

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

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Attorneys for Plaintiffs ROBERT COLE and CHAYA HUSTON, on behalf of themselves and all
“aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROBERT COLE, CHAYA HUSTON, on
behalf of themselves and all “aggrieved
employees” pursuant to Labor Code § 2698 *et*
seq.,

Plaintiffs,

v.

GREYSTAR MANAGEMENT SERVICES,
LP, a Delaware limited partnership, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: **23STCV08498**

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

1 Plaintiffs ROBERT COLE and CHAYA HUSTON (“Plaintiffs”), on behalf of themselves and
2 others as “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,
3 codified as Labor Code §§ 2698 *et seq.*, complain of GREYSTAR MANAGEMENT SERVICES,
4 LP, a Delaware limited partnership, and/or any subsidiaries or affiliated companies (hereinafter
5 referred to as “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

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

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

15 a. Failing to properly compute all non-base hourly wages, including, but not
16 limited to, bonus wages, earned by Plaintiffs and other Aggrieved Employees into their regular rate
17 of pay for purposes of paying them meal and rest period premiums and sick pay wages at the correct
18 rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558 and 1194. Defendants paid Plaintiffs
19 and other Aggrieved Employees various non-base hourly wages, including, but not limited to, bonus
20 wages; however, Defendants failed to properly blend these forms of pay, and instead paid Plaintiffs
21 and other Aggrieved Employees meal and rest period premiums and sick pay wages based *only* on
22 the base hourly rate of pay, thus depriving Plaintiffs and other Aggrieved Employees of all meal and
23 rest period premiums and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512,
24 558 and 1194;

25 b. Failing to pay premium wages to Plaintiffs and Aggrieved Employees who
26 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order
27 4-2001. Plaintiffs and Aggrieved Employees were routinely denied, and not authorized to take, a
28 proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours,

1 or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded
2 ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal
3 period. When Plaintiffs and Aggrieved Employees were able to take a meal period, they were often
4 late, cut short, or they would be required to work through them. Furthermore, and as discussed above,
5 Defendants failed to pay meal period premiums at the correct rates of pay. This violates Labor Code
6 §§ 226.7, 510, 558, and 1194 and IWC Wage Order 4-2001.

7 c. Failing to pay premium wages to Plaintiffs and Aggrieved Employees who
8 were denied on-the-clock rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
9 4-2001. Plaintiffs and Aggrieved Employees were routinely unable to take a 10-minute rest period
10 for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one
11 hour's pay for each missed rest period. Plaintiffs were simply denied and not authorized to take their
12 legally entitled rest periods and were never paid premium wages for missed rest periods. Furthermore,
13 and as discussed above, Defendants failed to pay rest period premiums at the correct rates of pay.
14 This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

15 d. Failing to provide Plaintiffs and all other Aggrieved Employees with wage
16 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
17 Plaintiffs and Aggrieved Employees were not paid all wages due, as stated above. As such and in
18 addition, the wage statements provided by Defendants failed to accurately state all gross wages
19 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor
20 Code §§ 226(a)(2) and 226.3, all deductions, in violation of Labor Code §§ 226(a)(4) and 226.3, net
21 wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each hourly rate, in
23 violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, and independent of the above
24 allegations, the wage statements issued to Plaintiffs and other Aggrieved Employees fail to set forth
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked, in violation of Labor Code §§ 226(a)(9) and 226.3. The wage statements simply omit all
27 rates of pay except for those rates for regular hours worked, but not overtime, sick, and vacation
28 wages, among others; and

1 e. Failing to pay Plaintiffs and certain Aggrieved Employees all wages due at the
2 separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As
3 stated above, Plaintiffs and certain Aggrieved Employees were not paid all wages due during the
4 course of their employment and, as a result of this failure, they were not timely paid all wages due at
5 the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
6 Plaintiffs and certain Aggrieved Employees no longer employed by Defendants.

7 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor
8 Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

9 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
10 The Labor Code violations alleged against Defendants herein arose throughout California, including
11 in Los Angeles County.

12 II.

13 PARTIES

14 A. Plaintiffs

15 5. Plaintiff ROBERT COLE was employed by Defendants as a non-exempt employee
16 from April 2022 through November 2022 in Los Angeles County, California.

17 6. Plaintiff CHAYA HUSTON was employed by Defendants as a non-exempt employee
18 from April 2022 through November 2022 in Los Angeles County, California.

19 B. Defendants

20 7. Defendant GREYSTAR MANAGEMENT SERVICES, LP, is a Delaware limited
21 partnership that employed Plaintiffs and Aggrieved Employees in Los Angeles County, California.

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

9. Plaintiffs are informed and believe, and based thereon allege, 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 Defendant is legally attributable to the other Defendants.

10. The Defendants named herein as DOE 1 through DOE 10 are and were 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.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

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

11. Plaintiffs incorporate 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, Plaintiffs seek civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial 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, 226(a), 226.7, 246, 510, 512, and 1194; and
- b. Pursuant to Labor Code § 2699(f), the 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 February 2, 2023 and February 13, 2023, Plaintiffs 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 Plaintiffs from the LWDA within sixty-five (65) calendar days of February 2, 2023 or February 13, 2023. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: April 17, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiffs