

JUL 30 2009

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on behalf of herself and all others similarly situated
7

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES

BC 418872

10 DELIA MERAZ, on behalf of herself and all
others similarly situated,

) CASE NO.

11
12 Plaintiffs,

) CLASS ACTION COMPLAINT

13
14 v.

) 1) Failure to Pay Hourly and Overtime
Wages (Lab. Code §1194; IWC Order 5-
2001)

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16
17 MANCHA DEVELOPMENT COMPANY, a
California corporation, VINCE EUPIERRE, an
18 individual, and DOES 1 through 125, Inclusive,

) 2) Failure to Provide Meal Periods or
Compensation in Lieu Thereof (Lab. Code,
§§ 226.7, 512; IWC Order 5-2001(11); Cal.
Code Regs., Title 8, § 11050(11)

19
20 Defendants.

) 3) Failure to Provide Rest Periods or
Compensation in Lieu Thereof (Lab. Code,
§ 226.7; IWC Order 5-2001(12); Cal. Code
Regs., Title 8, § 11050(12))

) 4) Violations of the Unfair Competition
Law (Bus. & Prof. Code, §§ 17200-17208))

) 5) Violation and Enforcement of the Private
Attorney General Act (PAGA, Labor Code
§2698, et.seq.)

) DEMAND FOR JURY TRIAL

1 Plaintiff DELIA MERAZ, on behalf of herself and all others similarly situated, complains
2 and alleges as follows:

3 I.

4 **INTRODUCTION**

5 1. This case arises out of the failure to provide rest and meal periods, requiring
6 employees to work straight time and overtime while clocked out for meal periods, and requiring
7 employees to work in excess of eight (8) hours per day and/or forty (40) hours per week without
8 premium overtime compensation. The preceding applies to certain California employees
9 currently employed by, or formerly employed by Defendants MANCHA DEVELOPMENT
10 COMPANY, a California corporation, conducting business throughout the State of California
11 (hereinafter “MANCHA”) and VINCE EUPIERRE, an individual (collectively
12 “DEFENDANTS”). The proposed Plaintiff Class consists of persons classified as hourly non-
13 exempt employees and other similarly situated employees of Defendants (“Plaintiff Class
14 members”) who, during the class period, which is defined as four years prior to filing the
15 complaint through the time of trial were required to perform off the clock work while clocked out
16 for meal periods, were not paid all hourly and overtime wages, were denied the opportunity to
17 take meal periods, rest breaks, or an hour’s pay in lieu thereof, and experienced other wage and
18 hour law violations.

19 2. During the class period, Defendants had a consistent policy requiring Plaintiff
20 Class members, including Plaintiff, to perform work-related duties while clocked out for meal
21 periods without being compensated at their regular rate or overtime rate of pay in violation of
22 California state wage and hour laws.

23 3. During the class period, Defendants have had a consistent policy of failing to pay
24 Plaintiff Class members within the State of California, including Plaintiff, all hourly and
25 overtime wages.

26 4. During the class period, Defendants have had a consistent policy of requiring
27 Plaintiff Class members within the State of California, including Plaintiff, to work through meal
28 periods or work without a meal period for at least five (5) hours of a shift and failing to pay such

1 employees one (1) hour of pay at the employees' regular rate of compensation for each workday
2 that the meal period is not provided, or other compensation, as required by California state wage
3 and hour laws.

4 5. During the class period, Defendants have had a consistent policy of failing to
5 authorize, permit, and provide Plaintiff Class members within the State of California, including
6 Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
7 thereof and failing to pay such employees one (1) hour of pay at their regular rate of
8 compensation for each workday that the rest period is not provided, or other compensation, as
9 required by California state wage and hour laws.

10 6. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant to
11 Labor Code sections 201, 202, 203, 204, 218, 226.7, 512, 1194, and California Code of
12 Regulations, Title 8, section 11050 seeking unpaid hourly and overtime wages, unpaid rest and
13 meal period compensation, penalties, injunctive and other equitable relief, and reasonable
14 attorneys' fees and costs.

15 7. Plaintiff, on behalf of herself and all Plaintiff Class members, brings this action
16 pursuant to Business and Professions Code sections 17200-17208 seeking injunctive relief,
17 restitution, and disgorgement of all benefits Defendants enjoyed from their failure to provide
18 hourly wages and overtime wages for off-the-clock work, and rest and meal period
19 compensation.

20 II.

21 JURISDICTION AND VENUE

22 8. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
23 Civil Procedure, section 395. Defendants conduct business and commit Labor Code violations in
24 Los Angeles County, and each Defendant is within the jurisdiction of this Court for service of
25 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those
26 similarly situated within the State of California and within Los Angeles County. Defendants
27 employ numerous Class Members in Los Angeles County. The California Superior Court also
28 has jurisdiction in this matter because the individual members of the classes herein are under the

1 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
2 aggregate claim is under the five million dollar (\$5,000,000.00) threshold of the Class Action
3 Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based
4 solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of
5 Civil Procedure, Civil Code, and Business and Professions Code.

6 **III.**

7 **THE PARTIES**

8 **A. The Plaintiff**

9 9. Plaintiff DELIA MERAZ is a resident of Riverside County, California.

10 At all relevant times herein, Plaintiff was employed by Defendants as an Assistant Manager in
11 Riverside County, California, and was employed by MANCHA as an hourly employee in a non-
12 exempt capacity during the liability period.

13 10. Plaintiff DELIA MERAZ were regularly required to:

- 14 a. work off the clock while clocked out for meal periods;
- 15 b. work in excess of eight (8) hours in a day and/or forty (40) hours in a week
16 without overtime premium wages;
- 17 c. work through rest and meal periods;
- 18 d. work in excess of five (5) and/or ten (10) hours per day without being
19 provided a first and/or second meal period and not being compensated one
20 (1) hour of pay at her regular rate of compensation for each workday that a
21 meal period was not provided, all in violation of California labor laws,
22 regulations, and Industrial Welfare Commission Wage Orders;
- 23 e. work without being provided a minimum ten (10) minute rest period for
24 every four (4) hours or major fraction thereof worked and not being
25 compensated one (1) hour of pay or other compensation at her regular rate
26 of compensation for each work day that a rest period was not provided;

27 **B. The Defendants**

28 11. Defendant, MANCHA, a California Corporation, and any subsidiaries or affiliated

1 companies, are engaged in the ownership and operation of franchise restaurants located in
2 Riverside County and throughout California. During the liability period, Defendants employed
3 Plaintiff and similarly situated persons as Plaintiff Class members within California and
4 Riverside County. On information and belief, MANCHA is conducting business in good
5 standing in California.

6 12. Defendant VINCE EUPIERRE is an individual and principal of Defendant
7 MANCHA. During the liability period, Defendant VINCE EUPIERRE managed, owned,
8 operated and otherwise controlled MANCHA. On information and belief, Defendant VINCE
9 EUPIERRE was responsible for the creation and implementation of MANCHA's employment
10 policies, including its policies regarding overtime pay, regular pay, meal periods, rest breaks, and
11 other wage policies and practices.

12 13. The true names and capacities, whether individual, corporate, associate, or
13 otherwise, of Defendants sued here in as DOES 1 through 125, inclusive, are currently unknown
14 to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil
15 Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of
16 the Defendants designated herein as a DOE is legally responsible in some manner for the
17 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
18 reflect the true names and capacities of the Defendants designated hereinafter as DOES when
19 such identities become known.

20 14. Plaintiff is informed and believes, and based thereon alleges, that each
21 Defendant acted in all respects pertinent to this action as the agent of the other Defendants,
22 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
23 each Defendant are legally attributable to the other Defendants.

24 IV.

25 GENERAL ALLEGATIONS

26 15. Defendants operate and, at all times during the liability period, have conducted
27 business in San Diego County and elsewhere within California. Defendants operate franchise
28 restaurants throughout California selling food and beverages. At these franchise restaurants

1 Defendants have, among other things, employed persons as assistant managers and other hourly
2 non-exempt positions.

3 16. Upon information and belief, MANCHA is staffed by, among other positions,
4 non-exempt restaurant employees or other similar positions. Upon information and belief, these
5 employees work in non-exempt, non-managerial positions and include, but are not limited to,
6 assistant managers, cashiers, cooks, customer service representatives and or similar and
7 incidental positions related to the operation of a franchise restaurant, and have not been paid
8 during the relevant liability period straight time wages and overtime wages pursuant to the Labor
9 Code, Industrial Welfare Commission Wage Order 5-2001 and other applicable Wage Orders;
10 were not provided discretion to take rest periods for work periods of four hours or major
11 fractions thereof or meal periods for work days in excess of five (5) and or ten (10) hours; and,
12 were not compensated one hour's wages or other compensation in lieu thereof.

13 17. Plaintiff is informed and believes, and based thereon alleges, Defendants currently
14 employ, and during the relevant time period have employed, hundreds of employees in the State
15 of California in non-exempt positions such as assistant managers, cashiers, cooks, customer
16 service representatives and/or other similarly situated positions.

17 18. Plaintiff Class members spend the majority of their time doing the following
18 routine, non-discretionary tasks, including but not limited to: operating the cash register,
19 preparing food, taking customer orders, and general cleaning. These duties occupy more than
20 50% of the work time of each Plaintiff Class member.

21 19. Plaintiff Class members are, and at all relevant times pertinent hereto, have been
22 non-exempt employees within the meaning of California Labor Code, and the implementing rules
23 and regulations of the IWC California Wage Orders.

24 20. During the class period, named Plaintiff and members of Plaintiffs Class were
25 employed by Defendants as Plaintiff Class members and were paid on an hourly basis.

26 21. During the class period, Plaintiff and the members of Plaintiffs Class were
27 encouraged by management to regularly clock out for a meal break and continue working without
28 being paid at their regular rate of compensation.

1 Plaintiff Sub-Class: All Plaintiff Class members who were not provided with
2 statutory meal periods and who were not paid the hour of pay owed for meal
 periods which were not provided.

3 28. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
4 situated persons in a sub-class of the Plaintiff Class, which is composed of and defined as
5 follows:

6 Plaintiff Sub-Class: All Plaintiff Class members who were not provided with
7 statutory rest periods and who were not paid the hour of pay owed for rest periods
 which were not provided

8 29. Plaintiff reserves the right under Rule 3.765(b), California Rules of Court, to
9 amend or modify the Class description with greater specificity or further division into subclasses
10 or limitation to particular issues.

11 30. This action has been brought and may be properly maintained as a class action
12 under the provisions of California Code of Civil Procedure section 382 because there is a well-
13 defined community of interest in the litigation and the proposed Class is easily ascertainable.

14 **A. Numerosity**

15 31. The potential members of the Class as defined are so numerous that joinder of all
16 the members of the Class is impracticable. While the precise number of Class Members has not
17 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
18 and during the relevant time periods employed, hundreds of employees, many in the State of
19 California, in positions as Plaintiff Class members in Riverside County and dispersed throughout
20 California who have been affected by Defendants' policy of requiring hourly employees to work
21 off-the-clock during meal periods, requiring such employees to work in excess of eight (8) hours
22 in a day or forth (40) hours in a week without premium overtime compensation, and requiring
23 such employees to work through meal periods and not providing rest or second meal periods
24 without the appropriate legal compensation.

25 32. Accounting for employee turnover during the relevant periods necessarily
26 increases this number substantially. Upon information and belief, Plaintiff alleges Defendants'
27 employment records would provide information as to the number and location of all Class
28 Members. Joinder of all members of the proposed Class is not practicable.

1 **B. Commonality**

2 33. There are questions of law and fact common to the Class that predominate
3 over any questions affecting only individual Class Members. These common questions of law
4 and fact include, without limitation:

- 5 a. Whether Defendants violated California labor law and IWC Wage
6 Order 5-2001 by requiring the plaintiff class members to work off-
7 the-clock while clocked out for meal periods;
- 8 b. Whether Defendants violated California labor law by failing to pay
9 Plaintiff Class members proper overtime premium compensation
10 for all hours worked in excess of eight (8) per day and/or forty (40)
11 per week;
- 12 c. Whether Defendants violated Labor Code, sections 226.7 and 512,
13 IWC Wage Order 5-2001 or other applicable IWC Wage Orders,
14 and Cal. Code Regs., Title 8, section 11050 by denying Plaintiff
15 Class members an opportunity to take meal periods on days they
16 worked in excess of five hours and failing to compensate said
17 employees one hour's wages in lieu of meal periods;
- 18 d. Whether Defendants violated Labor Code, sections 226.7 and 512,
19 Wage Order 5-2001 or other applicable IWC Wage Orders, and
20 Cal. Code Regs., Title 8, section 11050 by denying Plaintiff Class
21 members an opportunity to take a second meal periods on days
22 they worked in excess of ten hours;
- 23 e. Whether Defendants violated Labor Code, section 226.7, Wage
24 Order 5-2001 or other applicable IWC Wage Orders, and Cal.
25 Code Regs., Title 8, section 11050 by failing to provide daily rest
26 periods to Plaintiff Class members for every four hours or major
27 fraction thereof worked and failing to compensate said employees
28 one hour's wages in lieu of rest periods;

- 1 f. Whether Defendants violated Sections 17200, *et seq.* of the
2 Business and Professions Code by failing to pay wages for all
3 hours worked, failing provide rest and meal periods without
4 compensating non-exempt employees one hour's pay for every day
5 such periods were not provided, failing to provide minimum
6 reporting time pay, and failure to compensate employees for
7 required expenses;
- 8 g. Whether Defendants violated Sections 17200, *et. seq.* of the
9 Business and Professions Code and Labor Code, sections 218,
10 226.7, 512, 1194, 2802, IWC Wage Order 5-2001 and other
11 applicable IWC Wage Orders of which violation constitutes a
12 violation of fundamental public policy;
- 13 h. Whether Plaintiffs and the members of the Plaintiff Class and sub-
14 classes are entitled to equitable relief pursuant to Business and
15 Professions Code, sections 17200, *et. seq.*

16 **C. Typicality**

17 34. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
18 and all members of the Class and sub-classes sustained injuries and damages arising out of and
19 caused by the Defendants' common course of conduct in violation of laws, regulations that have
20 the force and effect of law, and statutes as alleged herein.

21 **D. Adequacy of Representation**

22 35. Plaintiff will fairly and adequately represent and protect the interests of the
23 members of the Class. Counsel who represents Plaintiff are competent and experienced in
24 litigating large employment class actions.

25 **E. Superiority of Class Action**

26 36. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
28 questions of law and fact common to the Class predominate over any questions affecting only

1 individual members of the Class. Each member of the Class has been damaged and is entitled to
2 recovery by reason of Defendants' illegal policy and/or practice of failing to pay hourly wages,
3 failing to pay overtime wages for off-the-clock working while clocked out for meal periods,
4 denying Plaintiff Class members the opportunity to take rest and meal periods without legal
5 compensation, requiring employees to work in excess of ten hours per day without second meal
6 periods. Class action treatment will allow those similarly situated persons to litigate their claims
7 in the manner that is most efficient and economical for the parties and the judicial system.
8 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
9 action that would preclude its maintenance as a class action.

10 **VI.**

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Hourly and Overtime Wages**

14 **(Labor Code §1194; IWC Wage Order 7-2001; Cal. Code Regs., Title 8 § 11070(3))**

15 37. Plaintiff incorporates paragraphs 1 through 36 as though fully set forth herein.

16 38. By their failure to pay straight time and overtime wages, as alleged above,
17 Defendants willfully breached their agreement to pay hourly wages, violating the provisions of
18 Labor Code section 1194, IWC Wage Order 5-2001 and California Code of Regulations, section
19 11050(3).

20 39. As a result of the unlawful acts of Defendants, Plaintiff and the Class and sub-
21 classes she seeks to represent have been deprived of straight time and overtime wages and/or
22 other compensation in amounts to be determined at trial, and are entitled to recovery of such
23 amounts, plus interest thereon, attorneys' fees, and costs.

24 40. WHEREFORE, Plaintiff and the Class and sub-classes she seeks to represent
25 request relief as described below.

26 **SECOND CAUSE OF ACTION**

27 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

28 **(Lab. Code §§ 226.7, 512; IWC Order 7-2001 (11); Cal. Code Regs., Title 8 § 11070(11))**

41. Plaintiff incorporates paragraphs 1 through 40 as though fully set forth herein.

42. By their failure to afford proper minimum statutory first and second meal periods,

1 and failing to provide compensation for such unprovided meal periods, as alleged above,
2 Defendants willfully violated the provisions of Labor Code, sections 226.7 and 512, IWC Wage
3 Order No. 5-2001 and California Code of Regulations, section 11050(11).

4 43. As a result of the unlawful acts of Defendants, Plaintiff and the Class and sub-
5 classes she seeks to represent have been deprived of premium wages and/or other compensation
6 in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest
7 thereon, attorneys' fees, and costs.

8 44. WHEREFORE, Plaintiff and the Class and sub-classes she seeks to represent
9 request relief as described below.

10 **THIRD CAUSE OF ACTION**
11 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
(Lab. Code § 226.7; IWC Order 7-2001(12); Cal. Code Regs., Title 8 § 11070(12))

12 45. Plaintiff incorporates paragraphs 1 through 44 as though fully set forth herein.

13 46. By their failure to afford proper rest periods for every four (4) hours or major
14 fraction thereof worked per day by non-exempt employees, and failing to provide compensation
15 for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions
16 of Labor Code, section 226.7, IWC Wage Order No. 5-2001, and California Code of Regulations,
17 section 11050(12).

18 47. As a result of the unlawful acts of Defendants, Plaintiff and the Class and sub-
19 classes she seeks to represent have been deprived of premium wages and/or other compensation
20 in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest
21 thereon, attorneys' fees, and costs.

22 48. WHEREFORE, Plaintiff and the Class and sub-classes she seeks to represent
23 request relief as described below.

24 **FOURTH CAUSE OF ACTION**
25 **Violations of the Unfair Competition Law**
26 **(Bus. & Prof. Code, §§ 17200-17208)**

27 49. Plaintiff incorporates paragraphs 1 through 48 as though fully set forth herein.

28 50. Defendants' failure to pay for all working hours and to provide compensation for

1 unprovided rest and meal periods to Plaintiff and members of the Plaintiff Class and sub-classes,
2 under the IWC Wage Orders and under California Labor Code, as alleged herein, constitutes
3 unlawful activity prohibited by Business and Professions Code section 17200 *et seq.*

4 51. The actions of Defendants in failing to pay Plaintiff and members of the Plaintiff
5 Class in a lawful manner, as will be further alleged herein, constitute false, unfair, fraudulent and
6 deceptive business practices, within the meaning of Business and Professions Code, sections
7 17200, *et. seq.*

8 52. Plaintiff is entitled to an injunction, specific performance under Business and
9 Professions Code, section 17202, and/or other equitable relief against such unlawful practices in
10 order to prevent future loss, for which there is no adequate remedy at law, and to avoid a
11 multiplicity of lawsuits. She brings this cause individually and as a member of the general public
12 as a representative of all others subject to Defendants' unlawful acts and practices.

13 53. As a result of their unlawful acts, Defendants have reaped and continue to reap
14 unfair benefits at the expense of Plaintiff and the Class and sub-classes she seeks to represent.
15 Defendants should be enjoined from this activity, caused to specifically perform their obligations,
16 and made to disgorge these ill-gotten gains and restore to Plaintiff and the members of the
17 Plaintiff Class and sub-classes the wrongfully withheld wages and/or other moneys pursuant to
18 Business and Professions Code, sections 17200 *et seq.* Plaintiff is informed and believes, and
19 thereon alleges, that Defendants are unjustly enriched through their failure to provide hourly
20 wages, failure to provide overtime wages for working off-the-clock while clocked out for meal
21 periods, failure to provide meal periods or compensation in lieu thereof, and failure to provide
22 rest periods or compensation in lieu thereof to Plaintiff and members of the Plaintiff Class and
23 sub-classes.

24 54. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
25 members of the Plaintiff Class and sub-classes are prejudiced by Defendants' unfair trade
26 practices.

27 55. As a direct and proximate result of the unfair business practices of Defendants,
28 and each of them, Plaintiff and Plaintiff Class members, individually and on behalf of all

1 employees similarly situated, are entitled to equitable and injunctive relief, including full
2 restitution, specific performance, and/or disgorgement of all wages which have been unlawfully
3 withheld from Plaintiff and members of the Plaintiffs Class as a result of the business acts and
4 practices herein and enjoining of Defendants to cease and desist from engaging in the practices
5 described herein.

6 56. The illegal conduct alleged herein is continuing and there is no indication that
7 Defendants will discontinue such activity in the future. Plaintiff alleges that if Defendants are
8 not enjoined from the conduct set forth in this Complaint, they will continue to fail to provide
9 hourly wages, fail to provide overtime wages for working off-the-clock while clocked out for
10 meal periods, fail to provide meal periods or appropriate compensation in lieu thereof, fail to
11 provide rest periods or appropriate compensation in lieu thereof, and will fail to pay and avoid
12 paying appropriate taxes, insurance, and unemployment withholdings.

13 57. Plaintiff further requests that the court issue a preliminary and permanent
14 injunction prohibiting Defendants from continuing to fail to pay hourly wages, require employees
15 to work off-the-clock while clocked out for meal periods, and fail to furnish rest periods and
16 meal periods or provide appropriate compensation in lieu thereof..

17 58. WHEREFORE, Plaintiff and the Class and sub-classes she seeks to represent
18 requests relief as described below.

19 **Fifth Cause of Action Against All Defendants**
20 **Violation and Enforcement of Private Attorney General Act**
21 **Labor Code §2698 *et seq.***
(On Behalf of Plaintiff and the Putative Class)

22 59. Plaintiff incorporates paragraphs 1 through 58 as though fully set forth herein.

23 60. Defendants' policy and practice to require Plaintiff and the Plaintiff Class
24 members to work while clocked out for meal periods and to deny rest breaks subjects Defendants
25 to a civil penalty pursuant to California Labor Code section 226.7 and 1194.

26 61. Plaintiff has complied with the procedural requirements specified in Labor Code
27 Section 2699.3 as to Defendants' violations of Labor Code sections 226.7 and 1194. A true and
28 correct copy of the written notice sent via certified mail to the Labor and Workforce

1 Development Agency alleging the violations contained herein is attached hereto as Exhibit A,
2 and by this reference, the contents of Exhibit A are expressly incorporated herein as if set forth in
3 full. The time period for the Labor and Workforce Development Agency has passed without any
4 statement. As a consequence, Plaintiff has exhausted administrative remedies on behalf of
5 herself and all other aggrieved current and former employees of Defendants. Plaintiff, therefore,
6 pursues this cause of action as permitted by Labor Code Section 2699, *et seq.*

7 62. As a result of the violations alleged herein, Plaintiff, as an aggrieved employee on
8 behalf of herself and other current and former hourly non-exempt employees of Defendants,
9 seeks all civil penalties available pursuant to Labor Code Section 2699. Therefore, pursuant to
10 Labor Code Section 2699, Plaintiff, as an aggrieved employee on behalf of herself and other
11 current and former hourly non-exempt employees of Defendants, is entitled to collect all civil
12 penalties owed, attorneys' fees, expenses, and costs of suit.

13 VII.

14 PRAYER FOR RELIEF

15 WHEREFORE, Plaintiff prays for judgment as follows:

- 16 1. That the Court determine that this action may be maintained as a class action;
- 17 2. For compensatory damages in an amount according to proof with interest thereon;
- 18 3. For economic and/or special damages in an amount according to proof with
19 interest thereon;
- 20 4. For penalties for employees who were owed wages at termination under Labor
21 Code, section 203;
- 22 5. That Defendants be found to have engaged in unfair competition in violation of
23 section 17200 of the California Business and Professions Code;
- 24 6. That Defendants be ordered and enjoined to make restitution to the Class due to
25 their unfair competition, including disgorgement of their wrongfully-obtained
26 revenues, earnings, profits, compensation, and benefits, pursuant to California
27 Business and Professions Code, sections 17203 and 17204;
- 28 7. That Defendants be enjoined from continuing the illegal course of conduct,

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alleged herein;

8. That Defendants further be enjoined to cease and desist from unfair competition in violation of Section 17200 of the California Business and Professions Code;

9. That Defendants be enjoined from further acts of restraint of trade or unfair competition;

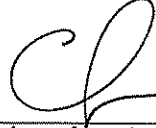
10. For collection of civil penalties pursuant to Labor Code Section 2699(f), a portion thereof to be distributed to the appropriate governmental agency(s);

11. For attorneys' fees, interests and costs of suit; and

12. For such other and further relief as the Court deems just and proper.

COHELAN KHOURY & SINGER
Counsel for Plaintiff

Dated: July 29, 2009

By: 
Christopher A. Olsen

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

COHELAN KHOURY & SINGER
Counsel for Plaintiff

Dated: July 29, 2009

By: 
Christopher A. Olsen

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

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DIANA M. KHOURY
MICHAEL D. SINGER,*APLC

ATTORNEYS AT LAW

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June 12, 2009

J. JASON HILL†
KIMBERLY D. NEILSON
CHRISTOPHER A. OLSEN

(† Also admitted in Illinois)

(* Also admitted in the District of Columbia)

(• Also admitted in Colorado)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: California Labor and Workforce Development Agency, Mancha Development Company,
and Vince Eupierre

From: Delia Meraz on behalf of herself and on behalf of all Mancha Development Company's
and Vince Eupierre's Burger King Franchise Assistant Managers and hourly employees in
the State of California

Factual Statement

Delia Meraz is a former hourly assistant manager at a Burger King franchise owned and operated by Mancha Development Company, and Vince Eupierre. Ms. Meraz and other assistant managers and hourly non-exempt employees were required to work through statutory meal periods and rest breaks in violation of California Labor Code and Industrial Welfare Commission Wage Orders (W.O. 5-2001). Additionally, Mancha Development Company, and Vince Eupierre failed to pay an hour's pay to Ms. Meraz and other hourly, non-exempt employees for meal periods and rest breaks. Claimant also contends that Mancha Development Company, and Vince Eupierre required employees to be clocked out for lunches and thus denied employees straight-time wages, and in some cases, premium overtime pay. As a consequence, Mancha Development Company, and Vince Eupierre has failed to comply with Labor Code sections 226.7, 510, 512, and Wage Order 5-2001.

Theories of Labor Code Violations and Remedies

Claimant and other hourly, non-exempt employees were at all times entitled to overtime pay, straight-time pay, meal periods, rest breaks, or an hour's pay in lieu thereof. Claimants are entitled to recover back wages for overtime pay, straight-time wages, and an hour's pay for each day they missed meal periods or rest breaks pursuant to Labor Code, sections 1194, 22.67 and Wage Order 5-2001, as well as all available penalties as set forth in Labor Code Section 2699(f).

Respectfully submitted,
COHELAN KHOURY & SINGER


Christopher A. Olsen

Victoria Bradshaw
June 12, 2009
Page 2

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Victoria Bradshaw, Secretary
California Labor and Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Mancha Development Company
2275 Sampson Avenue, Ste. 201
Corona, CA92879

Vince Eupierre
2275 Sampson Avenue, Ste. 201
Corona, CA92879

Domestic Mail Only, no insurance cover (99c) (7/01/05)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Postmark Here

Sent To
Victoria Bradshaw, secretary
 801 K street, suite 2101
 Sacramento, CA 95814

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Victoria Bradshaw
 Secretary
 California Labor & Workforce
 Development Agency
 801 K street, suite 2101
 Sacramento, CA 95814

2. Article Number (Transfer from service label) **7008 1830 0002 2960 4165**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-N

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X **RECEIVED** Agent Addressee

B. Received by (Printed Name) **JUN 15 2009** C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: **California Labor & Workforce Development Agency**

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Domestic Mail Only, no insurance cover (99c) (7/01/05)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Postmark Here

Sent To
Vince Eupierre
 2275 sampson Ave, ste. 201
 Corona, CA 92879

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vince Eupierre
 2275 Sampson Avenue
 Ste. 201
 Corona, CA 92879

2. Article Number (Transfer from service label) **7008 1830 0002 2960 4158**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X **D. May** Agent Addressee

B. Received by (Printed Name) **D. May** C. Date of Delivery **6-15-09**

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Domestic Mail Only, no insurance cover (99c) (7/01/05)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Postmark Here

Sent To
Mancha Development Company
 2275 sampson Ave. ste. 201
 Corona, CA 92879

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mancha Development
 Company
 2275 Sampson Avenue
 Ste. 201
 Corona, CA 92879

2. Article Number (Transfer from service label) **7008 1830 0002 2960 4141**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X **D. May** Agent Addressee

B. Received by (Printed Name) **D. May** C. Date of Delivery **6-15-09**

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes