

1 **DAVID A. PECK, ESQ.** (State Bar No. 171854)
Dave@coastlaw.com
2 **DANIELLE A. POMPEO, ESQ.** (State Bar No. 345942)
Danielle@coastlaw.com
3 **COAST LAW GROUP LLP**
1140 South Coast Hwy 101
4 Encinitas, CA 92024
Tel.: (760) 942-8505
5 Fax: (760) 942-8515

6 Attorneys for Plaintiff
Karim Plascencia
7

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 KARIM PLASCENCIA, an individual;

11 Plaintiff,

12 vs.

13 ELIZABETH CAMPOS, an individual;
14 HUMBLE HANDS: PASSION, ACTION,
JOURNEY, FOUNDATION INC, a
15 California Nonprofit corporation; LEGENDS
HOSPITALITY, LLC a Delaware limited
16 liability company; DELAWARE NORTH
COMPANIES, INCORPORATED, a
17 Delaware corporation and DOES 1 through
18 20, inclusive,

19 Defendants
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Case No.: 37-2024-00011250-CU-OE-CTL

COMPLAINT FOR:

1. **FAILURE TO PAY MINIMUM WAGE (Cal. Labor Code §1194 and § 1197);**
2. **MEAL AND REST BREAK VIOLATIONS; (Cal. Labor Code §512; Wage Order 5-2001);**
3. **FAILURE TO PAY EARNED WAGES (Cal. Labor Code §204);**
4. **OVERTIME VIOLATIONS (Cal. Labor Code §510; §1198);**
5. **WITHHOLDING TIPS AND GRATUITIES (Cal. Labor Code § 351);**
6. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS (Cal. Labor Code § 226);**
7. **FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. Labor Code § 226);**
8. **WAITING TIME PENALTIES (Cal. Labor Code §203);**
9. **UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code §§17200, *et seq.*);**
10. **CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE (Cal. Labor Code §2698 *et seq.*)**

[UNLIMITED JURISDICTION]

JURY TRIAL DEMANDED

COMES NOW Plaintiff KARIM PLASCENCIA who, by and through his attorneys, hereby alleges as follows:

PARTIES

1. At all times relevant hereto Plaintiff KARIM PLASCENCIA (hereafter “Plaintiff”) was, and is, an individual residing in San Diego County.

2. At all times relevant hereto Defendant ELIZABETH CAMPOS (hereafter “CAMPOS”) was, and is, an individual residing in San Diego County.

3. At all times relevant hereto Defendant HUMBLE HANDS: PASSION, ACTION, JOURNEY FOUNDATION INC (hereafter “HUMBLE HANDS”) was, and is, a California nonprofit corporation formed under the laws of the State of California, doing business in San Diego County.

4. At all times relevant hereto Defendant LEGENDS HOSPITALITY, LLC (hereafter “LEGENDS”) was, and is a Delaware limited liability company formed under the laws of the State of Delaware, doing business in San Diego County.

5. At all times relevant hereto Defendant DELAWARE NORTH COMPANIES, INCORPORATED (hereafter “DNC”) was, and is, a Delaware corporation formed under the laws of the State of Delaware, doing business in San Diego County.

6. Plaintiff alleges that Defendant CAMPOS was and is the creator and or controller of corporate defendant HUMBLE HANDS and DOES 1 through 20. There exists, and at all times herein mentioned existed, a unity of interest between Defendant CAMPOS and corporate Defendant HUMBLE HANDS, such that any individuality and separateness between Defendant CAMPOS and corporate Defendant HUMBLE HANDS has ceased, and corporate Defendant HUMBLE HANDS is the alter ego of Defendant CAMPOS.

7. Plaintiff alleges that corporate Defendant HUMBLE HANDS is, and at all times herein mentioned was, a mere shell and sham without capital, assets, stock, or stockholders. Said corporate Defendant was conceived, intended, and used by Defendant CAMPOS as a device to avoid individual liability and for the purpose of substitution a financially insolvent corporation in the place of Defendant CAMPOS.

8. Plaintiff alleges that corporate Defendant HUMBLE HANDS is, and at all times

1 mentioned herein was so inadequately capitalized that, compared with the business to be done by
2 corporate Defendant HUMBLE HANDS and the risks of loss attendant thereto, its capitalization was
3 illusory or trifling.

4 9. Plaintiff alleges that corporate Defendant HUMBLE HANDS is, and at all times herein
5 mentioned was, the alter ego of Defendant CAMPOS and there exists, and at all times herein mention
6 has existed, a unity of ownership between Defendants such that any separateness has ceased to exist in
7 that Defendant CAMPOS used assets of corporate Defendant HUMBLE HANDS for personal use,
8 caused assets of corporate Defendant HUMBLE HANDS to be transferred to him without adequate
9 consideration, and withdrew funds from corporate Defendant HUMBLE HANDS's bank accounts for
10 her personal use.

11 10. Plaintiff alleges that corporate Defendant HUMBLE HANDS is, and at all times
12 mentioned herein was, a mere shell, instrumentality, and conduit through which Defendant CAMPOS
13 carried on her business in the name of corporate Defendant HUMBLE HANDS exactly as it was
14 conducted previous to incorporation, exercising complete control and dominance of such business to and
15 such extent that any individuality or separateness of corporate Defendant HUMBLE HANDS and
16 Defendant CAMPOS does not now, and at any times herein mentioned did not, exist.

17 11. Plaintiff alleges that corporate Defendant HUMBLE HANDS is, and at all times
18 mentioned herein was controlled, dominated, and operated by Defendant CAMPOS as her individual
19 business and alter ego, in that the activities and the business of corporate Defendant was carried out
20 without any member meetings, no records or minutes of any corporate proceedings were maintained,
21 and Defendant CAMPOS entered into personal transactions with corporate Defendant HUMBLE
22 HANDS without the approval of other members.

23 12. Plaintiff alleges that adherence to the fiction of a separate existence of corporate
24 Defendant HUMBLE HANDS as an entity distinct from Defendant CAMPOS would permit abuse of the
25 corporate privilege and produce an inequitable result for Plaintiff.

26 13. Plaintiff believes and thereon alleges that, at all times relevant hereto, Defendant
27 CAMPOS has (1) controlled the business and affairs of HUMBLE HANDS, including any and all of its
28 affiliates; (2) commingled the funds and assets of the corporate entity, and diverted corporate funds and

1 assets for her personal use; (3) disregarded legal formalities and failed to maintain arm's length
2 relationships between the corporate entity; (4) inadequately capitalized HUMBLE HANDS; (5) used the
3 same office or business location and employed the same employees for the corporate entity; (6) used the
4 corporate entity as a mere shell, instrumentality, or conduit for herself and/or her individual businesses;
5 (7) used the corporate entity to procure labor services, or merchandise for another person or entity; (8)
6 manipulated the assets and liabilities between herself and the corporate entity as to concentrate the assets
7 in one and liabilities in another; (9) used the corporate entity to conceal its ownership, management, and
8 financial interest and/or personal business activities; and/or (10) used the corporate entity to shield
9 against personal obligations, and in particular the obligations as alleged in this Complaint.

10 14. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned
11 here, the acts of the business entities involved were performed by an employee, agent, officer, servant,
12 and or representative of Defendants.

13 15. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
15 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
16 informed and believe and thereon allege that each of the fictitiously named defendants are responsible in
17 some manner for the occurrences, failures, breaches and/or damages herein alleged; that Plaintiff's
18 alleged damages were proximately caused by these defendants; and that these defendants are liable for
19 or are sureties or guarantors for the actions described in this Complaint.

20 **JURISDICTION AND VENUE**

21 16. Jurisdiction and venue are further proper in the Superior Court of California, County of
22 San Diego, pursuant to California *Code of Civil Procedure* sections 395 and 395.5 and *Civil Code*
23 section 1812.10 because Plaintiff was employed by Defendants in San Diego, California and performed
24 work for Defendants in San Diego, California.

25 **COMMON ALLEGATIONS OF FACT**

26 17. In or around March 2023, Plaintiff was a 17-year-old high school student. He was
27 recruited by a friend to work at a concession stand at an event at the North Island Credit Union
28 Amphitheatre ("Amphitheatre").

1 18. Upon Plaintiff's arrival at the event, he was provided little to no training whatsoever.

2 19. Plaintiff immediately began taking food and drink orders, checking ID's to ensure the
3 patron was at least 21 years of age, and then fulfilling the food and beverages ordered, including
4 alcoholic beverages.

5 20. Shortly after his first shift, Plaintiff was informed by his coworkers that they were
6 actually working for a charity called HUMBLE HANDS, which was owned and operated by Defendant
7 CAMPOS.

8 21. Plaintiff believes and thereon alleges that LEGENDS operates the concessions stands at
9 the Amphitheatre via a contract with the Amphitheatre's owner. Plaintiff believes and thereon alleges
10 that LEGENDS subcontracts at least one concession stands to HUMBLE HANDS and CAMPOS.
11 Plaintiff believes and thereon alleges that HUMBLE HANDS is paid by LEGENDS in order to operate
12 at the Amphitheater and the two entities are joint employers.

13 22. CAMPOS also informed Plaintiff that she ran a HUMBLE HANDS concession booth at
14 Petco Park, and he could work shifts there as well.

15 23. Plaintiff believes and thereon alleges that DNC operates the concessions stands at Petco
16 Park via a contract with the city. Plaintiff believes and thereon alleges that DNC subcontracts at least
17 one concession stand to HUMBLE HANDS and CAMPOS. Plaintiff believes and thereon alleges that
18 DNC pays HUMBLE HANDS in order to operate at Petco Park and the two entities are joint employers.

19 24. Plaintiff believes and thereon alleges that CAMPOS employs an individual named Ms.
20 Veronica Dionne to operate the stands at Petco Park on CAMPOS's behalf.

21 25. Plaintiff was told by CAMPOS that he would be paid \$80 cash for shifts at the
22 Amphitheatre and \$90 cash for shifts at Petco Park. If the shift was longer than 10 hours, CAMPOS
23 would pay him an extra \$5. She then informed Plaintiff that he would not be paid until four to five
24 weeks after his first shift. She further instructed Plaintiff not to tell anyone that she was paying him
25 because that was "between them."

26 26. Upon information and belief, all Aggrieved Employees were paid in this manner.

27 27. PAGA defines an "Aggrieved Employee" in Labor Code section 2699(c) as "any person
28 who was employed by the alleged violator and against whom one or more of the alleged violations was

1 committed.”

2 28. Plaintiff and other current and former employees of HUMBLE HANDS are “Aggrieved
3 Employees” as defined by Labor Code section 2699(c) in that they are all HUMBLE HANDS’s current
4 or former employees and one or more of the alleged violations were committed against them.

5 29. If a patron of the concession stand inquired about the charity HUMBLE HANDS
6 supposedly represented, CAMPOS instructed the Aggrieved Employees to reply that the proceeds went
7 to “help children in Africa.”

8 30. Shifts at the Amphitheatre and Petco were organized by CAMPOS and Ms. Dionne via
9 text message.

10 31. Plaintiff typically arrived around 2 or 3 pm, before the start of an event at the
11 Amphitheatre, and worked until about 10:30 pm.

12 32. Initially, Plaintiff was not permitted to take a meal or rest break on any of his shifts.
13 When Plaintiff inquired about his breaks to CAMPOS, she informed Plaintiff that he could take a break,
14 but he was not allowed to eat.

15 33. CAMPOS also routinely intimidated the Aggrieved Employees and told them that she
16 would check their pockets to make sure they were not stealing from her. If CAMPOS or one of the other
17 managers saw Plaintiff on a break, they would tell him to get back to work and that his break was over.

18 34. On his last shift with the organization, Plaintiff attempted to take a break, but was told
19 only to take 15 minutes. Plaintiff replied that he had just worked over 6 hours and that he was entitled to
20 his full 30-minute break.

21 35. Plaintiff and the Aggrieved Employees of HUMBLE HANDS often received tips from
22 the patrons of Petco Park and the Amphitheatre via cash and credit card. However, Plaintiff did not
23 receive any portion of those tips at any time. CAMPOS assured the Aggrieved Employees that they
24 would receive their portion of the tips at the end of the season, but they never did.

25 36. Plaintiff believes and thereon alleges that CAMPOS kept the tips earned by the
26 Aggrieved Employees.

27 37. Other employees for Humble Hands informed Plaintiff that while they were working at
28 Petco, they had to “finagle the system” if they wanted to keep any of their tips. This included pocketing

1 cash tips upon receipt, selling alcoholic beverages for cash without ringing the transaction in the system,
2 and selling alcohol past last call for cash. This became common practice among CAMPOS's booths.

3 38. On one occasion, Plaintiff asked CAMPOS's assistant manager how much of the
4 proceeds go to the "children in Africa." This individual replied, "I don't know man, maybe 30-40%?
5 These foundations are pretty scammy. If you want to work for an actual charity, you're going to have to
6 go somewhere else."

7 39. Eventually, Plaintiff, through the help of his parents' assurance, terminated his
8 employment with CAMPOS, HUMBLE HANDS, LEGENDS, and DNC (collectively "Defendants").

9 40. Upon his resignation, DEFENDANTS owed Plaintiff payment for several events.
10 CAMPOS refused to provide him with payment. It wasn't until Plaintiff's mother got involved, that
11 CAMPOS finally paid Plaintiff the previously agreed upon rate.

12 41. Plaintiff believes and thereon alleges that Defendants LEGEND and DNC were aware of
13 the number labor law violations being committed by their subcontractor HUMBLE HANDS and
14 CAMPOS.

15 42. At all times set forth herein, PAGA provides that any provision of law under the
16 California Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed
17 and collected by the LWDA for violation of the California Labor Code and applicable IWC Wage Order
18 may, as an alternative, be recovered by aggrieved employees pursuant to procedures outlined in
19 California Labor Code section 2699.3.

20 43. Pursuant to California Labor Code Sections 2699.3 and 2699.5, an aggrieved employee,
21 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
22 been met:

23 a. The aggrieved employee shall give written notice by electronic mail (hereinafter
24 "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of
25 the California Labor Code alleged to have been violated, including the facts and theories to support the
26 alleged violations.

27 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
28 and the aggrieved employee that it does not intend to investigate the alleged violation within sixty (60)

1 calendar days of the emailing of the Employee's Notice. Upon receipt of the LWDA Notice, or if the
2 LWDA Notice is not provided within sixty (60) calendar days of the postmark date of the Employee's
3 Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code Section
4 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled
5 sixty-five (65) days after sending notice to the LWDA.

6 c. The employer may cure the alleged violation within 60 calendar days of the
7 postmark date of the notice. The employer shall give written notice by certified mail within that period
8 of time to the aggrieved employee or representative and the agency if the alleged violation is cured,
9 including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If
10 the alleged violation is not cured within the 60-day period, the employee may commence a civil action
11 pursuant to Section 2699.

12 d. On December 11, 2023, Plaintiff provided written notice by email to the LWDA
13 and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to
14 have been violated, including facts and theories to support the alleged violations, in accordance with
15 California Labor Code Section 2699.3. A true and correct copy of Plaintiff's written notice to the
16 LWDA and Defendants is attached hereto as "Exhibit 1."

17 e. As of the filing date of this complaint, over 65 days have passed since Plaintiff
18 sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate
19 Plaintiff's claims and Defendants have not cured the violations. Thus, Plaintiff has satisfied the
20 administrative prerequisites under California Labor Code Section 2699.3(a) and 2699.3(c) to recover
21 civil penalties against Defendant, in addition to other remedies, for violations of California Labor Code
22 Sections 201, 202, 203, 204, 226, 351, 510, 512, 1194, 1197, 1198, 1294.1, 1304, 1391, 1392, 2698 and
23 IWC Wage Order 5-2001.

24 f. Labor Code Section 558(a) provides "any employer or other person acting on
25 behalf of an employer who violates or causes to be violated, a section of this chapter or any provision
26 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to
27 a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
28 for each pay period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
3 to recover underpaid wages.” Labor Code Section 558(d) provides “the civil penalties provided for in
4 this section are in addition to other civil or criminal penalty provided by law.”

5 g. Defendants, at all times relevant to this complaint, were an employer or persons
6 acting on behalf of an employer(s) who violated Plaintiff and the Aggrieved Employees’ rights by
7 violating various sections of the California Labor Code as set forth above.

8 h. Pursuant to PAGA, and in particular, California Labor Code Sections 2699(a),
9 2699.3(a), 2699.3(c), 2699.5, and Section 558, Plaintiff, acting in the public interest as a private attorney
10 general, seeks assessment and collection of civil penalties for himself/herself, the Aggrieved Employees,
11 and the State of California against Defendants, in addition to other remedies, for violations of California
12 Labor Code Sections 201, 202, 203, 204, 226, 351, 510, 512, 1194, 1197, 1198, 1294.1, 1304, 1391,
13 1392, 2698 and IWC Wage Order 5-2001.

14 i. California Labor Code §§ 2698, et. seq. (“PAGA”) permits Plaintiff to recover
15 civil penalties for the violations of the Labor Code sections enumerated in Labor Code Section 2699.5.
16 Section 2699.5 enumerates Labor Code Sections 201, 203, 204, 226, 2751, and 2802. Labor Code
17 Section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
18 violations of those Labor Code sections not found in section 2699.5.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGE (Cal. Labor Code §§ 1194, 1197)**

21 **(Against all Defendants)**

22 44. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth
23 herein.

24 45. Plaintiff was an employee of Defendant HUMBLE HANDS. HUMBLE HANDS,
25 LEGENDS, and DNC are joint employers of Plaintiff and the Aggrieved Employees.

26 46. Plaintiff and the Aggrieved Employees performed work for Defendants by operating
27 concession stands at the Amphitheatre and Petco Park. This includes but is not limited to, taking food
28 and drink orders, preparing food, serving beverages, taking payments, checking ID’s, stocking and

cleaning the concession stand, and more.

47. Plaintiff and the Aggrieved Employees' shifts typically lasted between 7 and 8 hours.

48. Plaintiff and the Aggrieved Employees were paid a flat rate, in cash, of anywhere between \$80 and \$95 per shift.

49. Plaintiff and the Aggrieved Employees were not paid at least the legal minimum wage rate.

50. As a result of Defendants' failure to pay Plaintiff and the Aggrieved Employees minimum wage for all hours worked, Plaintiff and the Aggrieved Employees have been harmed.

SECOND CAUSE OF ACTION

MEAL AND REST BREAK VIOLATIONS (Cal. Labor Code §512; Wage Order 5-2001)

(Against all Defendants)

51. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth herein.

52. Plaintiff and the Aggrieved Employees were denied a 30-minute, uninterrupted, compliant meal break on most if not all shifts while working for Defendants.

53. On the rare occasion Plaintiff and the Aggrieved Employees were afforded a break at all, they were told by CAMPOS they could not eat or leave the area. Additionally, if Plaintiff and the Aggrieved Employees strayed too far from the concession stands, they were hounded by CAMPOS or her other managers to end their break early and get back to work.

54. Plaintiff and the Aggrieved Employees were never provided 10-minute rest breaks while working for Defendants.

55. Plaintiff and the Aggrieved Employees were discouraged from taking a 30-minute meal break or a 10-minute rest break.

56. Plaintiff and the Aggrieved Employees were not relieved of all duties during 30-minute meal breaks or a 10-minute rest break.

57. Defendants did not relinquish control over Plaintiff and the Aggrieved Employees during 30-minute meal breaks or a 10-minute rest break.

58. As a result of Defendants' actions, Plaintiff and the Aggrieved Employees are entitled to

one additional hour of pay for each noncompliant meal period and one additional hour of pay for each noncompliant rest break, per shift.

THIRD CAUSE OF ACTION

FAILURE TO PAY EARNED WAGES (Cal. Labor Code §204)

(Against all Defendants)

59. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth herein.

60. Defendants, as joint employers, failed to pay Plaintiff the wages he earned, as required by Code.

61. Defendants, as joint employers failed to pay all Aggrieved Employees the wages they earned, as required by the Code.

62. Plaintiff and the Aggrieved Employees have been deprived of their rightfully earned wages as a direct and proximate result of Defendants' failure to pay said earned wages. Plaintiff and the Aggrieved Employees are entitled to recover such amounts, plus interest thereon, as well as reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION

OVERTIME VIOLATIONS (Cal. Labor Code §510; §1198)

(Against all Defendants)

63. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth herein.

64. Plaintiff and the Aggrieved Employees performed work for Defendants.

65. Plaintiff and the Aggrieved Employees worked overtime hours for Defendants.

66. Defendants knew or should have known that Plaintiff and the Aggrieved Employees had worked overtime hours.

67. Plaintiff and the Aggrieved Employees were not paid the correct overtime rate for all of the overtime hours worked.

68. As a result of Defendants' actions, Plaintiff and the Aggrieved Employees have been damaged.

1 **FIFTH CAUSE OF ACTION**

2 **WITHHOLDING TIPS AND GRATUITIES (Cal. Labor Code § 351)**

3 **(Against Defendant CAMPOS and HUMBLE HANDS)**

4 69. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth
5 herein.

6 70. Plaintiff and the Aggrieved Employees were employees of Defendants.

7 71. Defendants maintained a tip pool in which money left by patrons in an amount over and
8 above the actual amount due for food and drink services was pooled to be distributed among employees
9 including Plaintiff and the Aggrieved Employees.

10 72. Defendant CAMPOS and HUMBLE HANDS kept most if not all of the tips meant for
11 Plaintiff and the Aggrieved Employees given by patrons.

12 73. Defendant CAMPOS and HUMBLE HANDS allowed ineligible individuals, such as
13 CAMPOS personally and other managers, to take money from the tip pool that Plaintiff and the
14 Aggrieved Employees were entitled to receive.

15 74. As a result of CAMPOS and HUMBLE HANDS' actions, Plaintiff and the Aggrieved
16 Employees have been harmed.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS (Cal. Labor Code § 226)**

19 **(Against all Defendants)**

20 75. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth
21 herein.

22 76. Labor Code § 226 (a) required Defendants, "semimonthly or at the time of each payment
23 of wages," to furnish Plaintiff and the Aggrieved Employees with "an accurate itemized statement in
24 writing" showing gross and net wages earned, total hours worked by the employee, rates of pay, and
25 other information. Defendants knowingly and intentionally failed to provide Plaintiff and the Aggrieved
26 Employees any wage statements at all.

27 77. Plaintiff and the Aggrieved Employees suffered injury as a result of Defendants' knowing
28 and intentional failure to provide them with the wage statements required by law.

78. Plaintiff and the Aggrieved Employees are entitled to fifty dollars (\$50) for the initial pay period in which a wage statement violation occurred, and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. Labor Code § 226)

(Against all Defendants)

79. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth herein.

80. California Labor Code section 226 requires that employers maintain accurate records.

81. Plaintiff and the Aggrieved Employees provided food and beverage services for Defendants in exchange for compensation.

82. Defendants, as Plaintiff and the Aggrieved Employees' joint employers, had an obligation to maintain accurate sales records so that they could accurately compensate Plaintiff and the Aggrieved Employees for all hours worked, and all gratuities earned.

83. Defendants failed to maintain accurate records.

84. Upon information and belief, Defendants failed to maintain accurate records in order to avoid paying Plaintiff and the Aggrieved Employees their rightfully earned compensation.

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES (Cal. Labor Code §203)

(Against all Defendants)

85. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth herein.

86. Defendants willfully failed to pay Plaintiff his accrued wages due to him promptly upon separation, as required by California Labor Code §§ 201 and 202.

87. At the time of Plaintiff's separation, he was owed money for minimum wage, overtime compensation, gratuities, and meal and rest break penalty payments.

88. Upon information and belief, all past Aggrieved Employees were owed money for

1 minimum wage, overtime compensation, gratuities, and meal and rest break penalty payments upon their
2 separation.

3 89. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory
4 penalties pursuant to Labor Code § 203.

5 **NINTH CAUSE OF ACTION**

6 **UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code §§17200, *et seq.*)**

7 **(Against all Defendants)**

8 90. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth
9 herein.

10 91. Plaintiff brings this action as a private attorney general acting on his own behalf, pursuant
11 to California Business & Professions Code §§ 17200 *et. seq.*, more commonly referred to as the Unfair
12 Competition Law ("UCL"). Plaintiff is acting in this capacity to remedy the ongoing unlawful, unfair
13 and fraudulent business practices alleged herein, and to seek injunctive relief and restitution. The
14 foregoing acts and omissions of these Defendants, and each of them, as alleged herein, affect trade and
15 commerce as that term is defined under the UCL.

16 92. The UCL defines unfair competition to include any unlawful, unfair, or fraudulent
17 business act or practice and provides that a court may order injunctive relief and restitution to the
18 effected parties as a remedy for any violation of the UCL.

19 93. Beginning at least on the dates alleged herein, and at all times relevant herein, Defendants
20 and DOES 1-20, and each of them, on behalf of themselves, have committed acts of unfair competition
21 proscribed by the UCL including the acts and practices alleged herein against this Plaintiff by violating
22 several California Labor Code statutes.

23 94. As a result of Defendants' unlawful conduct, Plaintiff is entitled to restitution or
24 disgorgement of any profits that Defendants received as a result of their unlawful, unfair, or fraudulent
25 business practices.

26 95. As a direct and proximate result of Defendants' unlawful, unfair, or fraudulent business
27 practices, Plaintiff has suffered damages in an amount to be proven at trial.

28 96. Defendants' ongoing unlawful, unfair, or fraudulent business practices are transgressions

1 of a continuing nature for which Plaintiff has no adequate remedy at law to determine the precise
2 amount of damages, Plaintiff seeks an Order pursuant to Business and Professions Code § 17203,
3 enjoining these Defendants, and each of them, from continuing to engage in these business acts and
4 practices as described herein, and ordering these Defendants, and each of them, to provide appropriate
5 restitution to Plaintiff. Plaintiff further seeks recovery of their reasonable attorneys' fees and costs
6 incurred in connection with the filing and prosecution of this action, pursuant to California Code of Civil
7 Procedure § 1021.5 and any other applicable law.

8 **TENTH CAUSE OF ACTION**

9 **CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE (Cal. Labor Code §2698 *et seq.*)**

10 **(Against all Defendants)**

11 97. Plaintiff realleges the allegations in the foregoing paragraphs as though fully set forth
12 herein.

13 98. During the relevant liability period and continuing so long as the violations persist, (the
14 Civil Penalty Period”), Defendants have violated and, on information and belief, continue to violate
15 provisions of the Labor Code, including §§ Sections 201, 202, 203, 204, 226, 351, 510, 512, 1194, 1197
16 ,1198, 1294.1, 1304, 1391, 1392, 2698 and IWC Wage Order 5-2001.

17 99. Labor Code sections 2699(a) and (g) authorize any aggrieved employee, on behalf of
18 himself and other current or former employees, to bring a civil action to recover civil penalties pursuant
19 to the procedures specific in Labor Code § 2699.3.

20 100. Plaintiff has complied with the procedure for bringing suit specified in Labor Code §
21 2699.3. On December 11, 2023, Plaintiff gave written notice by online filing with the LWDA and by
22 certified mail to Defendants of Plaintiff’s allegations of Labor Code violations. The LWDA failed to
23 notify this representative Plaintiff by 60 calendar days of the postmark date of the notice filing and
24 failed to send any notice within 65 days of Plaintiff’s filing of the notice of its intention to investigate
25 Plaintiff’s claimed violations.

26 101. Pursuant to § 2699.3, subdivision (a)(2), Plaintiff may seek civil penalties under the
27 PAGA, codified at Labor Code §§ 2698, *et seq.*

28 102. Pursuant to Labor Code § 2699, subdivisions (a) and (f), Plaintiff is entitled to recover

1 civil penalties for Defendants' violations of Labor Code §§ Labor Code Sections 201, 202, 203, 204,
2 226, 351, 510, 512, 1194, 1197 ,1198, 1294.1, 1304, 1391, 1392, 2698 and IWC Wage Order 5-2001 in
3 the following amounts:

- 4 a. For violations of Labor Code § 201, penalties in an amount to be proven at trial;
- 5 b. For violations of Labor Code § 202, penalties in an amount to be proven at trial;
- 6 c. For violations of Labor Code § 203, penalties in an amount to be proven at trial;
- 7 d. For violation of Labor Code § 204, one hundred dollars (\$100.00) for each
8 underpaid employee for each pay period the employee was underpaid, and two hundred
9 dollars (\$200.00) for each subsequent violation or any willful or intentional violation, for
10 each underpaid employee for each pay period, plus percent of the amount unlawfully
11 withheld (penalty amounts established by Labor Code Section 2699(f)(2));
- 12 e. For violation of Labor Code § 226(a), two hundred fifty dollars (\$250.00) for
13 each employee per pay period for the initial violation and one thousand dollars
14 (\$1,000.00) per employee in a subsequent violation (penalty amounts established by
15 Labor Code Section 226.3);
- 16 f. For violations of Labor Code § 351, penalties in an amount to be proven at trial;
- 17 g. For violations of Labor Code § 1194, penalties in an amount to be proven at trial;
- 18 h. For violations of Labor Code § 1197, penalties in an amount to be proven at trial;
- 19 i. For violations of Labor Code § 1198, penalties in an amount to be proven at trial;
- 20 j. For violations of Labor Code § 1294.1 , penalties in an amount to be proven at
21 trial;
- 22 k. For violations of Labor Code § 1304, penalties in an amount to be proven at trial;
- 23 l. For violations of Labor Code § 1391, penalties in an amount to be proven at trial;
- 24 m. For violations of Labor Code § 1392, penalties in an amount to be proven at trial;
- 25 n. For violation of Labor Code § 2802, one hundred dollars (\$100.00) for each
26 underpaid employee for each pay period the employee was underpaid, and two hundred
27 dollars (\$200.00) for each subsequent violation for each underpaid employee for each pay
28 period (penalty amounts established by Labor Code Section 2699(f)(2));

1 103. Plaintiff further demands reasonable attorney's fees, costs of suit, and interest pursuant to
2 California Labor Code §§ 2699(g)(1).

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 5 1. Plaintiff prays for judgment against Defendants on all causes of action;
6 2. For compensatory damages according to proof;
7 3. For general damages according to proof;
8 4. For punitive damages according to proof;
9 5. For interest thereon at the legal rate;
10 6. For attorneys' fees pursuant to the operative agreement;
11 7. For costs of suit incurred herein; and
12 8. For such other and further relief as the Court may deem just and proper.

13
14 Dated: March 11, 2024

COAST LAW GROUP LLP

15
16 By:



17 DAVID A. PECK, ESQ.
18 DANIELLE A. POMPEO, ESQ.
19 Attorneys for Plaintiff Karim Plascencia
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1 **C.C.P. § 425.115 NOTICE**

2 NOTICE TO ELIZABETH CAMPOS, an individual; HUMBLE HANDS: PASSION, ACTION,
3 JOURNEY, FOUNDATION INC, a California Nonprofit corporation; LEGENDS HOSPITALITY,
4 LLC a Delaware limited liability company; DELAWARE NORTH COMPANIES, INCORPORATED,
5 a Delaware corporation and DOES 1 through 20, inclusive,

6 Plaintiff KARIM PLASCENCIA reserves the right to seek \$1,000,000.00 or less in punitive
7 damages when said Plaintiff seeks a judgment in the suit filed against you.

8
9 Dated: March 11, 2024

COAST LAW GROUP LLP

10
11 By:



12 DAVID A. PECK, ESQ.
13 DANIELLE A. POMPEO, ESQ.
14 Attorneys for Plaintiff Karim Plascencia
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Exhibit "1"



1140 South Coast Hwy. 101
Encinitas, CA 92024

Tel 760-942-8505
Fax 760-942-8515
www.coastlawgroup.com
danielle@coastlaw.com

December 11, 2023

Via US Certified Mail

ELIZABETH CAMPOS
3303 Alvoca Street
Chula Vista, CA 91911

HUMBLE HANDS: PASSION, ACTION, JOURNEY, FOUNDATION INC
Incorporating Service, Inc.
Agent for Service of Process
5716 Corsa Ave Suite 110
Westlake Village, CA 91362

LEGENDS HOSPITALITY, LLC
Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive Suite 150
Sacramento, CA 95833

DELAWARE NORTH COMPANIES, INCORPORATED
Cogency Global Inc.
Agent for Service of Process
1325 J Street Ste 1550
Sacramento, CA 95814

RE: **Labor Code Private Attorneys General Act Notice**

To Whom it May Concern:

Please consider this a California Labor Code Private Attorney Generals' Act ("PAGA") notice filed pursuant to California Labor Code section 2699.3(b) on behalf of our client and the individual aggrieved employees (each, an "Aggrieved Employee" and collectively, "Aggrieved Employees") who are and were employed by ELIZABETH CAMPOS, HUMBLE HANDS: PASSION, ACTION, JOURNEY, FOUNDATION INC; LEGENDS HOSPITALITY, LLC; and DELAWARE NORTH COMPANIES, INCORPORATED (collectively "Employers"). Each Aggrieved Employee files this notice on behalf of themselves and as a representative of all other Employees who have

been exposed to these violations. See Labor Code § 2699(c); *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 85 (“[e]mployees who were subjected to at least one unlawful practice have standing to serve as PAGA representatives even if they did not personally experience each and every alleged violation.”)

Relevant Facts

Mr. Plascencia and the Aggrieved Employees were and are minors employed by Employers to run concession stands at Petco Park and the North Island Credit Union Amphitheatre in San Diego. Mr. Plascencia and the Aggrieved Employees worked for less than minimum wage, were not provide wage statements, not paid for overtime hours worked, and not provided meal and rest breaks. Mr. Plascencia and the Aggrieved Employees checked ID’s and served alcoholic beverages to patrons despite being under 18 years of age. Mr. Plascencia and the Aggrieved Employees worked in violations of minor labor laws in that Employers did not obtain valid Permits to Work. Mr. Plascencia and the Aggrieved Employees worked outside of hours and days permissible to minors. Additionally, Mr. Plascencia and the Aggrieved Employees were not paid all wages owed upon separation from the company, as they were owed penalties for missed meal and rest periods, as well as overtime payments.

Violations of California Law

Mr. Plascencia and the Aggrieved Employees contend that Defendants violated and continue to violate numerous California Labor laws including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 351, 510, 512, 1194, 1197, 1198, 1294.1, 1304, 1391, 1392, 2698 and IWC Wage Order 5-2001. Plaintiff and the Aggrieved Employees contend that Defendants (1) failed to pay minimum wage; (2) committed meal and rest break violations; (3) failed to pay earned wages; (4) failed to pay earned overtime; (5) withheld tips and gratuities; (6) failed to furnish accurate wage statements; (7) failed to maintain accurate records; (8) incurred waiting time penalties;

(9) committed child working hours violations; (10) committed child restricted occupation violations; and (11) failed to obtain valid permits to work.

Accordingly, Mr. Plascencia and the Aggrieved Employees intend to seek all applicable civil penalties related to the foregoing violations. A copy of this Notice has been sent via Certified Mail to all Employers listed above.

Sincerely,

COAST LAW GROUP LLP



Danielle Pompeo, Esq.