: Legal Department
12129 Imperial Hwy.
Norwalk, CA 90650

APPLE MID CAL II LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE AMERICAN GROUP II, LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL III LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE AMERICAN GROUP II LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE MID CAL III LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE AMERICAN GROUP LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL IV LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE AMERICAN GROUP LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE MID CAL IV LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE MID CAL LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL V LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE MID CAL V LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE MID CAL II LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL VI LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE MID CAL VI LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE NORCAL LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE NORCAL LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131
APPLE SOCAL LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE SOCAL LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

APPLE SOCAL II LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

APPLE SOCAL II LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

FLYNN GROUP LP
225 Bush St., Ste. 1800
San Francisco, CA 94104

FLYNN GROUP LP
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

FLYNN RESTAURANT GROUP LP
225 Bush St., Ste. 1800
San Francisco, CA 94104

FLYNN RESTAURANT GROUP LP
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

FLYNN RESTAURANT GROUP LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

FLYNN RESTAURANT GROUP LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

WINECOUNTRY APPLE, LLC
225 Bush St., Ste. 1800
San Francisco, CA 94104

WINECOUNTRY APPLE, LLC
6200 Oak Tree Blvd., Ste. 250
Independence, OH 44131

**FIRST AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA
LABOR CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; APPLE AMERICAN GROUP II, LLC; APPLE AMERICAN GROUP LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE MID CAL III LLC; APPLE MID CAL IV LLC; APPLE MID CAL V LLC; APPLE MID CAL VI LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN GROUP LP; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; WINECOUNTRY APPLE, LLC

From: Jose Camacho, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Jose Camacho ("Mr. Camacho") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Camacho, "Claimants") who have been injured by APPLE AMERICAN GROUP II, LLC; APPLE AMERICAN GROUP LLC; APPLE MID CAL LLC; APPLE MID CAL II LLC; APPLE MID CAL III LLC; APPLE MID CAL IV LLC; APPLE MID CAL V LLC; APPLE MID CAL VI LLC; APPLE NORCAL LLC; APPLE SOCAL LLC; APPLE SOCAL II LLC; FLYNN GROUP LP; FLYNN RESTAURANT GROUP LP; FLYNN RESTAURANT GROUP LLC; WINECOUNTRY APPLE, LLC (collectively, "Applebee's") violations of the California Labor Code. This First Amended Notice serves to amend Mr. Camacho's original PAGA Notice dated January 29, 2025 and assigned case number 1076598-25. Mr. Camacho, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Applebee's, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Applebee's operates dozens of Applebee's restaurant franchise locations in California, each of which offers patrons a casual dining atmosphere as well as catering, pick-up/to-go orders, whether placed online, on the phone, or in person.

Claimant Mr. Camacho worked at Applebee's Norwalk location from approximately June 23, 2023 to October 7, 2024 as an hourly, nonexempt employee in the positions of Chef (earning \$19.50 per hour plus pooled gratuities) and Cleaner (earning \$17.50 per hour). Mr. Camacho, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in serving restaurant patrons and providing labor at Applebee's various restaurant locations. As part of his employment with Applebee's, Mr. Camacho and Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, food preparation and cooking per customer tickets; setting food for food runner to deliver; cleaning workstations, windows, the bar, and bathrooms; taking out the trash; and washing dishes, utensils, and kitchen tools.

Claimant Mr. Camacho regularly worked five days per week for 8 hours or more hours per day. During the entire course of his employment, Applebee's failed to provide Mr. Camacho and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Applebee's has also failed to remit all gratuities paid by customers and failed to pay minimum wages to Mr. Camacho and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 5-2001. As a consequence of failing to pay minimum wages, Applebee's has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 5-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Applebee's has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Applebee's has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Applebee's has failed and continues to fail to provide timely, accurate wage statements to Mr. Camacho and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Applebee's, including Mr. Camacho, Applebee's violated Labor Code section 203 by failing to timely pay all wages due upon separation. Applebee's has failed and

continues to fail to fully reimburse Mr. Camacho and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for disposable food preparation gloves and other supplies and laundry services, which were required to carry out their duties, in violation of Labor Code section 2802. Mr. Camacho is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Camacho intend to bring an action against Applebee's under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Camacho was employed by Applebee's from approximately June 23, 2023 to October 7, 2024 as an hourly, nonexempt employee holding the positions of Chef and Cleaner. For a period of at least four (4) years prior to January 2025, but for our purposes here, one (1) year prior, Applebee's has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Applebee's has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and sections 4 and 5 of IWC Wage Order No. 5-2001. First, Claimants worked while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred (1) Applebee's auto-deducted 30 minutes for meal periods that Mr. Camacho and Claimants never actually took; and (2) after clocking out at the end of their shifts, Claimants had to wait for 10-15 minutes inside the locked restaurant so that all employees could leave at the same time once the door was unlocked. Accordingly, Claimants were not paid for that time that was compensable but off the clock. Applebee's could have mitigated this issue by unlocking the door for each employee at the time they each clocked out rather than making them wait inside. However, Defendant instead chose to enforce this locked-inside off-the-clock policy. In effect, the auto-deduct policy and locked-inside practices cause Claimants to have unpaid minimum wages during their shifts and unpaid minimum wages after their shifts and also unpaid wages in the form of unpaid meal period and rest break premiums for noncompliant meal periods and rest breaks, each explained below, and therefore, constitute a failure on Applebee's part to pay all minimum wages. Furthermore, Applebee's failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Applebee's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Second, Applebee's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below,

¹ Without limitation, Mr. Camacho, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

also constitutes a failure to pay minimum wages to Claimants. For all of the foregoing reasons, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 5-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Applebee's failed to authorize and permit timely, full-length meal periods for Mr. Camacho and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 5-2001. Mr. Camacho and all similarly aggrieved persons were regularly unable to take their meal periods and continued to perform work while eating. Despite that, Applebee's did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Presumably, Applebee's enforced a policy that auto-deducted 30 minutes for Mr. Camacho's and Claimants' meal periods, since Mr. Camacho reports that he never clocked out for meal periods except his final week of work for Applebee's. Accordingly, since Applebee's required Mr. Camacho and others similarly situated to forgo their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 5-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. Applebee's failed to authorize and permit Mr. Camacho and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 5-2001. Applebee's enforced a policy that did not permit Claimants from taking any of their rest breaks because the restaurant was very busy and would be short-staffed if personnel took rest breaks. As such, Claimants were not able to take their requisite number of 10-minute rest breaks based on their shift duration; Claimants regularly worked through their rest breaks. Applebee's did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 5-2001. Furthermore, since Applebee's required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Applebee's was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over 12 hours per workday and eight hours on the seventh day of a workweek. Mr. Camacho occasionally worked and Claimants regularly worked overtime hours. Applebee's has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Applebee's failed to provide Mr. Camacho and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 5-2001, section 3.

Claimants were at all times entitled to receive all **gratuities** paid to or left for employees by patrons regardless of the form in which the gratuity was delivered, which shall not be deducted by credit card fees assessed to Applebee's by credit card companies. Cal. Lab. Code § 351. Labor Code section provides in pertinent part that "[n]o employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity. . . . Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged

to the employer by the credit card company.” Applebee’s failed to remit all gratuities owed to Claimants, including Mr. Camacho, as required by Labor Code section 351. Applebee’s engaged in improper tip withholding practices by reducing the gratuities collected by the amount credit card companies assessed to Applebee’s on those particular transactions. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Applebee’s, including Mr. Camacho, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within 72 hours (resignation without notice). Claimants, including Mr. Camacho, did not receive his final pay of all wages within the requisite time based on the circumstances of his separation nor did he receive all wages Applebee’s owed Mr. Camacho based on Applebee’s prior failings to pay all wages owed every pay period, including but not limited to minimum and overtime wages, all meal and rest premiums owed, and all gratuities customers paid, as explained above. On or after October 10, 2024, Applebee’s paid Mr. Camacho his final wages at least three days after his termination on October 7, 2024 via direct deposit at the time of Applebee’s regular payroll schedule, not immediately upon termination as required by law.

Claimants were entitled to be reimbursed by Applebee’s for all **necessary, business-related expenses** they incurred in executing their duties for Applebee’s. California Labor Code section 2802 provides that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Applebee’s, however, has failed to fully reimburse Mr. Camacho and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses for disposable food preparation gloves and other supplies and for laundry services. These gloves were required by the respective counties’ health departments for food preparation, but Applebee’s failed to provide them, at all times, to Claimants. Applebee’s required Claimants to wear uniforms but did not provide an adequate number to avoid multiple loads of laundry in a week, so this required Claimants to launder their uniforms several times in a workweek. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Finally, Claimants were at all times entitled to be provided timely and accurate **wage statements** from Applebee’s pursuant to Labor Code section 226. First, Mr. Camacho’s wage statements do not reflect the correct legal name of the employer—Apple American Group II, LLC—his paystubs read Apple American Grp II, LLC for purposes of abbreviation, but there is no such legal entity registered to do business in California based on the California Secretary of State website. Second, because Applebee’s failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants’ wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. Third and finally, the wage statements Applebee’s issued Claimants fail to correctly list all gross wages earned; total hours worked; net wages earned; 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. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Applebee’s uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, failure to remit all gratuities, failure to furnish timely and accurate wage statements, and failure to timely pay all wages upon separation violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 351, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Camacho, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Applebee's for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 351, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The signature is written in a cursive, flowing style.

Cheryl A. Kenner

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1700 West Burbank Boulevard, Burbank, California 91506.

On June 9, 2025, I served the foregoing document, described as **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

SEE SERVICE LIST

☒ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Burbank, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Burbank, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☐ **(BY FED EX)** I placed such envelope in a designated Federal Express pick-up box at Burbank, California.

☐ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above-entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on June 9, 2025, at Burbank, California.


Cheryl A. Kenner

SERVICE LIST

By Email Only	
Matthew B. Golper Kelley M. Fox Darla Salter (staff) Narine Munn (staff) BALLARD ROSENBERG GOLPER & SAVITT LLP 15760 Ventura Blvd., 18 th Floor Encino, CA 91436	mgolper@brgslaw.com kfox@brgslaw.com dsalter@brgslaw.com nmunn@brgslaw.com Attorneys for APPLE AMERICAN GROUP II, LLC APPLE AMERICAN GROUP LLC
By Mail Only	
APPLE MID CAL LLC APPLE MID CAL II LLC APPLE MID CAL III LLC APPLE MID CAL IV LLC APPLE MID CAL V LLC APPLE MID CAL VI LLC APPLE NORCAL LLC APPLE SOCAL LLC APPLE SOCAL II LLC WINECOUNTRY APPLE, LLC 6200 Oak Tree Blvd., Ste. 250 Independence, Ohio 44131	<i>Mailing address for:</i> APPLE MID CAL LLC APPLE MID CAL II LLC APPLE MID CAL III LLC APPLE MID CAL IV LLC APPLE MID CAL V LLC APPLE MID CAL VI LLC APPLE NORCAL LLC APPLE SOCAL LLC APPLE SOCAL II LLC WINECOUNTRY APPLE, LLC
FLYNN GROUP LP FLYNN RESTAURANT GROUP LP 225 Bush Street, Suite 1800 San Francisco, California 94104	<i>Mailing address for:</i> FLYNN GROUP LP FLYNN RESTAURANT GROUP LP