

STANSBURY BROWN LAW
Daniel J. Brown (SBN 307604)
dbrown@stansburybrownlaw.com
Venice, California 90291
Tel: (323) 207-5925

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GARRETT BRUNQUELL, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

EATALY CENTURY CITY, LLC, a Delaware
limited liability company; and DOES 1 through
100,

Defendants.

CASE NO. 20SMCV00773

**REPRESENTATIVE ACTION
COMPLAINT:**

**CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Garrett Brunquell (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this Representative Action against Eataly Century City, LLC, a Delaware
3 limited liability company; and DOES 1 to 100 (collectively “Defendants”), inclusive, and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all similarly aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under Labor Code § 2698 *et seq.* This
8 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
9 amount in controversy exceeds this Court's jurisdictional minimum.

10 **VENUE**

11 2. Venue as to each Defendant is proper in this judicial district pursuant to California
12 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
13 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
14 Plaintiff was employed by Defendants within Los Angeles County.

15 **PARTIES**

16 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
17 Plaintiff was and currently is, a California resident. During statute of limitations period, Plaintiff
18 was employed by Defendants as a non-exempt employee in Los Angeles County.

19 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
20 year preceding the filing of this Representative Action Complaint and continuing to the present,
21 Defendants did (and do) business by operating market/restaurant complexes, and employed
22 Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the
23 State of California and, therefore, were (and are) doing business in Los Angeles County and the
24 State of California

25 5. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
27 were the employers of Plaintiff and the aggrieved employees (as defined herein).
28

1 6. Plaintiff does not know the true names, capacities, relationships and/or the extent
2 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
3 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
4 fictitious names. Plaintiff prays for leave to amend this Representative Action Complaint when
5 the true names and capacities are known. Plaintiff is informed and believes, and based thereon
6 alleges, that each fictitiously named defendant is and was responsible in some way for the alleged
7 wage and hour violations and other wrongful conduct which subjected Plaintiff and the aggrieved
8 employees, as defined below, to the illegal employment practices, wrongs and injuries
9 complained of herein. All references in this Representative Action Complaint to “Defendants”
10 shall be deemed to include all DOE Defendants.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one
14 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

20 9. At all times mentioned herein, Defendants, and each of them, were members of
21 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
22 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
23 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
24 aggrieved employees (as defined herein).

25 ///

26 ///

27 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

11. Throughout the duration of Plaintiff's employment, Defendants failed to compensate Plaintiff and other aggrieved employees for all hours worked. Specifically, Terra operated in two shifts. A lunch shift and a dinner shift. At least once every other week, Plaintiff and other non-exempt employees would attend a meeting conducted by Defendants at which they would be given beverages and food that Defendants wanted its non-exempt employees to incentivize customers to buy. While Defendants organized the meeting at their own location and benefitted from non-exempt employees attending the meeting, they nevertheless failed to pay Plaintiff and other aggrieved employees for this worktime in violation of California law. Further, some of this non-compensated time should have been paid at an overtime rate of pay.

13. Moreover, until approximately June 2019, Defendants instituted an unlawful tip pooling policy which failed to accurately record the amount of tip money each non-exempt employee was entitled to in violation of Labor Code Section 353.

15. Based on the foregoing, Plaintiff seeks to represent himself and all “Aggrieved Employees,” as defined by Labor Code Section 2699(c), which includes all current and former

1 non-exempt employees of Defendants who have worked in California from March 16, 2019 to
2 the present.

3 **FIRST CAUSE OF ACTION**
4 **PRIVATE ATTORNEYS GENERAL ACT**
5 **(AGAINST ALL DEFENDANTS)**

6 16. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
7 fully set forth herein.

8 17. Defendants have committed several Labor Code violations against Plaintiff and
9 other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of
10 Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings
11 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
12 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
13 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for
14 each subsequent violation or willfull or intentional violation pursuant to Labor Code § 210 for
15 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
16 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
17 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
18 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
19 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
20 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for
22 which no civil penalty is specifically provided, based on the following Labor Code violations;

24 a. Failing to compensate Plaintiff and other aggrieved employees with all
25 overtime wages for all hours worked in violation of Labor Code §§ 204, 510,
26 1194, and 1198;

27 b. Failing to compensate Plaintiff and other aggrieved employees with all
28 statutorily minimum wages for all hours worked in violation of Labor Code §§

1182.12, 1194, 1194.2, 1197, and 1198;

- c. Failing to furnish Plaintiff and similarly aggrieved employees with accurate and complete itemized wage statements in violation of Labor Code § 226;
- d. Failing to pay all final wages, including but not limited to minimum wages, agreed upon wages, and overtime wages to Plaintiff and other aggrieved employees upon their separation of employment from Defendants in violation of Labor Code §§ 201-203;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174, and 1198; and
- g. Failing to maintain accurate records of all gratuities received by non-exempt employees.

18. On March 16, 2020, Plaintiff notified Defendant Eatly Century City, LLC via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

19. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved

employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 17 (a)-(g) above.;

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g), and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: May 21, 2020

Respectfully submitted,
STANSBURY BROWN LAW

By:



Daniel J. Brown, Esq.
Attorneys for Plaintiff