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*Attorneys for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

| | |
|---|---|
| Abigail Gaytan, individually and on behalf of all other similarly situated persons,<br><br>Plaintiff,<br><br>v.<br><br>AZ Peaks Restaurant Group, LLC; Deer Valley 101 Store 5, LLC; Carolyn Vangelos; Andrew Bayless; Jay Schneider; and Lila Schneider,<br><br>Defendants. | Case No.<br><br>**COLLECTIVE ACTION AND CLASS ACTION COMPLAINT**<br><br>[JURY TRIAL DEMANDED] |

## INTRODUCTION

1. Named Plaintiff Abigail Gaytan brings a Fair Labor Standards Act ("FLSA") collective action on behalf of herself and all other workers who were not paid overtime premium pay at the rate of time and one-half for all hours worked over 40 in a workweek against Defendants AZ Peaks Restaurant Group, LLC, Dear Valley 101 Store 5, LLC, Carolyn Vanelos, Andrew Bayless, Jay Schneider, and Lila Schneider (collectively "Defendants").

2. Plaintiff Gaytan also brings a Rule 23 class action to remedy Defendants' failure to comply with the Arizona Wage Act by failing to timely pay all wages due against Defendants AZ Peaks Restaurant Group, LLC and Dear Valley 101 Store 5, LLC.

3. Plaintiff Gaytan seeks unpaid overtime wages, liquidated and statutory damages, costs and attorneys' fees, a service award, as well as declaratory relief under the FLSA, 29 U.S.C. §§ 201, *et* seq, and Arizona state law.

## JURISDICTION & VENUE

4. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b) of the FLSA, by 28 U.S.C. § 1331 because this action arises under laws of the United States, and by 28 U.S.C. § 1337, under Acts of Congress regulating commerce.

5. This Court has supplemental jurisdiction over the Arizona state claim raised by virtue of 28 U.S.C. §§ 1332 and 1367(a).

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events, acts, or omissions giving rise to the claims occurred in this District and Defendants are subject to personal jurisdiction here because Defendants reside in this District.

## PARTIES

***Plaintiffs***

7. Plaintiff Abigail Gaytan is a resident of Arizona. Her FLSA consent to sue form is attached hereto as Exhibit 1.

8. Plaintiff Gaytan, and the FLSA Collective Members and Arizona Class Members whom she seeks to represent, worked for Defendants' restaurants as front of house staff, back of house staff, managers, or some combination thereof, worked more than 40 hours in a week, and were not paid overtime premium pay at the rate of time and one-half for all hours worked over 40 in a workweek.

9. The term "Plaintiffs" as used in this complaint refers to Plaintiff Gaytan and any additional represented parties pursuant to the collective action provision of 29 U.S.C. § 216(b) and to such members of the class brought pursuant to Federal Rule of Civil Procedure 23, as described below, individually, collectively, or in any combination thereof.

***Defendants***

10. Defendant AZ Peaks Restaurant Group, LLC ("AZ Peaks"), is a for-profit Arizona corporation.

11. Defendant AZ Peaks lists its business address as 2850 E. Camelback Rd. Ste. 180, Phoenix, Arizona 85016.

12. Defendant AZ Peaks is in the business of owning and operating local franchises of Twin Peaks Restaurants.

13. Defendant AZ Peaks owns and operates at least five Twin Peaks Restaurants in the greater Pheonix area.

14. On information and belief, for each restaurant it operates, Defendant AZ Peaks creates a new corporate entity. These companies include Phoenix Camelback Store 1, LLC; Scottsdale 101 Store 2, LLC; Glendale 101 Store 3, LLC; Tempe 101 Store 4, LLC; and Deer Valley 101 Store 5, LLC.

15. At all times relevant herein, AZ Peaks has been an enterprise within the meaning of 29 U.S.C. § 203(r).

16. At all times relevant herein, AZ Peaks has been an enterprise engaged in commerce within the meaning of 29 U.S.C. § 203(s)(1) in that said enterprise has had employees engaged in commerce in that said enterprise has had an annual gross volume of

sales made or business done of not less than $500,000 (exclusive of excise taxes at the retail level which are separately stated).

17. Defendant Deer Valley 101 Store 5, LLC ("Deer Valley") is a for-profit Arizona Corporation.

18. Defendant Deer Valley lists its business address as 2850 E. Camelback Rd. Ste. 180, Phoenix, Arizona 85016.

19. Defendant Deer Valley lists as its sole member and manager Defendant AZ Peaks.

20. On information and belief, Deer Valley is the corporate entity for the Twin Peaks restaurant located at 3063 West Aqua Fria Freeway, Phoenix, AZ 85027.

21. At all times relevant herein, Deer Valley has been an enterprise within the meaning of 29 U.S.C. § 203(r).

22. At all times relevant herein, Deer Valley has been an enterprise engaged in commerce within the meaning of 29 U.S.C. § 203(s)(1) in that said enterprise has had employees engaged in commerce in that said enterprise has had an annual gross volume of sales made or business done of not less than $500,000 (exclusive of excise taxes at the retail level which are separately stated).

23. On information and belief, Defendant Carolyn Vangelos ("Vangelos") is one of the founders and owners of Defendant AZ Peaks and runs the day-to-day operations of the restaurants it owns, including Deer Valley.

24. Upon information and belief, Vangelos's address is 10703 N. 103rd Way, Scottsdale, AZ 85260.

25. Upon information and belief, as founder and owner of AZ Peaks, Vangelos acted directly and indirectly in AZ Peaks's interest and in the interest of the other companies that contracted to employ Plaintiffs (e.g., Deer Valley), and she acted and continues to act directly and indirectly in its interest in relation to the FLSA Collective. Thus, Vangelos is their employer within the meaning of 29 U.S.C. § 203(d).

26. Upon information and belief, Vangelos determined Plaintiffs' compensation.

27. Defendant Andrew Bayless is one of the founders and owners of Defendant AZ Peaks.

28. On information and belief, Defendant Andrew Bayless is the spouse of Defendant Vangelos.

29. On information and belief, Defendant Andrew Bayless's address is 10703 N. 103rd Way, Scottsdale, AZ 85260.

30. Upon information and belief, as founder and owner of AZ Peaks, Defendant Andrew Bayless acted directly and indirectly in AZ Peaks's interest and in the interest of the other companies that contracted to employ Plaintiffs (e.g., Deer Valley), and he acted and continues to act directly and indirectly in its interest in relation to the FLSA Collective. Thus, Bayless is their employer within the meaning of 29 U.S.C. § 203(d).

31. Upon information and belief, Bayless determined Plaintiffs' compensation.

32. Defendant Jay Schneider is one of the founders and owners of Defendant AZ Peaks.

33. On information and belief, Defendant Jay Schneider's address is 14000 S. Desert Willow Road, Pearce, AZ 85625.

34. On information and belief, Defendant Lila Schneider is the spouse of Defendant Jay Schneider and is named for community property purposes.

35. On information and belief, Defendant Lila Schneider's address is 14000 S. Desert Willow Road, Pearce, AZ 85625.

36. Upon information and belief, as founder and owner of AZ Peaks, Defendant Jay Schneider acted directly and indirectly in AZ Peaks's interest and in the interest of the other companies that contracted to employ Plaintiffs (e.g., Deer Valley), and he acted and continues to act directly and indirectly in its interest in relation to the FLSA Collective. Thus, Defendant Jay Schenider is their employer within the meaning of 29 U.S.C. § 203(d).

37. Upon information and belief, Defendant Jay Schenider determined Plaintiffs' compensation.

38. Upon information and belief, the Defendants act in concert and together in a common enterprise and through related activities, as here relevant, so that the actions of one may be imputed to the other and/or so that they operate as joint employers within the meaning of the FLSA.

39. Upon information and belief, the corporate Defendants share the same management and the same business address.

40. Upon information and belief, Defendants' labor decisions and personnel are controlled and run by the same management personnel.

41. Upon information and belief, the corporate Defendants are controlled by Defendants Vangelos, Bayless, and Jay Schneider.

**FACTS**

42. AZ Peaks owns and operates multiple Twin Peaks restaurant franchises in the Phoenix, Arizona metropolitan area, including in Phoenix, Scottsdale, Tempe, and Glendale.

43. Each Twin Peaks Restaurant operated by AZ Peaks employs numerous people. This includes "front of house" staff including "Twin Peaks Girls," and bussers, and "back of house" staff including cooks and dishwashers, as well as managers who supervise these positions.

44. Defendants employed Plaintiff Gaytan at their Restaurant at 3063 Agua Fria Fwy, Phoenix, AZ 85027 ("Deer Valley Restaurant").

45. Twin Peaks Restaurants operated by AZ Peaks employed Plaintiffs in multiple positions during the same workweek and pay period.

46. Plaintiff Gaytan was employed by Defendants as a Twin Peaks Girl at the Deer Valley Restaurant from approximately April 2023 to June 2026.

47. From approximately August 2025 to June 2026, Named Plaintiff Gaytan was also employed by Defendants as a Manager at the Deer Valley Restaurant.

48. From approximately August 2025 to June 2026, Plaintiff Gaytan frequently worked as both a Manager and a Twin Peaks girl within the same workweek and the same pay period.

49. For example, in the two-week pay period from May 11 to May 25, 2026, Gaytan worked as both a Manager and a Twin Peaks Girl.

50. When Defendants employed Plaintiffs in two separate positions in the same pay period, it also provided them with two separate paystubs, one for each position.

51. When Named Plaintiff Gaytan worked as both a manager and a Twin Peaks Girl in the same pay period, she received two separate paystubs. Examples for the May 11 to May 25 pay period are included below:

Statement of Earnings For: **Abigail Gaytan**

| | | | | | | |
|---|---|---|---|---|---|---|
| Employee #: [redacted] | Department | TP Girl | Period Begin: | 5/11/2026 | Check Date: | 5/29/2026 |
| Clock Number: | | | Period End: | 5/24/2026 | Pay Type: | Hourly |
| Company Id: [redacted] | Federal Filing: | [redacted] | Exemptions: | | Additional Tax: | |
| | State Filing: | | Exemptions: | | Additional Tax: | |

**Twin Peaks**
Twin Peaks
3063 W. Aqua Fria Frwy
Phoenix, AZ 85027

| Voucher Id | Check Amount | Gross Pay | Net Pay | Check Message |
|---|---|---|---|---|
| [redacted] | $0.00 | $1,542.61 | $1,260.50 | |

**EARNINGS** *Not included in Totals ^Hrs/Units = Units (Units not included in Totals)

| Description | Rate | Hrs/Units | Dollars | YTD Hrs/Unit | YTD Dollars |
|---|---|---|---|---|---|
| Regular | 23.0000 | 67.07 | 1,542.61 | 487.99 | 11,247.79 |
| Tip-Reg | | | 0.00 | 546.68 | 6,660.98 |
| Declared Tips | | | 0.00 | 0.00 | 1,396.00 |
| MakeUp Tips Pd | | | 0.00 | 0.00 | 313.57 |

**TAXES**

| Description | Current | YTD |
|---|---|---|
| SOC SEC EE | 95.64 | 1,216.34 |
| MED EE | 22.37 | 284.47 |
| FEDERAL WH | 140.96 | 1,530.05 |
| ARIZONA WH | 23.14 | 294.28 |

**DEDUCTIONS**

| Description | Current | YTD |
|---|---|---|

Statement of Earnings For: **Abigail Gaytan**

| | | | | | | |
|---|---|---|---|---|---|---|
| Employee #: [redacted] | Department | TP Girl | Period Begin: | 5/11/2026 | Check Date: | 5/29/2026 |
| Clock Number: | | | Period End: | 5/24/2026 | Pay Type: | Hourly |
| Company Id: [redacted] | Federal Filing: | [redacted] | Exemptions: | | Additional Tax: | |
| | State Filing: | | Exemptions: | | Additional Tax: | |

**Twin Peaks**
Twin Peaks
3063 W. Aqua Fria Frwy
Phoenix, AZ 85027

| Voucher Id | Check Amount | Gross Pay | Net Pay | Check Message |
|---|---|---|---|---|
| [redacted] | $0.00 | $427.07 | $354.98 | |

**EARNINGS** *Not included in Totals ^Hrs/Units = Units (Units not included in Totals)

| Description | Rate | Hrs/Units | Dollars | YTD Hrs/Unit | YTD Dollars |
|---|---|---|---|---|---|
| Tip-Reg | 12.1500 | 34.79 | 422.70 | 581.47 | 7,083.68 |
| Declared Tips | | | 100.00 | 0.00 | 1,496.00 |
| MakeUp Tips Pd | | | 4.37 | 0.00 | 317.94 |
| Regular | | | 0.00 | 487.99 | 11,247.79 |

**TAXES**

| Description | Current | YTD |
|---|---|---|
| SOC SEC EE | 32.68 | 1,249.02 |
| MED EE | 7.64 | 292.11 |
| FEDERAL WH | 23.86 | 1,553.91 |
| ARIZONA WH | 7.91 | 302.19 |

**DEDUCTIONS**

| Description | Current | YTD |
|---|---|---|

52. Defendants regularly scheduled Plaintiffs, including Plaintiff Gaytan, to work more than 40 hours in a workweek.

53. For example, in the two-week pay period from May 11 to May 25, 2026, Gaytan worked for 67.07 hours as a Manager, and 34.79 hours as a Twin Peaks Girl. She thus worked for a total of 101.86 hours over two workweeks, and at least 21.86 hours in excess of a 40 hour workweek.

54. When Plaintiffs, including Plaintiff Gaytan, worked more than 40 hours in a workweek between two positions, Defendants paid them their regular hourly rate for all hours worked; Defendants did not pay Plaintiffs the overtime premium rate of time and one half for hours worked over 40 in a workweek.

55. This is indicative of how Plaintiff Gaytan and the Plaintiffs were paid throughout their employment with Defendants.

56. At all times relevant herein, all Defendants have been an employer of Plaintiff Gaytan and the Plaintiffs within the meaning of 29 U.S.C. § 203(d) and Defendants AZ Peaks Restaurant Group, LLC, Dear Valley 101 Store 5, LLC have been employers within the meaning of Ariz. Rev. Stat. § 23-350.

57. At all times relevant herein, Plaintiffs were individual employees of Defendants engaged in commerce as required by 29 U.S.C. § 207.

## COLLECTIVE ACTION ALLEGATIONS

58. Named Plaintiff Gaytan brings this case as a collective action consisting of:

> All current and former workers employed by a Twin Peaks restaurant owned by AZ Peaks who received multiple paystubs for the same pay period at any time within three years preceding the filing of this complaint ("FLSA Collective" or "FLSA Collective Members").

59. Defendants are liable under the FLSA for failing to pay Plaintiffs overtime wages for all hours Plaintiffs worked over 40 in one workweek.

60. Plaintiff Gaytan and the FLSA Collective Members work, or have worked, for Defendants and have been subjected to Defendants' policy and practice of failing to pay overtime premium wages for hours worked over 40 in a workweek.

61. Defendants are liable under the FLSA for failing to pay all overtime wages due to Plaintiff Gaytan and the FLSA Collective.

62. Plaintiff Gaytan's claim for overtime pay is similar to the claim of other FLSA Collective Members, and their claims depends on similar factual and legal questions including, but not limited to: whether Plaintiffs worked more than 40 hours in a workweek;

whether Defendants failed a to pay Plaintiffs overtime wages for all hours worked over 40 in a workweek; and whether Defendants' violations were willful.

63. There are similarly situated employees who have been underpaid in violation of the FLSA and would benefit from the issuance of a court-supervised notice of the present lawsuit and the opportunity to join it. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants' records. Notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

**Rule 23 Arizona Class Action Definition**

64. Plaintiff Gaytan seeks to certify an Arizona Class of similarly situated employees under Fed. R. Civ. P. 23. The Arizona Class is defined as:

> All current and former workers employed by a Twin Peaks restaurant owned by AZ Peaks who received multiple paystubs for the same pay period at any time within the one year preceding the filing of this complaint ("Arizona Class" or "Arizona Class Members").

65. Upon information and belief, the Arizona Class is so numerous that joinder of all members is impracticable.

66. Plaintiff Gaytan and the Arizona Class Members work or have worked for Defendants at Twin Peaks Restaurants and have been subjected to Defendants' policy and pattern or practice of failing to pay for all overtimes wages worked in excess of 40 hours per workweek, and thus were not timely paid all wages due each pay period.

67. Defendants acted and refused to act on grounds applicable to the Arizona Class Members, thereby making declaratory relief with respect to the Arizona Class appropriate.

68. There are questions of law and fact common to the Arizona Class including, but not limited to:

a. Whether Arizona State Law requires Defendants to timely pay the Arizona Class Members wages under the Arizona Wage Act;

b. Whether Defendants failed to timely pay the Arizona Class Members all overtime wages due;

c. The nature and extent of Arizona Class-wide injury and the appropriate measure of damages for the Arizona Class Members.

69. The claims of Plaintiff Gayan are typical of the claims of the Arizona Class Members she seeks to represent.

70. Plaintiff Gaytan and the Arizona Class Members work, or have worked, for AZ Peaks and have been subjected to AZ Peaks' policy and practice of failing to timely pay all overtime wages due.

71. As the Named Plaintiff, Gaytan will fairly and adequately represent and protect the interests of the Arizona Class Members.

a. Plaintiff Gaytan understands that, as a class representative, she assumes a fiduciary responsibility to the Arizona Class Members to represent their interests fairly and adequately.

b. Plaintiff Gaytan recognizes that, as a class representative, she must represent and consider the interests of the Class Members just as she would represent and consider her own interests.

c. Plaintiff Gaytan understands that in decisions regarding the conduct of the litigation and its possible settlement, she must not favor her own interests over those of the Arizona Class Members.

d. Plaintiff Gaytan recognizes that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the best interests of the Arizona Class Members.

e. Plaintiff Gaytan understands that in order to provide adequate representation, she must remain informed of developments in the litigation, cooperate with class counsel by providing them with information and any relevant documentary materials in her possession, and testify, if required, in a deposition and at trial.

72. Plaintiff Gaytan, as the Named Plaintiff, has retained counsel competent and experienced in complex class action employment litigation.

73. A class action is superior to other available methods for the fair and efficient adjudication of this litigation, particularly in the context of wage litigation like the present action, where individual plaintiffs may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant. The Arizona Class Members have been damaged and are entitled to recovery as a result of Defendants' common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of each class are not de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

**FIRST CAUSE OF ACTION**
**(FAIR LABOR STANDARDS ACT: UNPAID OVERTIME WAGES)**
**Brought against All Defendants**

74. Plaintiffs' FLSA claims are brought against all Defendants.

75. Plaintiff Gaytan and other members of the FLSA Collective worked in excess of 40 hours a week but did not receive premium overtime pay for all hours worked over 40 in a workweek.

76. Defendants' failure to pay premium overtime wages to Plaintiff Gaytan and the FLSA Collective for all hours worked in excess of 40 hours per week violated FLSA, 29 U.S.C. § 207 and its implementing regulations and caused Plaintiff Gaytan and the FLSA Collective injury.

77. Defendants' failure to comply with the FLSA overtime protections caused Plaintiff Gaytan and the FLSA Class Members to suffer loss of wages and interest thereon, and they are entitled to recovery of unpaid overtime wages, liquidated damages, prejudgment interest, attorneys' fees, costs, and any other compensation pursuant to 29 U.S.C. § 201, et seq.

78. Defendants' violation of the FLSA was willful.

**SECOND CAUSE OF ACTION**
**(ARIZONA WAGE ACT)**
**Brought against Defendants AZ Peaks Restaurant Group, LLC and Dear Valley 101 Store 5, LLC**

79. Plaintiffs' Arizona Wage Act claim, including the Rule 23 class claims, are brought against Defendants AZ Peaks Restaurant Group, LLC and Dear Valley 101 Store 5, LLC.

80. Plaintiff Gaytan and members of the Arizona Class worked in excess of 40 hours a week but did not timely receive wages due.

81. Defendants' failure to timely pay premium overtime wages to Plaintiff Gaytan and the Arizona Class for all hours worked in excess of 40 hours per week violated Ariz. Rev. Stat. §§23-351, 23-352, 23-355(A) and their implementing regulations and caused Plaintiff Gaytan and the Arizona Class injury.

82. Defendants' failure to comply with the Arizona Wage Act caused Plaintiff Gaytan and the Arizona Class Members to suffer loss of wages and interest thereon, and they are entitled to recovery of unpaid wages, liquidated damages, treble damages, prejudgment interest, attorneys' fees, costs, and any other compensation pursuant to Ariz. Rev. Stat §§ 12-341.01, 23-355, 44-1201.

**RELIEF SOUGHT**

WHEREFORE, Named Plaintiff Gaytan prays for judgment against all Defendants, as follows:

1. For an Order recognizing this proceeding as a collective action under § 216(b) of the FLSA and ordering notice to the FLSA Class Members at the earliest opportunity to ensure FLSA Class Members' claims are not lost to the FLSA statute of limitations;

2. For an Order finding Defendants liable for unpaid back wages due to Plaintiff Gaytan and the FLSA Collective and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiffs under the FLSA;

3. For an Order finding Defendants' violation of the FLSA was willful;

4. For an Order awarding Plaintiff Gaytan and the FLSA Collective the costs of this action as provided under the FLSA;

5. For an Order awarding Plaintiff Gaytan and the FLSA Collective their attorneys' fees as provided under the FLSA;

6. For an Order awarding Plaintiff Gaytan and the FLSA Collective pre-judgment and post-judgment interest at the highest rates allowed by law; and

7. With respect to the Arizona Class, Named Plaintiff Gaytan prays for judgment against Defendants AZ Peaks Restaurant Group, LLC and Dear Valley 101 Store 5, LLC, as follows:

a. Certifying this action as a class action;

b. Designating Plaintiff Gaytan as the Class Representative;

c. Declaring that the practices complained of herein are unlawful under Arizona state law;

d. Appointing the undersigned as Class Counsel;

e. Ordering appropriate equitable and injunctive relief to remedy Defendants' violations of state law, including but not necessarily limited to an order enjoining Defendants from continuing its unlawful practices;

f. Awarding damages, treble damages, appropriate statutory penalties, and restitution to be paid by Defendants according to proof;

g. Awarding pre-judgment and post-judgment interest, as provided by law;

h. Awarding Plaintiff Gaytan and the Arizona Class Members their attorneys' fees and costs of suit, including expert fees and costs; and

8. Granting such other and further relief as may be necessary and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff and all others similarly situated hereby demand a trial by jury on all issues in this Complaint that are so triable as a matter of right.

DATED: August 21, 2026.

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By *s/ Ty D. Frankel*
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*Attorneys for Plaintiff*

# EXHIBIT 1

# CONSENT TO SUE UNDER THE FLSA

I, Abigail Gaytan, hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., to secure any unpaid wages, overtime pay, liquidated damages, attorneys' fees, costs, service awards, and other relief arising out of my employment at Twin Peaks, and any other associated parties. I authorize Getman, Sweeney & Dunn, PLLC and Frankel Syverson, PLLC, and any associated attorneys as well as any successors or assigns, to represent me in such action.

Dated: 07/21/2026

Abigail Gaytan

Abigail Gaytan

Abigail Gaytan (Jul 21, 2026 23:38:10 PDT)