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SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER RAMOS, as an individual, and on behalf of all others similarly situated,

PLAINTIFF,

v.

POURING WITH HEART, LLC, a Delaware limited liability company; HOSTING WITH HEART, LLC, a California limited liability company; LA BREA HISTORIC RESTAURANT, LLC, a California limited liability company; 75 1/2 RAINEY STREET LLC dba HALF STEP, a Texas limited liability company; and DOES 1 through 100, inclusive,

DEFENDANTS.

Case No.: 22STCV05070

[Assigned for all purposes to Hon. David S. Cunningham, Dept. 11.]

FIRST AMENDED CLASS ACTION

COMPLAINT

- 1. FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION (CAL. LAB. CODE §§ 226.7, 512);**
- 2. WAITING TIME PENALTIES (CAL. LAB. CODE § 203);**
- 3. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204);**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order);**
- 5. FAILURE TO PAY ALL ACCRUED SICK DAYS (CAL. LAB. CODE § 233);**
- 6. UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND**

**PROFESSIONS CODE § 17200, ET;
AND**

**7. CIVIL PENALTIES UNDER PRIVATE
ATTORNEYS GENERAL ACT (CAL
LAB. CODE § 2699 ET SEQ.).**

DEMAND FOR JURY TRIAL

PLAINTIFF CHRISTOPHER RAMOS (“PLAINTIFF” or “RAMOS”) as an individual, and on behalf of all others similarly situated complains and alleges on information and belief the following against POURING WITH HEART, LLC (hereinafter “POURING WITH HEART”), a Delaware limited liability company, HOSTING WITH HEART, LLC (“HOSTING WITH HEART”), a limited liability company, LA BREA HISTORIC RESTAURANT, LLC (“LA BREA”), a corporation, 75 1/2 RAINEY STREET LLC, a Texas limited liability company doing business as Half Step, and DOES 1 through 100, inclusive, (collectively, “DEFENDANTS”):

INTRODUCTION

1. This is a class action lawsuit being brought on behalf of all non-exempt employees who work(ed) for DEFENDANTS in California. PLAINTIFF and members of the PLAINTIFF CLASS (defined below) work(ed) as bartender employees at DEFENDANTS’ various locations in California. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to numerous wage and hour violations which are the result of systemic policies and procedures implemented by DEFENDANTS.

2. DEFENDANTS’ actions give rise to violations of state wage and hour laws, including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others similarly situated, seek to recover all wages which they and other employees of DEFENDANTS rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’ rampant and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees

JURISDICTION AND VENUE

3. The Court has personal jurisdiction over DEFENDANTS because they are residents and/or doing business in the state of California.

4. Venue is proper in this Court in accordance with Section 395(a) of the California Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing business in Los Angeles County. Moreover, DEFENDANTS employed PLAINTIFF and others similarly situated in Los Angeles County and the harms occurred in Los Angeles County.

PARTIES

5. PLAINTIFF CHRISTOPHER RAMOS is a resident of Los Angeles County, California.

6. PLAINTIFF is informed and believes and based thereon alleges that defendant POURING WITH HEART, LLC is a limited liability company which, at all times relevant herein, employed California persons in or near the City of Los Angeles, County of Los Angeles, State of California

7. PLAINTIFF is informed and believes and based thereon alleges that defendant HOSTING WITH HEART, LLC is a California limited liability company which, at all times relevant herein, employed California persons in or near the City of Los Angeles, County of Los Angeles, State of California.

8. PLAINTIFF is informed and believes and based thereon alleges that defendant LA BREA HISTORIC RESTAURANT, LLC is a California limited liability company which, at all times relevant herein, employed California persons in or near the City of Los Angeles, County of Los Angeles, State of California.

9. PLAINTIFF is informed and believes and based thereon alleges that defendant 75 1/2 RAINEY STREET LLC is a limited liability company doing business as Half Step, which, at all times relevant herein, employed California persons in or near the City of Los Angeles, County of Los Angeles, State of California.

10. Section 2 of the applicable Industrial Wage Commission (“IWC”) Order No. 5-2001, which governs persons employed in personal service companies, defines an “employer” as any “person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours or working conditions of any person.” PLAINTIFF, and others similarly situated including the PLAINTIFF

1 CLASS (defined below), are informed and believe and on this basis allege that DEFENDANTS
2 employ or exercise control over the wages, hours or working conditions of PLAINTIFF and the
3 rest of the PLAINTIFF CLASS as defined below.

4 11. PLAINTIFF is informed and believes and based thereon alleges that he was
5 employed by DEFENDANTS from on or about 2014 through, and including, July 26, 2021.

6 12. Whenever in this Complaint reference is made to DEFENDANTS, such allegations
7 shall be deemed to mean the acts of all defendants acting individually, jointly, and/or severally.

8 13. PLAINTIFF is informed and believes, and on that basis alleges, that POURING
9 WITH HEART, LLC, HOSTING WITH HEART, LLC, LA BREA HISTORIC RESTAURANT,
10 LLC., 75 1/2 RAINEY STREET LLC, and DOES 1 through 100 constitute an integrated enterprise
11 based on their interrelation of operations, common management, centralized control of labor
12 relations, common ownership, and financial control. Specifically, PLAINTIFF is informed and
13 believes and thereon alleges that: each of the DEFENDANTS operate according to uniform
14 policies and procedures for controlling the work of PLAINTIFF and the PLAINTIFF CLASS
15 (described below); DEFENDANTS operate as an interrelated operation; DEFENDANTS are
16 operated by a small group of shared officers and directors; and each of the DEFENDANTS share
17 and control the management of the premises where PLAINTIFF and members of the PLAINTIFF
18 CLASS work. Thus, adherence to the fiction of the separate existence of each defendant here would
19 permit abuse, sanction, fraud and promote injustice.

20 14. The true names and capacities of defendants named herein as DOES 1-100,
21 inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who
22 therefore sue these defendants by such fictitious names. PLAINTIFF will amend this Complaint
23 to show true names and capacities of these defendants when they are ascertained.

24 15. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
25 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
26 other, and at all times pertinent hereto were acting within the course and scope of their authority as
27 such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.
28 PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of

each other. Wherever reference is made to DEFENDANTS herein, it is intended to include all of the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFF damages as well as damages of members of the PLAINTIFF CLASS (described below).

CLASS ACTION ALLEGATIONS

16. PLAINTIFF brings this action on behalf of himself, and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class that PLAINTIFF seeks to represent (“PLAINTIFF CLASS”) is composed and defined as follows:

All California persons who are or have been non-exempt employees of DEFENDANTS since four (4) years prior to the filing of the initial Complaint until the entry of final judgment in this action (the “CLASS PERIOD”).

17. There exists a well-defined community of interests among the PLAINTIFF CLASS with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for the following reasons:

a. Numerosity and Ascertainability: The members of the class are so numerous that joinder of all members would be unfeasible and not practicable. While PLAINTIFF does not know the exact number and identity of all Class members, PLAINTIFF alleges, on information and belief, that the members of the PLAINTIFF CLASS exceed one hundred (100) persons. PLAINTIFF alleges, on information and belief, that the identity of such membership is readily ascertainable via inspection of the personnel records and other documents maintained by DEFENDANTS;

b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the claims of all members of the class as they arise out of the same course of conduct and are predicated on the same violation(s) of the law. PLAINTIFF and all members of the PLAINTIFF CLASS sustained injuries and damages arising out of DEFENDANTS’ common course of conduct in violation of laws as complained of herein.

c. Commonality: Common issues of fact and law predominate in this action over any allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS members arise from the same events or patterns or practices and are based on the same legal theories.

1 Specially, the following issues of fact and law, without limitation, predominate and make this
2 action superior to individual actions:

3 i. Whether DEFENDANTS failed to reimburse PLAINTIFF and members of
4 the PLAINTIFF CLASS for missed rest and meal breaks and failed to provide such breaks pursuant
5 to California Labor Code sections 226.7 and 512;

6 ii. Whether DEFENDANTS denied PLAINTIFF and members of the PLAINTIFF
7 CLASS all of the wages to which they are entitled pursuant to the California Labor Code, California
8 IWC Wage Orders, and all other applicable employment laws and regulations;

9 iii. Whether DEFENDANTS owe PLAINTIFF and members of the
10 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code section 203;

11 iv. Whether DEFENDANTS violated California Labor Code section 204 by
12 failing to pay all wages earned in a timely manner;

13 v. Whether DEFENDANTS have failed to properly provide accurate itemized
14 wage statements as well as keep accurate records as required by California Labor Code section 226
15 and the applicable Industrial Welfare Commission's ("IWC") Wage Order;

16 vi. Whether DEFENDANTS have failed to pay all accrued sick days and sick
17 leaves to PLAINTIFF and members of the PLAINTIFF CLASS for all sick hours earned and paid
18 during the relevant period;

19 vii. Whether DEFENDANTS engaged in unfair business practices under section
20 17200, *et. seq* of the California Business and Professions Code;

21 viii. The effect upon and the extent of damages suffered by PLAINTIFF and
22 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

23 ix. The effect upon and the extent of damages suffered by PLAINTIFF and
24 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

25 d. Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for
26 DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy
27 and practice of failing to provide breaks and failing to adequately compensate employees for all
28 time worked. PLAINTIFF and members of the PLAINTIFF CLASS do not have any significant

1 conflicts of interest with other members. Given the significance of the deprivation of their rights,
2 PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF CLASS. He has
3 retained competent and experienced legal counsel who specialize in employment, wage and hour,
4 and class action litigation to represent themselves and the proposed PLAINTIFF CLASS;

5 e. Superiority of Class Action: The disposition of PLAINTIFF and the proposed
6 PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the
7 parties and the Court. The nature of this action and the nature of the laws available to the
8 PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate
9 procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate
10 employer and a large number of individual employees possessing claims with common issues of
11 law and fact. If each employee were required to file an individual lawsuit, the corporate defendant
12 would necessarily gain an unconscionable advantage since each defendant would be able to exploit
13 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial
14 and legal resources. Requiring each class member to pursue an individual remedy would also
15 discourage the assertion of lawful claims by employees who would be disinclined to pursue an
16 action against their present and/or former employer for an appreciable and justifiable fear of
17 retaliation and permanent damage to their careers at present and/or subsequent employment. Proof
18 of a common business practice or factual pattern, of which the named PLAINTIFF experienced, is
19 representative of the class mentioned herein and will establish the right of each of the members of
20 the class to recovery on the claims alleged herein.

21 The prosecution of separate actions by the individual class members, even if possible,
22 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
23 to the individual class members against the defendants herein; and/or (b) legal determinations with
24 respect to individual class members which would, as a practical matter, be dispositive of the other
25 class members' claims who are not parties to the adjudications and/or would substantially impair
26 or impede the ability of class members to protect their interests. Further, the claims of the
27 individual members of the class are not sufficiently large to warrant vigorous individual
28 prosecution considering all of the concomitant costs and expenses attending thereto.

1 18. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
2 management of this action that would preclude its maintenance as a class action

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 19. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-
5 exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS
6 have been subjected to a variety of wage and hour violations during their employment with
7 DEFENDANTS.

8 20. Throughout their employment with DEFENDANTS, PLAINTIFF and members of
9 the PLAINTIFF CLASS are unable to take all of their 10-minute rest breaks as required by the
10 Labor Code, or their meal breaks at five hour intervals as required by law. PLAINTIFF and
11 members of the PLAINTIFF CLASS are also routinely not provided with compensation in lieu of
12 breaks as required by California law.

13 21. DEFENDANTS also overload PLAINTIFF's and members of the PLAINTIFF
14 CLASS' schedules and fail to allot enough time for PLAINTIFF and members of the PLAINTIFF
15 CLASS to take work-free periods where they are relieved of all duties. This, in effect, creates a
16 policy of not permitting employees to take all of their break periods. PLAINTIFF and members of
17 the PLAINTIFF CLASS are simply not relieved of all duty as required by law, for purposes of
18 taking their statutorily-entitled breaks.

19 22. DEFENDANTS furthermore did not pay for all wages due, as the paychecks that
20 PLAINTIFF and members of the PLAINTIFF CLASS were provided with did not account for all
21 break periods missed and, as a result, did not pay PLAINTIFF and members of the PLAINTIFF
22 CLASS all premiums for missed break periods.

23 23. DEFENDANTS also provided inaccurate wage statements to PLAINTIFF and
24 members of the PLAINTIFF CLASS. The wage statements are inaccurate with respect to the actual
25 hours worked by employees, the gross wages earned, and the net wages earned, among other
26 deficiencies. This is due to, for example, DEFENDANTS' violation of break period laws. The
27 inaccurate wage statements create an actual injury, including making it more difficult for
28 PLAINTIFF and members of the PLAINTIFF CLASS to determine what compensation they are

1 owed but were not paid. Overall, DEFENDANTS' itemized statements to PLAINTIFF and
2 members of the PLAINTIFF CLASS make it appear as if they have been paid for all hours worked
3 when in fact they have not been paid appropriately.

4 24. The aforementioned acts constitute unfair and unlawful practices as defined by law
5 pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
6 action, PLAINTIFFS seek to restore all wages to PLAINTIFF and members of the PLAINTIFF
7 CLASS that DEFENDANTS wrongfully took or withheld.

8 25. DEFENDANTS' violations of the law were willful and done according to
9 DEFENDANTS' established policies and procedures applicable to PLAINTIFF and all members
10 of the PLAINTIFF CLASS.

11 26. In addition, pursuant to California Labor Code § 2699.3, on January 19, 2022,
12 Plaintiff took the initiative to notify the Labor and Workforce Development Agency ("LWDA")
13 and DEFENDANTS of these violations, including the facts and theories to support the violations.
14 To date, the LWDA has not notified Plaintiff whether it would investigate the violations detailed
15 in his letter. Plaintiff reserves the right to amend the complaint once he receives a response from
16 the LWDA. Accordingly, Plaintiff has followed the appropriate steps to enable his to pursue civil
17 penalties pursuant to California Labor Code § 2699 for DEFENDANTS' California Labor Law
18 violations and violation of California Business & Professions Code §§ 17200, 17500 *et seq.*, as
19 alleged herein.

20 27. More than 65 days have elapsed since PLAINTIFF provided notice as required
21 under the statute to the LWDA and Defendants POURING WITH HEART, LLC, HOSTING
22 WITH HEART, LLC, LA BREA HISTORIC RESTAURANT, LLC, and 75 1/2 RAINEY
23 STREET LLC on or about January 19, 2022, and Plaintiff's counsel has received no response from
24 LWDA stating its intentions to prosecute Plaintiff's PAGA claims. PLAINTIFF has thus
25 adequately exhausted his PAGA administrative remedies. (See *Waisben v. UBS Financial*
26 *Services, Inc.*, 2008 U.S. Dist. LEXIS 21727, 2008 WL 753896, 1 (N.D. Cal. March 19, 2008);
27 *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1199, 1200, 78 Cal. Rptr. 3d 572 (2008)
28 (relation back doctrine protects plaintiff's PAGA claims from dismissal so long as PAGA claims

are filed before expiration of the one-year period).

FIRST CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION

(CAL. LAB. CODE §§ 226.7, 512)

(By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

28. PLAINTIFF realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth here.

29. DEFENDANTS failed to give PLAINTIFF and members of the PLAINTIFF CLASS rest breaks for shifts lasting four (4) hours or a major fraction thereof as required by law and failed to compensate them for missed rest breaks. In addition, DEFENDANTS failed to give PLAINTIFF and members of the PLAINTIFF CLASS an off-duty meal period for every five hours of work, as required by Labor Code Section 512. DEFENDANTS further failed to compensate them for missed meal breaks.

30. PLAINTIFF is informed and believes and alleges that the failure of DEFENDANTS to provide these breaks and to compensate PLAINTIFF and members of the PLAINTIFF CLASS for these missed breaks was willful, purposeful, and unlawful and done in accordance with the policies and practices of DEFENDANTS' operations.

31. As a proximate cause of the aforementioned violations, PLAINTIFF and members of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including penalties available pursuant to California Labor Code Sections 226.7, 558, plus interest; and reasonable attorney's fees and costs of suit according to CCP Section 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

4 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 32. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 33. Pursuant to California Labor Code section 201, if an employer discharges an
9 employee, the wages earned and unpaid at the time of the discharge are due and payable
10 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
11 employment, the wages earned and unpaid at the time of the discharge are due and payable within
12 seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203, if an
13 employer willfully fails to pay compensation upon discharge, then the employer is liable for
14 waiting time penalties in the form of compensation of up to thirty (30) workdays.

15 34. To this day, neither PLAINTIFF nor members of the PLAINTIFF CLASS have
16 received all the wages and other compensation they rightfully earned.

17 35. DEFENDANTS, and each of them, willfully refused and continue to refuse to
18 timely pay PLAINTIFF and members of the PLAINTIFF CLASS all wages earned in a timely
19 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests
20 restitution and penalties as provided by California Labor Code section 203.

21 36. At all times, PLAINTIFF and members of the PLAINTIFF CLASS have been
22 ready, willing and available to accept payment of these monies.

23 37. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to compensation
24 for all forms of wages earned, including, but not limited to, sums for unlawful deductions from
25 compensation and additional wages, but to date have not received such compensation therefore
26 entitling PLAINTIFF and the class to penalties under California Labor Code section 203.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**

3 **(CALIFORNIA LABOR CODE SECTION 204)**

4 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 38. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 39. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
9 employment of PLAINTIFF and the PLAINTIFF CLASS. At all relevant times, Labor Code
10 section 204 provided that all wages earned by any employee, such as PLAINTIFF and members of
11 the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 16th and 26th day of the month during which the work was performed. Furthermore,
14 at all times relevant hereto, Labor Code section 204 provided that all wages earned by any
15 employee, such as PLAINTIFF and members of the PLAINTIFF CLASS, in any employment
16 between the 16th and the last day, inclusive, of any calendar month, other than those wages due
17 upon termination of an employee, are due and payable between the 1st and 10th day of the
18 following month.

19 40. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
20 members of the PLAINTIFF CLASS wages for all hours worked.

21 41. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 members of the PLAINTIFF CLASS for all wages earned, and therefore violated Labor Code
23 section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
24 recover all damages, penalties and other remedies available for violation of Labor Code section
25 204.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(CALIFORNIA LABOR CODE § 226)**

4 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 42. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 43. California Labor Code section 226(a) and the applicable IWC Wage Order requires
9 that DEFENDANTS keep accurate records and semimonthly or at the time of payment of wages,
10 furnish each of his or her employees, itemize in wage statements, among other things, time records
11 showing when an employee ends and begins, meal periods, split shift intervals and total daily hours
12 worked shall also be recorded, when a piece rate or incentive plan is in operation, piece rates or an
13 explanation of the incentive plan formula shall be provided to the employees, an accurate
14 production record shall be maintained by the employer. Every employer shall also semimonthly
15 or at the time of each payment of wages furnish each employee, an itemized statement showing,
16 among other things all deductions.

17 44. DEFENDANTS knowingly and intentionally failed to comply with California
18 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required accurate
19 payroll records and by failing, on each and every wage statement that was provided to PLAINTIFF
20 and members of the PLAINTIFF CLASS, to accurately reflect wage information and properly
21 itemize deductions.

22 45. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
23 knowingly and intentionally provided inaccurate payroll records to PLAINTIFF and members of
24 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered
25 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the
26 applicable IWC Wage Order. In addition, PLAINTIFF and the PLAINTIFF CLASS have also
27 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
28 incurred to calculate lost wages. These additional litigation expenses include, but are not limited

1 to, attorney's fees, expert witnesses and other costs attendant to the calculation of lost wages when
2 such costs would not need to be incurred if DEFENDANTS had provided proper itemized wage
3 statements to PLAINTIFF and members of the PLAINTIFF CLASS that complied with California
4 Labor Code section 226(a) and the applicable IWC Wage Order.

5 46. California Labor Code section 226(e) and (g) provide that an employee suffering
6 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
7 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
8 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
9 in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
10 is entitled to an award of costs and reasonable attorney's fees.

11 47. PLAINTIFF and members of the PLAINTIFF CLASS are therefore entitled to
12 recover all amounts for all such wages and expenses and benefits on such wage statements,
13 penalties, interest, attorney's fees, and other court costs and expenses of suit, according to proof at
14 trial. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to recover, in addition
15 to or in lieu of some or all wages and expenses and benefits, nominal, actual and compensatory
16 damages in amounts according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL ACCRUED SICK DAYS**

19 **(CALIFORNIA LABOR CODE § 233)**

20 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
21 situated members of the PLAINTIFF CLASS against DEFENDANTS)

22 48. PLAINTIFF realleges and incorporates by reference each and every allegation
23 contained in the foregoing paragraphs as though fully set forth here.

24 49. At all times alleged herein, Labor Code section 233 was in full force and effect.
25 This code section requires employers who provide sick leave for employees to permit an employee
26 to use in any calendar year the employee's accrued and available sick leave entitlement, in an
27 amount not less than the sick leave that would be accrued during six months at the employee's then
28 current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

1 50. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
2 failure to recognize, and pay wages for, all hours compensable for the reasons specified in Labor
3 Code Section 246.5 from the amount of sick leave accrued for PLAINTIFF and members of the
4 PLAINTIFF CLASS.

5 51. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
6 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
7 Code section 233.

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

11 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
12 situated members of the PLAINTIFF CLASS against DEFENDANTS)

13 52. PLAINTIFF realleges and incorporates by reference each and every allegation
14 contained in the foregoing paragraphs as though fully set forth here.

15 53. DEFENDANTS' violations of the Employment Laws and Regulations, as alleged,
16 include, among other things: (1) DEFENDANTS' failure to reimburse PLAINTIFF and the
17 PLAINTIFF CLASS for all meal and rest breaks missed within the course and scope of their
18 employment. (2) DEFENDANTS' failure and refusal to pay all wages earned by PLAINTIFF and
19 the PLAINTIFF CLASS pursuant to DEFENDANTS' illegal pay practices described above; (3)
20 DEFENDANTS' failure to provide PLAINTIFF and the PLAINTIFF CLASS with accurate
21 itemized pay statements; and (3) DEFENDANTS' failure and refusal to pay PLAINTIFF and the
22 PLAINTIFF CLASS for accrued sick days. The aforementioned violations constitute unfair
23 business practices in violation of the Unfair Competition Law, California Business and Professions
24 Code Section 17200, et seq.

25 54. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have
26 reaped unfair benefits and illegal profits at the expense of PLAINTIFF, the PLAINTIFF CLASS
27 and members of the public. DEFENDANTS should be compelled to restore such monies to
28 PLAINTIFF and the PLAINTIFF CLASS.

1 **SEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(CALIFORNIA LABOR CODE §2699)**

4 (By PLAINTIFF in his individual capacity and in his capacity as a representative of all similarly
5 situated members of the PLAINTIFF CLASS, and on behalf of all aggrieved employees, against
6 DEFENDANTS)

7 55. PLAINTIFF realleges and incorporates by reference each and every allegation
8 contained in the foregoing paragraphs as though fully set forth here.

9 56. California Labor Code §2699(a) states:

10 Notwithstanding any other provision of the law, any provision of this code that
11 provides for a civil penalty to be assessed and collected by the Labor and Workforce
12 Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be
14 recovered through a civil action brought by an aggrieved employee on behalf of
15 himself or herself and other current or former employees...

16 57. PLAINTIFF and other employees are “aggrieved employees,” as defined by
17 California Labor Code §2699(c), because they were employed by DEFENDANTS POURING
18 WITH HEART, LLC, HOSTING WITH HEART, LLC, LA BREA HISTORIC RESTAURANT,
19 LLC, and 75 1/2 RAINEY STREET LLC, and were among the many employees against whom
20 violations of law were committed.

21 58. PLAINTIFF has met and/or will meet all of the requirements set forth in California
22 Labor Code §2699 *et seq.* necessary to maintain a civil action against DEFENDANTS for
23 violations of (and/or recovery under) California Labor Code sections including but not limited to
24 98.6, 201, 202, 203, 204, 210, 218.5, 226, 226(a), 226.3, 226.6, 233, 226.7, 512, 246, 558, 558.1,
25 1174, 1174.5, 1198, and 1199; as well as various IWC Wage Orders. Plaintiff exhausted his
26 administrative remedies, providing notice to the LWDA and Defendants as required by the PAGA
27 statute on or about January 19, 2022. No response was provided by Defendants or the LWDA to
28 Plaintiff's PAGA notice within sixty-five days.

59. PLAINTIFF brings this action on behalf of herself and all aggrieved employees alleging violations of the California Labor Code sections cited in the preceding paragraphs.

60. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, PLAINTIFF and all other aggrieved employees are entitled to penalties under California Labor Code Sections 2698 and 2699.

61. Pursuant to California Labor Code Section 2699, PLAINTIFF and aggrieved employees should be awarded twenty-five percent (25%) of all penalties due under California law, with the rest of the penalties to be awarded to the LWDA. PLAINTIFF is also entitled to her attorney's fees, costs, and interest.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray judgment as follows:

1. That the Court determine that Causes of Action 1 through 7 may be maintained as a class action.

2. For injunctive relief to stop DEFENDANTS' illegal practices described above, including, but not limited to, the payment of wages, including inaccurate itemized statements, sick days, compensation for sick days, and other practices;

3. For general and compensatory damages, according to proof;

4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS;

5. For waiting time penalties pursuant to California Labor Code section 203;

6. For penalties pursuant to California Labor Code and all other applicable Labor Code and/or Employment Laws and Regulations;

7. For reasonable attorneys' fees, pursuant to California Labor Code sections 226, 233, and/or California Code of Civil Procedure section 1021.5;

8. For attorney fees and costs pursuant to California Labor Code sections 218.5, 226, 2699 et seq, and 1194;

9. For statutory penalties as provided by law as well as under the PAGA statutes;

10. For interest accrued to date:

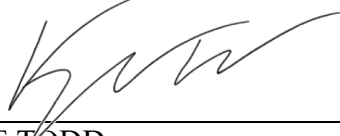
11. For costs of the suit incurred herein:

1 12. For attorney fees and costs pursuant to California Labor Code sections 226, 233 and
2 1021.5;

3 13. For such other and further relief that the Court may deem just and proper.
4

5
6 Dated: March 28, 2022

KYLE TODD, P.C.

7
8 By: 

KYLE TODD

ALFREDO NAVA

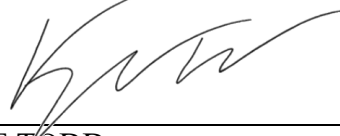
Attorneys for Plaintiff CHRISTOPHER RAMOS
individually, and on behalf of all other similarly
situated, as well as all aggrieved employees

9
10
11
12
13 **DEMAND FOR JURY TRIAL**

14 PLAINTIFF demands a jury trial on all claims and causes of action with respect to which
15 she has a right to a jury trial.

16
17 Dated: March 28, 2022

KYLE TODD, P.C.

18
19 By: 

KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff CHRISTOPHER RAMOS
individually, and on behalf of all other similarly
situated, as well as all aggrieved employees

PROOF OF SERVICE

Case Name: *Ramos v. Pouring with Heart, LLC, et al.*
Court and Case No.: *Los Angeles County Superior Court Case No.: 22STCV05070*

I am employed in the city of Los Angeles, county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 611 Wilshire Blvd., Suite 315; Los Angeles, CA 90017

On March 28, 2022, I served the document(s) described as:

FIRST AMENDED CLASS ACTION COMPLAINT

on the party or parties addressed as follows:

FISHER & PHILLIPS LLP
Drew Tate, Esq.
Nathan Okelberry, Esq.
Cina Kim
Melody Biglay
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
dtate@fisherphillips.com
nokelberry@fisherphillips.com
mbiglay@fisherphillips.com
cakim@fisherphillips.com

Attorney for Defendants

☐ (BY MAIL) I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (BY ELECTRONIC MEANS) Based upon an agreement between the parties and practice, I caused the documents to be sent to the person at the e-mail address listed here above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. I am readily familiar with my firm's business practice of processing and transmitting documents by e-mail and electronic transmissions and any such documents would be transmitted in the ordinary course of business.

☐ (BY OVERNIGHT DELIVERY SERVICE) I caused said envelope(s) to be delivered over-night via overnight delivery service in lieu of delivery by mail to the

addressee. I am readily familiar with my firm's business practice of delivering documents by the use of an overnight delivery service with the expectation that documents given to the service are reasonably calculated to be delivered the next day to their addressee.

☐ (BY FAX) Based upon a court order or an agreement between the parties to accept service to fax transmission, I caused to be transmitted the above-described document by facsimile machine to the fax number of (000) 000-0000 consistent with the California Code of Civil Procedure and California Rules of Court.

☐ (BY PERSONAL SERVICE) I delivered or caused to be delivered said envelope by hand to the offices of the addressee(s). I am readily familiar with my firm's business practice of personally serving documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 28, 2022, at Los Angeles, California.


MARIELA GARCIA

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

POURING WITH HEART, LLC, a Delaware limited liability company;

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHRISTOPHER RAMOS, as an individual, and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse (CENTRAL)
111 N Hill Street, Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):
22STCV05070

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kyle Todd, Esq. Kyle Todd, P.C. 611 Wilshire Blvd, Suite 315, Los Angeles, CA, 90017; 323-208-9171

DATE: 02/09/2022

(Fecha)

Clerk, by Sherri R. Carter Executive Officer / Clerk of Court, Deputy
(Secretario) J. Covarrubias (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date)

SHORT TITLE: RAMOS v. POURING WITH HEART, LLC, et al	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

HOSTING WITH HEART, LLC, a California limited liability company; LA BREA HISTORIC RESTAURANT, LLC, a California limited liability company; 75 1/2 RAINEY STREET LLC dba HALF STEP, a Texas limited liability company; and DOES 1 through 100, inclusive

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) 22STCV05070 Kyle Todd (State Bar No. 286370); Alfredo Nava (State Bar No. 282698) KYLE TODD, P.C. 611 Wilshire Blvd., Suite 315, Los Angeles, CA 90017 TELEPHONE NO.: (323) 208-9171 FAX NO. (Optional): (323) 693-0822 ATTORNEY FOR (Name): PLAINTIFF CHRISTOPHER RAMOS		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N Hill Street MAILING ADDRESS: 111 N Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central (Stanley Mosk Courthouse)		
CASE NAME: Ramos v. Pouring With Heart, LLC, et al		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 22STCV05070
		JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Six (6): failure to pay rest period comp., waiting time penal., appropriate pay period, itemized statements, sick time, unfair bus. practices
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 9, 2022

Kyle Todd

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Kyle Todd, Esq. (State Bar No. 286370)
 kyle@kyletodd.com
 Alfredo Nava (State Bar No. 282698)
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 E: kyle@kyletodd.com

Attorneys for PLAINTIFF CHRISTOPHER RAMOS, as an individual, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER RAMOS, as an individual, and on behalf of all others similarly situated,

PLAINTIFF,

v.

POURING WITH HEART, LLC, a Delaware limited liability company; HOSTING WITH HEART, LLC, a California limited liability company; LA BREA HISTORIC RESTAURANT, LLC, a California limited liability company; 75 1/2 RAINEY STREET LLC dba HALF STEP, a Texas limited liability company; and DOES 1 through 100, inclusive,

DEFENDANTS.

CLASS ACTION COMPLAINT

Case No.: **22STCV05070**

- 1. FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION (CAL. LAB. CODE §§ 226.7, 512);**
- 2. WAITING TIME PENALTIES (CAL. LAB. CODE § 203);**
- 3. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204);**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order);**
- 5. FAILURE TO PAY ALL ACCRUED SICK DAYS (CAL. LAB. CODE § 233);**
- 6. UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET**

DEMAND FOR JURY TRIAL

1 PLAINTIFF CHRISTOPHER RAMOS (“PLAINTIFF” or “RAMOS”) as an individual,
2 and on behalf of all others similarly situated complains and alleges on information and belief the
3 following against POURING WITH HEART, LLC (hereinafter “POURING WITH HEART”), a
4 Delaware limited liability company, HOSTING WITH HEART, LLC (“HOSTING WITH
5 HEART”), a limited liability company, LA BREA HISTORIC RESTAURANT, LLC (“LA
6 BREA”), a corporation, 75 1/2 RAINEY STREET LLC, a Texas limited liability company doing
7 business as Half Step, and DOES 1 through 100, inclusive, (collectively, “DEFENDANTS”):

8 **INTRODUCTION**

9
10 1. This is a class action lawsuit being brought on behalf of all non-exempt employees
11 who work(ed) for DEFENDANTS in California. PLAINTIFF and members of the PLAINTIFF
12 CLASS (defined below) work(ed) as bartender employees at DEFENDANTS’ various locations in
13 California. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to
14 numerous wage and hour violations which are the result of systemic policies and procedures
15 implemented by DEFENDANTS.

16
17 2. DEFENDANTS’ actions give rise to violations of state wage and hour laws,
18 including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others
19 similarly situated, seek to recover all wages which they and other employees of DEFENDANTS
20 rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’
21 rampant and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees

22 **JURISDICTION AND VENUE**

23
24 3. The Court has personal jurisdiction over DEFENDANTS because they are residents
25 and/or doing business in the state of California.

26 4. Venue is proper in this Court in accordance with Section 395(a) of the California
27 Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing
28 business in Los Angeles County. Moreover, DEFENDANTS employed PLAINTIFF and others

1 similarly situated in Los Angeles County and the harms occurred in Los Angeles Count.

2 **PARTIES**

3 5. PLAINTIFF CHRISTOPHER RAMOS is a resident of Los Angeles County,
4 California.

5 6. PLAINTIFF is informed and believes and based thereon alleges that defendant
6 POURING WITH HEART, LLC is a limited liability company which, at all times relevant herein,
7 employed California persons in or near the City of Los Angeles, County of Los Angeles, State of
8 California
9

10 7. PLAINTIFF is informed and believes and based thereon alleges that defendant
11 HOSTING WITH HEART, LLC is a California limited liability company which, at all times
12 relevant herein, employed California persons in or near the City of Los Angeles, County of Los
13 Angeles, State of California.

14 8. PLAINTIFF is informed and believes and based thereon alleges that defendant LA
15 BREA HISTORIC RESTAURANT, LLC is a California limited liability company which, at all
16 times relevant herein, employed California persons in or near the City of Los Angeles, County of
17 Los Angeles, State of California.
18

19 9. PLAINTIFF is informed and believes and based thereon alleges that defendant 75
20 1/2 RAINEY STREET LLC is a limited liability company doing business as Half Step, which, at
21 all times relevant herein, employed California persons in or near the City of Los Angeles, County
22 of Los Angeles, State of California.
23

24 10. Section 2 of the applicable Industrial Wage Commission (“IWC”) Order No. 5-
25 2001, which governs persons employed in personal service companies, defines an “employer” as
26 any “person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an
27 agent or any other person, employs or exercises control over the wages, hours or working
28 conditions of any person.” PLAINTIFF, and others similarly situated including the PLAINTIFF

1 CLASS (defined below), are informed and believe and on this basis allege that DEFENDANTS
2 employ or exercise control over the wages, hours or working conditions of PLAINTIFF and the
3 rest of the PLAINTIFF CLASS as defined below.

4 11. PLAINTIFF is informed and believes and based thereon alleges that he was
5 employed by DEFENDANTS from on or about 2014 through, and including, July 26, 2021.

6 12. Whenever in this Complaint reference is made to DEFENDANTS, such allegations
7 shall be deemed to mean the acts of all defendants acting individually, jointly, and/or severally.

8 13. PLAINTIFF is informed and believes, and on that basis alleges, that POURING
9 WITH HEART, LLC, HOSTING WITH HEART, LLC, LA BREA HISTORIC RESTAURANT,
10 LLC., 75 1/2 RAINEY STREET LLC, and DOES 1 through 100 constitute an integrated enterprise
11 based on their interrelation of operations, common management, centralized control of labor
12 relations, common ownership, and financial control. Specifically, PLAINTIFF is informed and
13 believes and thereon alleges that: each of the DEFENDANTS operate according to uniform
14 policies and procedures for controlling the work of PLAINTIFF and the PLAINTIFF CLASS
15 (described below); DEFENDANTS operate as an interrelated operation; DEFENDANTS are
16 operated by a small group of shared officers and directors; and each of the DEFENDANTS share
17 and control the management of the premises where PLAINTIFF and members of the PLAINTIFF
18 CLASS work. Thus, adherence to the fiction of the separate existence of each defendant here would
19 permit abuse, sanction, fraud and promote injustice.

20 14. The true names and capacities of defendants named herein as DOES 1-100,
21 inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who
22 therefore sue these defendants by such fictitious names. PLAINTIFF will amend this Complaint
23 to show true names and capacities of these defendants when they are ascertained.

24 15. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
25 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
26

1 other, and at all times pertinent hereto were acting within the course and scope of their authority as
2 such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.
3 PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of
4 each other. Wherever reference is made to DEFENDANTS herein, it is intended to include all of
5 the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE
6 defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFF
7 damages as well as damages of members of the PLAINTIFF CLASS (described below).
8

9 **CLASS ACTION ALLEGATIONS**

10 16. PLAINTIFF brings this action on behalf of himself, and all others similarly situated
11 as a class action pursuant to California Code of Civil Procedure section 382. The class that
12 PLAINTIFF seeks to represent (“PLAINTIFF CLASS”) is composed and defined as follows:

13 **All California persons who are or have been non-exempt employees of DEFENDANTS since**
14 **four (4) years prior to the filing of the initial Complaint until the entry of final judgment in**
15 **this action (the “ CLASS PERIOD”).**
16

17 17. There exists a well-defined community of interests among the PLAINTIFF CLASS
18 with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for
19 the following reasons:

20 a. Numerosity and Ascertainability: The members of the class are so numerous that
21 joinder of all members would be unfeasible and not practicable. While PLAINTIFF does not know
22 the exact number and identity of all Class members, PLAINTIFF alleges, on information and belief,
23 that the members of the PLAINTIFF CLASS exceed one hundred (100) persons. PLAINTIFF
24 alleges, on information and belief, that the identity of such membership is readily ascertainable via
25 inspection of the personnel records and other documents maintained by DEFENDANTS;
26

27 b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the
28 claims of all members of the class as they arise out of the same course of conduct and are predicated

1 on the same violation(s) of the law. PLAINTIFF and all members of the PLAINTIFF CLASS
2 sustained injuries and damages arising out of DEFENDANTS' common course of conduct in
3 violation of laws as complained of herein.

4 c. Commonality: Common issues of fact and law predominate in this action over any
5 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS members
6 arise from the same events or patterns or practices and are based on the same legal theories.
7 Specially, the following issues of fact and law, without limitation, predominate and make this
8 action superior to individual actions:

9 i. Whether DEFENDANTS failed to reimburse PLAINTIFF and members of
10 the PLAINTIFF CLASS for missed rest and meal breaks and failed to provide such breaks pursuant
11 to California Labor Code sections 226.7 and 512;

12 ii. Whether DEFENDANTS denied PLAINTIFF and members of the PLAINTIFF
13 CLASS all of the wages to which they are entitled pursuant to the California Labor Code, California
14 IWC Wage Orders, and all other applicable employment laws and regulations;

15 iii. Whether DEFENDANTS owe PLAINTIFF and members of the
16 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code section 203;

17 iv. Whether DEFENDANTS violated California Labor Code section 204 by
18 failing to pay all wages earned in a timely manner;

19 v. Whether DEFENDANTS have failed to properly provide accurate itemized
20 wage statements as well as keep accurate records as required by California Labor Code section 226
21 and the applicable Industrial Welfare Commission's ("IWC") Wage Order;

22 vi. Whether DEFENDANTS have failed to pay all accrued sick days and sick
23 leaves to PLAINTIFF and members of the PLAINTIFF CLASS for all sick hours earned and paid
24 during the relevant period;

25 vii. Whether DEFENDANTS engaged in unfair business practices under section
26 17200, *et. seq* of the California Business and Professions Code;

27 viii. The effect upon and the extent of damages suffered by PLAINTIFF and
28 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

1 d. Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for
2 DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy
3 and practice of failing to provide breaks and failing to adequately compensate employees for all
4 time worked. PLAINTIFF and members of the PLAINTIFF CLASS do not have any significant
5 conflicts of interest with other members. Given the significance of the deprivation of their rights,
6 PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF CLASS. He has
7 retained competent and experienced legal counsel who specialize in employment, wage and hour,
8 and class action litigation to represent themselves and the proposed PLAINTIFF CLASS;

9 e. Superiority of Class Action: The disposition of PLAINTIFF and the proposed
10 PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the
11 parties and the Court. The nature of this action and the nature of the laws available to the
12 PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate
13 procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate
14 employer and a large number of individual employees possessing claims with common issues of
15 law and fact. If each employee were required to file an individual lawsuit, the corporate defendant
16 would necessarily gain an unconscionable advantage since each defendant would be able to exploit
17 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial
18 and legal resources. Requiring each class member to pursue an individual remedy would also
19 discourage the assertion of lawful claims by employees who would be disinclined to pursue an
20 action against their present and/or former employer for an appreciable and justifiable fear of
21 retaliation and permanent damage to their careers at present and/or subsequent employment. Proof
22 of a common business practice or factual pattern, of which the named PLAINTIFF experienced, is
23 representative of the class mentioned herein and will establish the right of each of the members of
24 the class to recovery on the claims alleged herein.

25 The prosecution of separate actions by the individual class members, even if possible,
26 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
27 to the individual class members against the defendants herein; and/or (b) legal determinations with
28 respect to individual class members which would, as a practical matter, be dispositive of the other

1 class members' claims who are not parties to the adjudications and/or would substantially impair
2 or impede the ability of class members to protect their interests. Further, the claims of the
3 individual members of the class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses attending thereto.

5 18. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
6 management of this action that would preclude its maintenance as a class action

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 19. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-
9 exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS
10 have been subjected to a variety of wage and hour violations during their employment with
11 DEFENDANTS.

12 20. Throughout their employment with DEFENDANTS, PLAINTIFF and members of
13 the PLAINTIFF CLASS are unable to take all of their 10-minute rest breaks as required by the
14 Labor Code, or their meal breaks at five hour intervals as required by law. PLAINTIFF and
15 members of the PLAINTIFF CLASS are also routinely not provided with compensation in lieu of
16 breaks as required by California law.

17 21. DEFENDANTS also overload PLAINTIFF's and members of the PLAINTIFF
18 CLASS' schedules and fail to allot enough time for PLAINTIFF and members of the PLAINTIFF
19 CLASS to take work-free periods where they are relieved of all duties. This, in effect, creates a
20 policy of not permitting employees to take all of their break periods. PLAINTIFF and members of
21 the PLAINTIFF CLASS are simply not relieved of all duty as required by law, for purposes of
22 taking their statutorily-entitled breaks.

23 22. DEFENDANTS furthermore did not pay for all wages due, as the paychecks that
24 PLAINTIFF and members of the PLAINTIFF CLASS were provided with did not account for all
25 break periods missed and, as a result, did not pay PLAINTIFF and members of the PLAINTIFF
26 CLASS all premiums for missed break periods.

27 23. DEFENDANTS also provided inaccurate wage statements to PLAINTIFF and
28 members of the PLAINTIFF CLASS. The wage statements are inaccurate with respect to the actual

1 hours worked by employees, the gross wages earned, and the net wages earned, among other
2 deficiencies. This is due to, for example, DEFENDANTS' violation of break period laws. The
3 inaccurate wage statements create an actual injury, including making it more difficult for
4 PLAINTIFF and members of the PLAINTIFF CLASS to determine what compensation they are
5 owed but were not paid. Overall, DEFENDANTS' itemized statements to PLAINTIFF and
6 members of the PLAINTIFF CLASS make it appear as if they have been paid for all hours worked
7 when in fact they have not been paid appropriately.

8 24. The aforementioned acts constitute unfair and unlawful practices as defined by law
9 pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
10 action, PLAINTIFFS seek to restore all wages to PLAINTIFF and members of the PLAINTIFF
11 CLASS that DEFENDANTS wrongfully took or withheld.

12 25. DEFENDANTS' violations of the law were willful and done according to
13 DEFENDANTS' established policies and procedures applicable to PLAINTIFF and all members
14 of the PLAINTIFF CLASS.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

17 **(CAL. LAB. CODE §§ 226.7, 512)**

18 (By PLAINTIFF in his individual capacity and on behalf of all
19 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

20 26. PLAINTIFF realleges and incorporates by reference each and every allegation
21 contained in the foregoing paragraphs as though fully set forth here.

22 27. DEFENDANTS failed to give PLAINTIFF and members of the PLAINTIFF
23 CLASS rest breaks for shifts lasting four (4) hours or a major fraction thereof as required by law
24 and failed to compensate them for missed rest breaks. In addition, DEFENDANTS failed to give
25 PLAINTIFF and members of the PLAINTIFF CLASS an off-duty meal period for every five hours
26 of work, as required by Labor Code Section 512. DEFENDANTS further failed to compensate
27 them for missed meal breaks.

28 28. PLAINTIFF is informed and believes and alleges that the failure of DEFENDANTS

1 to provide these breaks and to compensate PLAINTIFF and members of the PLAINTIFF CLASS
2 for these missed breaks was willful, purposeful, and unlawful and done in accordance with the
3 policies and practices of DEFENDANTS' operations.

4 29. As a proximate cause of the aforementioned violations, PLAINTIFF and members
5 of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial,
6 but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the
7 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including
8 penalties available pursuant to California Labor Code Sections 226.7, 558, plus interest; and
9 reasonable attorney's fees and costs of suit according to CCP Section 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

13 (By PLAINTIFF in his individual capacity and on behalf of all
14 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

15 30. PLAINTIFF realleges and incorporates by reference each and every allegation
16 contained in the foregoing paragraphs as though fully set forth here.

17 31. Pursuant to California Labor Code section 201, if an employer discharges an
18 employee, the wages earned and unpaid at the time of the discharge are due and payable
19 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
20 employment, the wages earned and unpaid at the time of the discharge are due and payable within
21 seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203, if an
22 employer willfully fails to pay compensation upon discharge, then the employer is liable for
23 waiting time penalties in the form of compensation of up to thirty (30) workdays.

24 32. To this day, neither PLAINTIFF nor members of the PLAINTIFF CLASS have
25 received all the wages and other compensation they rightfully earned.

26 33. DEFENDANTS, and each of them, willfully refused and continue to refuse to
27 timely pay PLAINTIFF and members of the PLAINTIFF CLASS all wages earned in a timely
28 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests

1 restitution and penalties as provided by California Labor Code section 203.

2 34. At all times, PLAINTIFF and members of the PLAINTIFF CLASS have been
3 ready, willing and available to accept payment of these monies.

4 35. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to compensation
5 for all forms of wages earned, including, but not limited to, sums for unlawful deductions from
6 compensation and additional wages, but to date have not received such compensation therefore
7 entitling PLAINTIFF and the class to penalties under California Labor Code section 203.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**

10 **(CALIFORNIA LABOR CODE SECTION 204)**

11 (By PLAINTIFF in his individual capacity and on behalf of all
12 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

13 36. PLAINTIFF realleges and incorporates by reference each and every allegation
14 contained in the foregoing paragraphs as though fully set forth here.

15 37. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
16 employment of PLAINTIFF and the PLAINTIFF CLASS. At all relevant times, Labor Code
17 section 204 provided that all wages earned by any employee, such as PLAINTIFF and members of
18 the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
19 calendar month, other than those wages due upon termination of an employee, are due and payable
20 between the 16th and 26th day of the month during which the work was performed. Furthermore,
21 at all times relevant hereto, Labor Code section 204 provided that all wages earned by any
22 employee, such as PLAINTIFF and members of the PLAINTIFF CLASS, in any employment
23 between the 16th and the last day, inclusive, of any calendar month, other than those wages due
24 upon termination of an employee, are due and payable between the 1st and 10th day of the
25 following month.

26 38. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
27 members of the PLAINTIFF CLASS wages for all hours worked.

28 39. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and

1 members of the PLAINTIFF CLASS for all wages earned, and therefore violated Labor Code
2 section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
3 recover all damages, penalties and other remedies available for violation of Labor Code section
4 204.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

7 **(CALIFORNIA LABOR CODE § 226)**

8 (By PLAINTIFF in his individual capacity and on behalf of all

9 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

10 40. PLAINTIFF realleges and incorporates by reference each and every allegation
11 contained in the foregoing paragraphs as though fully set forth here.

12 41. California Labor Code section 226(a) and the applicable IWC Wage Order requires
13 that DEFENDANTS keep accurate records and semimonthly or at the time of payment of wages,
14 furnish each of his or her employees, itemize in wage statements, among other things, time records
15 showing when an employee ends and begins, meal periods, split shift intervals and total daily hours
16 worked shall also be recorded, when a piece rate or incentive plan is in operation, piece rates or an
17 explanation of the incentive plan formula shall be provided to the employees, an accurate
18 production record shall be maintained by the employer. Every employer shall also semimonthly
19 or at the time of each payment of wages furnish each employee, an itemized statement showing,
20 among other things all deductions.

21 42. DEFENDANTS knowingly and intentionally failed to comply with California
22 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required accurate
23 payroll records and by failing, on each and every wage statement that was provided to PLAINTIFF
24 and members of the PLAINTIFF CLASS, to accurately reflect wage information and properly
25 itemize deductions.

26 43. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
27 knowingly and intentionally provided inaccurate payroll records to PLAINTIFF and members of
28 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered

1 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the
2 applicable IWC Wage Order. In addition, PLAINTIFF and the PLAINTIFF CLASS have also
3 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
4 incurred to calculate lost wages. These additional litigation expenses include, but are not limited
5 to, attorney's fees, expert witnesses and other costs attendant to the calculation of lost wages when
6 such costs would not need to be incurred if DEFENDANTS had provided proper itemized wage
7 statements to PLAINTIFF and members of the PLAINTIFF CLASS that complied with California
8 Labor Code section 226(a) and the applicable IWC Wage Order.

9 44. California Labor Code section 226(e) and (g) provide that an employee suffering
10 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
11 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
12 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
13 in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
14 is entitled to an award of costs and reasonable attorney's fees.

15 45. PLAINTIFF and members of the PLAINTIFF CLASS are therefore entitled to
16 recover all amounts for all such wages and expenses and benefits on such wage statements,
17 penalties, interest, attorney's fees, and other court costs and expenses of suit, according to proof at
18 trial. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to recover, in addition
19 to or in lieu of some or all wages and expenses and benefits, nominal, actual and compensatory
20 damages in amounts according to proof at trial.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL ACCRUED SICK DAYS**

23 **(CALIFORNIA LABOR CODE § 233)**

24 (By PLAINTIFF in his individual capacity and on behalf of all
25 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

26 46. PLAINTIFF realleges and incorporates by reference each and every allegation
27 contained in the foregoing paragraphs as though fully set forth here.

28 47. At all times alleged herein, Labor Code section 233 was in full force and effect.

1 This code section requires employers who provide sick leave for employees to permit an employee
2 to use in any calendar year the employee's accrued and available sick leave entitlement, in an
3 amount not less than the sick leave that would be accrued during six months at the employee's then
4 current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

5 48. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
6 failure to recognize, and pay wages for, all hours compensable for the reasons specified in Labor
7 Code Section 246.5 from the amount of sick leave accrued for PLAINTIFF and members of the
8 PLAINTIFF CLASS.

9 49. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
10 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
11 Code section 233.

12 **SIXTH CAUSE OF ACTION**

13 **UNFAIR BUSINESS PRACTICES**

14 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

15 (By PLAINTIFF in his individual capacity and on behalf of all

16 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

17 50. PLAINTIFF realleges and incorporates by reference each and every allegation
18 contained in the foregoing paragraphs as though fully set forth here.

19 51. DEFENDANTS' violations of the Employment Laws and Regulations, as alleged,
20 include, among other things: (1) DEFENDANTS' failure to reimburse PLAINTIFF and the
21 PLAINTIFF CLASS for all meal and rest breaks missed within the course and scope of their
22 employment. (2) DEFENDANTS' failure and refusal to pay all wages earned by PLAINTIFF and
23 the PLAINTIFF CLASS pursuant to DEFENDANTS' illegal pay practices described above; (3)
24 DEFENDANTS' failure to provide PLAINTIFF and the PLAINTIFF CLASS with accurate
25 itemized pay statements; and (3) DEFENDANTS' failure and refusal to pay PLAINTIFF and the
26 PLAINTIFF CLASS for accrued sick days. The aforementioned violations constitute unfair
27 business practices in violation of the Unfair Competition Law, California Business and Professions
28 Code Section 17200, et seq.

52. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have reaped unfair benefits and illegal profits at the expense of PLAINTIFF, the PLAINTIFF CLASS and members of the public. DEFENDANTS should be compelled to restore such monies to PLAINTIFF and the PLAINTIFF CLASS.

53. DEFENDANTS' unfair business practices entitle PLAINTIFF and the PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not limited to, orders that DEFENDANTS account for and restore to PLAINTIFF and the PLAINTIFF CLASS the compensation unlawfully withheld from them. A request is also made for attorney's fees and costs pursuant to Labor Code Sections 233 and 226.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray judgment as follows:

1. That the Court determine that Causes of Action 1 through 6 may be maintained as a class action.
2. For injunctive relief to stop DEFENDANTS' illegal practices described above, including, but not limited to, the payment of wages, including inaccurate itemized statements, sick days, compensation for sick days, and other practices;
3. For general and compensatory damages, according to proof;
4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS;
5. For waiting time penalties pursuant to California Labor Code section 203;
6. For penalties pursuant to California Labor Code and all other applicable Labor Code and/or Employment Laws and Regulations;
7. For reasonable attorneys' fees, pursuant to California Labor Code sections 226, 233, and/or California Code of Civil Procedure section 1021.5;
8. For interest accrued to date;
9. For costs of the suit incurred herein;
10. For attorney fees and costs pursuant to California Labor Code sections 226, 233 and 1021.5;
11. For such other and further relief that the Court may deem just and proper.

1
2 Dated: February 9, 2022

KYLE TODD, P.C.

3
4 By: 

KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff CHRISTOPHER RAMOS
individually, and on behalf of all others similarly
situated

8
9 **DEMAND FOR JURY TRIAL**

10 PLAINTIFF demands a jury trial on all claims and causes of action with respect to which
11 she has a right to a jury trial.
12

13 Dated: February 9, 2022

KYLE TODD, P.C.

14
15 By: 

KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff CHRISTOPHER RAMOS
individually, and on behalf of all others similarly
situated

SHORT TITLE: RAMOS v. POURING WITH HEART, LLC, et al	CASE NUMBER 22STCV05070
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: RAMOS v. POURING WITH HEART, LLC, et al	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3	
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3	
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3	
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3	
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10	
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9	
	Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
		Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)		☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6	
Unlawful Detainer		Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11	
	Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11	
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11	

SHORT TITLE: RAMOS v. POURING WITH HEART, LLC, et al	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: RAMOS v. POURING WITH HEART, LLC, et al	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☒ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 118 E 6th Street
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90014	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: February 9, 2022


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.