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Attorneys for Plaintiff Daimen Wagner,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAIMEN WAGNER, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

PARK PLACE ASSET MANAGEMENT, A
CALIFORNIA LIMITED PARTNERSHIP, a
California limited partnership, BARCELONA
APARTMENTS INVESTORS, A
CALIFORNIA LIMITED PARTNERSHIP, a
California limited partnership, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: **24CV013347**

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 221, 226(a), 226.7,
227.3, 246, 510, 512, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

1 Plaintiff DAIMEN WAGNER (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of PARK PLACE
3 ASSET MANAGEMENT, A CALIFORNIA LIMITED PARTNERSHIP, a California limited
4 partnership, BARCELONA APARTMENTS INVESTORS, A CALIFORNIA LIMITED
5 PARTNERSHIP, a California limited partnership, and any subsidiaries or affiliated companies
6 (hereinafter referred to as “Defendants”) as follows:

7 **I.**

8 **INTRODUCTION AND FACTUAL BACKGROUND**

9 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
10 Plaintiff and other non-exempt California employees who currently work or formerly worked for
11 Defendants (“Aggrieved Employees”).

12 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
13 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
14 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
15 consistent policies of:

16 a. Failing to pay Plaintiff and Aggrieved Employees all minimum and overtime
17 wages earned and made illegal deductions from wages during the course of employment, in
18 violation of Labor Code §§ 221, 510, 558, and 1194. Defendants required Plaintiff and
19 Aggrieved Employees to be on on-call for up to one week at a time, but they were never paid
20 for this on-call time. An employer is obligated to pay the wages of an hourly employee for all
21 time that the employee is under the control of the employer, and this includes all the time the
22 employee is suffered or permitted to work, whether or not required to do so. When Plaintiff
23 and other Aggrieved Employees were on-call, they were under the control of Defendants, and
24 were required to answer their phones immediately to address work-related issues.
25 Accordingly, Plaintiff and Aggrieved Employees should have been compensated for all hours
26 worked, but Defendants failed to do so. Defendants also improperly deducted wages from
27 Plaintiff and Aggrieved Employees’ wages—if they missed a day of work Defendants would
28 deduct the daily rent from their wages. Defendants also improperly deducted a security deposit

1 fee from their wages. These instances deprived Plaintiff and other Aggrieved Employees of
2 significant hours worked and wages due (and resulted in illegal deductions), and constitute
3 violations of Labor Code §§ 221, 510, 558, 1194, and IWC Wage Order 4-2001;

4 b. Failing to properly blend bonuses, commissions, and other non-base hourly
5 wages (including reduced or complimentary rent), earned by Plaintiff and other Aggrieved
6 Employees into their regular rate of pay for purposes of paying them meal and rest period
7 premiums, overtime wages, vacation wages, and sick pay wages at the correct rates, in
8 violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194. Defendants paid
9 Plaintiff and other Aggrieved Employees bonuses, commissions, and other non-base hourly
10 wages (including reduced or complimentary rent); however, Defendants failed to properly
11 blend these wages, and instead pay Plaintiff and other Aggrieved Employees meal and rest
12 period premiums, overtime wages, vacation wages, and sick pay wages based only on the base
13 hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal and
14 rest period premiums, overtime wages, vacation wages, and sick pay wages earned. This
15 violates Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194;

17 c. Failing to pay correct premium wages to other Aggrieved Employees who were
18 denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC
19 Wage Order 4-2001. Aggrieved Employees were routinely denied, and not authorized to take,
20 a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five
21 hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that
22 exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of
23 pay for each missed first or second meal period. This violates Labor Code §§ 226.7, 512, and
24 558 and IWC Wage Order 4-2001;

26 d. Failing to pay correct premium wages to Aggrieved Employees who were
27 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.
28 Employees were routinely unable to take a 10-minute rest period for every four (4) hours of

1 work or major fraction thereof, but were not paid premium wages of one hour's pay for each
2 missed rest period. They were simply denied and not authorized to take their legally entitled
3 rest periods and were never paid premium wages for missed rest periods. This violates Labor
4 Code § 226.7 and IWC Wage Order No. 4-2001;

5 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
6 statements that fully and accurately itemized the requirements set forth in Labor Code §§
7 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as
8 stated above. As such, the wage statements provided by Defendants failed to accurately state
9 all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
10 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
11 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
13 226.3. Furthermore, and independent of the above allegations, the wage statements issued to
14 Plaintiff and Aggrieved Employees fail to set forth all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked, in violation of Labor Code §§
16 226(a)(9) and 226.3—the wage statements simply omit these entries, making it impossible to
17 determine their veracity or whether they are fully compensated for all hours worked at the
18 correct rates of pay; and
19

20 f. Failing to pay Plaintiff and Aggrieved Employees all wages due at the
21 separation of their employment based on the time frames required by Labor Code §§ 201 and
22 202. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due
23 during the course of their employment and, as a result of this failure, they were not timely
24 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
25 202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed
26 by Defendants.
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3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in Sacramento County, California.

III.

PARTIES

A. Plaintiff

5. Plaintiff DAIMEN WAGNER was employed by Defendants from November 2023 through March 2024 in Sacramento County, California.

B. Defendant

6. Defendant PARK PLACE ASSET MANAGEMENT, A CALIFORNIA LIMITED PARTNERSHIP, is a California limited partnership, that employed Plaintiff and Aggrieved Employees in Sacramento County, California.

7. Defendant BARCELONA APARTMENTS INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, is a California limited partnership that employed Plaintiff and Aggrieved Employees in Sacramento County, California.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

10. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 221, 226(a), 226.7, 227.3, 246, 510, 512, AND 1194 AND PURSUANT
TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 221, 226(a), 226.7, 227.3, 246, 510, 512, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

14. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

15. On April 29, 2024 and May 1, 2024, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within

1 sixty-five (65) calendar days of April 29, 2024 or May 1, 2024. Plaintiff may therefore commence
2 this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5 V.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;

10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;

12 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
13 applicable law; and

14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: July 5, 2024

Respectfully submitted,

16 GAINES LAW CORPORATION

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18 By: 
19 EVAN S. GAINES
20 Attorneys for Plaintiff
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