

August 15, 2023

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Filed Online

Re: Written Notice – Private Attorney General Act (“PAGA”) –
Labor Code section 2698 et seq.
Clemente Soto v. Apple Cal LLC

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code section 2699.3, Clemente Soto (“Employee”) contends that Apple Cal LLC (“Applebee’s”) has violated, and continues to violate, provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission (“IWC wage order”), including, but not limited to, Labor Code sections 201-203, 226, 226.7, 510, 512, 1182, 1197, 1198, 2802, 6300 et seq., 6720, and the applicable wage order.

In accordance with the required notice under Labor Code section 2699.3 of the Private Attorney General Act (“PAGA”), this letter shall serve as formal written notice to the Labor and Workforce Development Agency (“LWDA”).

Employee was hired by Applebee’s in approximately March 2023. Employee worked for Applebee’s in Atwater, California until his date of separation of July 7, 2023. Employee was employed as a bartender and earned approximately \$15.50 per hour.

Employee is an “aggrieved employee” as defined in Labor Code section 2699(a) and brings this action on behalf of himself and all other aggrieved employees of Applebee’s. Employee, also on behalf of himself and all other aggrieved employees, seek penalties under PAGA for Applebee’s’ violations of the Labor Code.

Applebee’s is a Nevada limited liability company that does business in California.

Apple Cal LLC is a franchisee of Applebee’s. At all relevant times, Applebee’s issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all

aggrieved, hourly paid employees in California, including Employee and others similarly situated, regardless of their location or position.

Employee and other aggrieved employees seek penalties and other compensation from Applebee's for the relevant time period because Applebee's:

1. Failed to pay Employee and aggrieved employees for all overtime (Lab. Code, §§ 510, 1198);
2. Failed to pay Employee and aggrieved employees for all hours worked (Lab. Code, §§ 1182, 1194, 1197, 1198);
3. Failed to provide Employee and aggrieved employees with compliant meal periods (Lab. Code, §§ 226.7, 512);
4. Failed to provide Employees and aggrieved employees with compliant rest periods (Lab. Code, §§ 226.7, 512);
5. Failed to provide suitable facilities for meal and rest periods (Lab. Code, § 226.7);
6. Failed to provide Employees and aggrieved employees with accurate, itemized wage statements and failed to maintain accurate records (Lab. Code, §§ 226(a), 1174);
7. Failed to timely pay Employees and aggrieved employees all final wages in a timely manner (Lab. Code, §§ 201-203);
8. Failed to reimburse all business expenses (Lab. Code § 2802);
9. Failed to provide suitable seating (Lab. Code § 1198);
10. Failed to minimize excessive indoor heat (Lab. Code §§ 226.7, 6720);
11. Failed to provide a safe and healthful work environment (Lab. Code § 6300 et seq.).

Below please find the relevant facts and legal theories to support the aforementioned violation.

Failure to Pay Overtime

During the Relevant Time Period, upon information and belief, Applebee's had, and continues to have, a company-wide policy of discouraging and impeding Employee and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, led Employee and other aggrieved employees to work off-the-clock before and after their scheduled shift times, and during their meal periods. Specifically, Employee was required to clock-out following his shift and would be asked by management to perform work assignments such as mopping and cleaning the restaurant. Applebee's would also contact Employee outside of his shift hours and during his meal periods.

Applebee's would require Employee and aggrieved employees to clock-out for meal periods and require them to continue to work. After clocking-out at the end of a shift, management would ask Employee various questions concerning his work. This work was all unpaid and off-the-clock.

At all times, Employee and other aggrieved employees remained under the control of Applebee's. Applebee's could have recorded this off-the-clock work but refused to do so to avoid paying Employee and aggrieved employees overtime wages.

Applebee's knew or should have known that as a result of these company-wide practices and/or policies, Employee and other aggrieved employees were performing assigned duties off-the-clock and were suffered or permitted to perform work for which they were not paid. Because Employee and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

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

Accordingly, Applebee's regularly failed to pay overtime wages to Employee and other aggrieved employees for all overtime hours worked in violation of Labor Code sections 510 and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Failure to Pay All Wages

As stated above, during the relevant time period, as a result of Applebee's' policy of limiting the amount of overtime employees could accrue, Employee and other aggrieved employees were forced to work off-the-clock before and after their scheduled shift times and during their meal periods.

Thus, Applebee's did not pay at least minimum wages for all hours worked by Employee and other aggrieved employees.

Labor Code section 1194(a) provides in relevant part: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1194.2(a) provides in relevant part: “[i]n any action under section 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

Labor Code section 1197 provides: “[t]he 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.”

Employee is informed and believes, and therefore alleges, that Applebee’s compensation schemes do not fairly compensate Employee and aggrieved employees for all hours spent performing their job duties.

The failure to pay at least minimum wages to Employee and aggrieved employees for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable IWC wage order.

The failure to pay designated wages to Employee and aggrieved employees for each and every hour worked violates Labor Code sections 221 and 223; and the applicable IWC wage order.

Accordingly, Applebee’s regularly failed to pay at least minimum wages to Employee and other aggrieved employees for all of the hours they worked in violation of Labor Code sections 1194, 1197, 1197.1 and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Failure to Provide Compliant Meal Breaks

As stated above, Employee and aggrieved employees were required to clock-out for meal breaks and continue working. Further, on the occasion meal breaks were actually provided, they would be interrupted by management. This was a result of being short staffed and having heavy work demands. As a result, following the meal break, Employee and aggrieved employees would work more than five hours without a meal period.

Under the foregoing, California employers must provide meal periods and authorize and permit rest periods to all employees during their shifts. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including the duty to remain “on call,” and they must be “free from employer control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

When employees must either “remain at the ready and capable of being summoned to action,” “respond when the employer seeks contact with [them],” “perform other work if the employer so reApplebee’s,” and/or remain “on call” during their meal and rest periods, the employees have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid*.

The Supreme Court’s decision in *Augustus* is just the latest in a series of meal and rest break cases that have affirmed California’s broad, protective standard for employees.

Moreover, as the mere existence of a facially lawful meal and rest break policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit breaks. *See Brinker, supra*, 53 Cal.4th at 1040.

Yet Applebee’s did and does not provide Employee and aggrieved employees with meal periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the tenth hour of work.

Thus, Applebee’s has failed to perform its obligations to provide Employee and aggrieved employees with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work. Applebee’s also has failed to pay Employee and aggrieved employees one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held that employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee’s “regular rate of pay” instead of their base hourly rate. The regular rate of pay may be higher than the base hourly rate because the regular rate of pay must include all nondiscretionary incentive payments, including nondiscretionary bonuses.

Applebee’s knew or should have known that as a result of its policies and/or practices, that Employee and aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Employee further knew or should have known that it did not pay Employee and aggrieved employees all meal period premiums when meal periods were missed, late, short, and/or interrupted. Furthermore, Employee has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Employee and aggrieved employees have not received all premium pay for missed, interrupted, or late meal periods. Accordingly, Applebee’s failed to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

Employee and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Failure to Provide Compliant Rest Breaks

Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC. The applicable IWC wage order, section 11 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under Labor Code section 226.7 and the applicable IWC wage order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus et al. v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269-270.

During the relevant time period, Applebee's regularly failed to authorize and permit Employee and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Employee alleges that rest breaks were never provided.

As a result of Applebee's' practices and policies, Employee and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Applebee's also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Employee and other aggrieved employees have not received premium pay for all non-compliant rest periods.

Accordingly, Applebee's failed to authorize and permit all rest periods in violation of Labor Code sections 226.7, 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Failure to Provide Suitable Facilities for Meal and Rest Breaks

Labor Code section 226.7(c) provides:

"If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an

applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

The applicable IWC wage order 7-2001, sections 11 (D) and (E) provide:

“(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.”

The applicable IWC wage order section 13(B) provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Because Employee and aggrieved employees did not have a facility in which they could take their meal and rest periods, Applebee’s violated the Labor Code and the wage order by failing to provide a suitable area in which Employee and aggrieved employees could eat on premises or take breaks in designated areas. Rather, Employee alleges that the breakroom was also a storage room with only two chairs and a small table. Further, the room was infested with cockroaches and rats and was excessively hot with no fans or air conditioning.

Wage Statements

Labor Code section 226(a) requires employers make, keep, and provide true, accurate, and complete wage records. Applebee’s has not provided Employee and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

During the relevant time period, Applebee’s has knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, Applebee’s issued uniform wage statements to Employee and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages

earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate.

Specifically, Applebee's violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Applebee's did not record the time Employee and other aggrieved employees spent working off-the-clock, Applebee's did not list the correct amount of gross wages and net wages earned by Employee and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Applebee's failed to accurately list the total number of hours worked by Employee and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9). For the same reason, Applebee's also failed to list the correct amount of net wages in violation of section 226(a)(5). Applebee's also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

As a result of not having kept accurate records, Employee and aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records in addition to other injuries which may come to light during the discovery process.

Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC wage order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC wage order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Failure to Timely Pay Final Wages Upon Termination

As a pattern and practice, Applebee's regularly failed to pay Employee and aggrieved employees their final wages pursuant to Labor Code sections 201-203.

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, Applebee's has a company-wide practice or policy of failing to pay all accrued wages to departing employees and don't adhere to the time requirements set forth in Labor Code sections 201 and 202.

Applebee's willfully failed to pay Employee and aggrieved employees the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Applebee's' employ.

Failure to Reimburse Business Expenses

Labor Code section 2802 requires employers pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.

The applicable wage order, the applicable IWC Wage Order section 8(b) provides that: "[w]hen the employer requires the use of tools or equipment or they are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft..."

During the relevant time period, Applebee's had a company-wide policy of requiring Employee and aggrieved employee to use their personal cellphones for their jobs but Applebee's failed to reimburse them for these costs. Further, Applebee's required Employee to purchase non-slip shoes and collared shirts. These shirts needed to be laundered frequently. Applebee's did not reimburse Employee and aggrieved employees for these costs. Instead, Applebee's passed these operating costs off onto Employee and aggrieved employees.

Thus, Applebee's had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of Labor Code section 2802.

Violations of Labor Code Section 6300 et seq.

Employee alleges that Applebee's has failed to comply with Labor Code §§ 6400-6403.

California Labor Code § 6400 provides that, "[e]very employer shall furnish employment and a place of employment that is safe and healthful for the employees therein."

California Labor Code § 6401 provides that, “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

California Labor Code § 6401.7 provides that, “[e]very employer shall establish, implement, and maintain an effective injury prevention program. The program shall be written, except as provided in subdivision (e), and shall include, but not be limited to, the following elements:

...

(2) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices.

(3) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.

(4) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

(5) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

(6) The employer's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

...

(c) The employer shall train all employees when the training program is first established, all new employees, and all employees given a new job assignment, and shall train employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the employer receives notification of a new or previously unrecognized hazard. An employer in the construction industry who is required to be licensed under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code may use employee training provided to the employer's employees under a construction industry occupational safety and health training program approved by the division to comply with the requirements of subdivision (a) relating to employee training, and shall only be required to provide training on hazards specific to an employee's job duties.

California Labor Code § 6402 provides that, “[n]o employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

California Labor Code § 6403 provides that, “[n]o employer shall fail or neglect to do any of the following:

(a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

(b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe.

(c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

Employee alleges that the store was excessively dirty and filled with pests including cockroaches and rats. The uncleanness of the store existed throughout Employee's employment.

As a result, Applebee's has failed to maintain a safe and healthful working environment.

Failure to Provide Suitable Seating

The IWC states that section 14(B) applies during "lulls in operation" when an employee, while still on the job, is not then actively engaged in any duties *Kilby v. CVS Pharmacy, Inc.* (2016) 63 Cal.4th citing IWC, 1976 Wage orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Ibid.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during "lulls in operation." *Ibid.*

Applebee's did not provide Employee and aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing.

As a result of Applebee's' company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Employee and aggrieved employees were forced to stand during shifts and denied seats. Applebee's' failure to provide suitable seating to Employee and aggrieved employees violates Labor Code section 1198 and the applicable IWC Wage order section 14(B).

Failure to Minimize Excessive Indoor Heat

California Labor Code § 6720 sets forth requirements for adapting a standard that minimizes heat-related illness and injury among workers working in indoor places by January 1, 2019. The provision states the following: "[t]he standard shall be based on environmental temperatures, work activity levels, and other factors."

California Labor Code § 226.7(a) states "As used in this section, "recovery period" means a cooldown period afforded an employee to prevent heat illness." Section 226.7(c) states "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one

additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

The applicable Wage Order section 15(A) provides the following: "The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed." Section 15(B) states "If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort."

Applebee's failed to comply with California Labor Code §§ 6720, 226.7(a), and the applicable Wage Order, by maintaining an excessively hot working environment, with no relief from the heat.

Applebee's failed to provide Employee and aggrieved employee with a recovery period and fails to adopt standards to reduce heat-related illnesses. As a result, Applebee's has failed to maintain a safe indoor working environment.

Conclusion

Enclosed please find a copy of the class action complaint that is in the process of being filed in the Superior Court for the State of California, Merced County. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Applebee's. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley, Esq.

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