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

FRANCISCO CARRASCO, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

GREYSTAR MANAGEMENT
SERVICES, LP, a Delaware limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **23CV037879**

**REPRESENTATIVE PAGA ACTION
COMPLAINT FOR VIOLATION OF LABOR
CODE § 2698, ET SEQ.**

DEMAND EXCEEDS \$25,000.00

1 Plaintiff Francisco Carrasco (“Plaintiff”) hereby submits this PAGA action complaint
2 (“Complaint”) against Defendant Greystar Management Services, LP (the “Company” or
3 “Defendant”) and Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of
4 himself and other aggrieved employees, for penalties under the California Labor Code as
5 follows:

6 **INTRODUCTION**

7 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
8 201-203, 226, 226.7, 233, 246, 512, and 2698, *et seq.*, and the applicable Wage Orders of the
9 California Industrial Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 jointly and severally have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to pay meal and rest period premium
15 compensation and sick pay at the regular rate of pay, failing to timely pay wages upon separation
16 of employment, and failing to provide accurate itemized wage statements to Plaintiff and other
17 employees.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code
20 by creating and maintaining policies, practices, and customs that knowingly deny employees the
21 above stated rights and benefits.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code §§
24 201-203, 226, 226.7, 233, 246, 512, and 2698, *et seq.*

25 6. Venue is proper in Alameda County because Defendants maintain business
26 locations in this County and Plaintiff worked for Defendants in Alameda County, specifically in
27 Oakland, California.

28 ///

PARTIES

7. Plaintiff was employed by Defendants from about March 2022, until on or about December 10, 2022. Plaintiff worked as an Assistant Community Manager for Defendants in Oakland, California. Throughout his employment, Defendant worked as a non-exempt, hourly employee.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 233, 246, 512, and 2698, *et seq.*

9. Plaintiff is informed and believes and based thereon alleges that Defendant Greystar Management Services, LP was and is a Delaware limited partnership that manages properties and apartment complexes throughout the State of California, including in Alameda County.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 233, 246, 512, and 2698, *et seq.*

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the

1 Defendants, and each of them, were the agents, servants, and employees of each of the other
2 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
3 acting within the course and scope of said agency and employment.

4 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting
7 within the course and scope of such agency, employment, joint venture, or concerted activity. To
8 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
9 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
10 Defendants.

11 15. At all times herein mentioned, Defendants, and each of them, were members of,
12 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
13 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14 16. At all times herein mentioned, the acts and omissions of various Defendants, and
15 each of them, concurred and contributed to the various acts and omissions of each and all of the
16 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
17 herein mentioned, Defendants, and each of them, ratified each and every act or omission
18 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
20 the damages as herein alleged.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

23 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
24 **AGAINST ALL DEFENDANTS)**

25 17. Plaintiff re-alleges and incorporates by reference all paragraphs above, as though
26 fully set forth herein.

27 18. Plaintiff brings this cause of action as a proxy for the State of California and in
28 this capacity, seeks penalties on behalf of all Aggrieved Employees from May 5, 2022, through

1 the present, for Defendant's violations of Labor Code §§ 201-203, 226, 226.7, 233, 246, and 512
2 and the applicable IWC Wage Order, arising from Defendant's policy and practice of: (a) failing
3 to properly pay meal period premium compensation at the regular rate of pay, in violation of
4 Labor Code §§ 201-203, 226.7, and 512; (b) failing to properly pay rest period premium
5 compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (c)
6 failing to properly pay sick pay wages at the regular rate of pay, in violation of Labor Code §§
7 201-203, 233, and 246; and (d) failing to provide accurate itemized wage statements to
8 employees, in violation of Labor Code § 226.

9 19. Defendants violated Labor Code §§ 201-203, 226.7, and 512 by improperly
10 paying meal and rest period premium compensation. In this regard, Labor Code § 226.7(c)
11 provides that "the employer shall pay the employee one additional hour of pay at the employee's
12 regular rate of compensation for each workday that the meal or rest or recovery period is not
13 provided." Specifically, Plaintiff and Aggrieved Employees earned non-discretionary
14 remuneration, including without limitation, incentives. However, said non-discretionary
15 remuneration were not factored into the regular rate of pay for the purposes of paying meal and
16 rest period premium compensation. Whenever Defendants paid Plaintiff and Aggrieved
17 Employees meal and rest period premium compensation during periods in which Plaintiff and
18 Aggrieved Employees earned non-discretionary incentive pay, Defendants improperly paid meal
19 and rest period premiums based on the base rate of pay. Thus, Plaintiff and Aggrieved
20 Employees are owed additional meal and rest break premium compensation based on the correct,
21 higher regular rate of pay.

22 20. Similarly, Defendants also violated Labor Code §§ 201-203, 233, and 246 by
23 failing to pay sick pay wages at the regular rate of pay. Labor Code § 246(l)(1) provides that
24 paid sick time for non-exempt employees be "calculated in the same manner as the regular rate
25 of pay for the workweek in which the employee uses paid sick time, whether or not the employee
26 actually works overtime in that workweek." In this regard, as mentioned above, Plaintiff and
27 Aggrieved Employees routinely earned non-discretionary remuneration, such as incentives, that
28 increased their regular rates of pay to amounts that were higher than their base rates of pay.

1 However, whenever Plaintiff and Aggrieved Employees were paid sick pay wages and earned
2 non-discretionary remuneration in the same period, Plaintiff and Aggrieved Employees were
3 paid sick pay wages at the base rate of pay. Defendants failed to pay sick pay wages at the
4 correct, higher regular rate of pay that included any non-discretionary incentive pay. As such,
5 Plaintiff and Aggrieved Employees were underpaid sick pay wages.

6 21. Furthermore, Plaintiff and Aggrieved Employees who have separated from
7 employment have yet to receive the underpaid meal and rest premiums and sick pay wages.
8 Thus, Defendants have violated Labor Code § 201-203 by failing to pay all wages owed at
9 separation of employment.

10 22. Labor Code § 226(a) requires employers to provide itemized wage statements to
11 its employees that identify accurate information, including without limitation, hourly rates of
12 pay, gross wages earned, and net wages earned. Defendants, as a matter of policy and practice,
13 failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff
14 and Aggrieved Employees. Specifically, due to Defendants' miscalculation of the regular rate of
15 pay for purposes of paying meal/rest period premium pay and sick pay wages, the wage
16 statements provided to Plaintiff and Aggrieved Employees did not reflect the accurate rates of
17 pay, gross wages earned, and net wages earned, in violation of Labor Code § 226(a).

18 23. As a separate wage statement violation, the wage statements issued to Plaintiff
19 and Aggrieved Employees identified inaccurate hourly rates of pay and number of hours worked.
20 Specifically, whenever "Flsa Overtime" and/or "Flsa Double Ot" wages were paid to Plaintiff
21 and Aggrieved Employees, the corresponding wage statements failed to identify the applicable
22 hourly rates of pay and hours worked for such wages.

23 24. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved
24 employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause of action on
25 behalf of the State of California for violations committed against all similarly situated Aggrieved
26 Employees of Defendants.

27 25. On or about May 5, 2023, Plaintiff sent written notice to the California Labor &
28 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-

203, 226, 226.7, 233, 246, and 512, and the applicable IWC Wage Order, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations provided for in Plaintiff’s written notice. In addition to the LWDA, Plaintiff also sent his written notice to Defendant via certified mail according to Labor Code § 2699.3.

26. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violations of Labor Code §§ 201-203, 226, 226.7, 233, 246, and 512, and the applicable IWC Wage Order for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

1. Upon the First Cause of Action, for civil penalties according to proof pursuant to California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys’ fees;
2. On all causes of action, for attorneys’ fees and costs as provided by California Labor Code § 2699, and Code of Civil Procedure § 1021.5; and
3. For such other and further relief as the Court may deem just and proper.

DATED: July 10, 2023

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee

Max W. Gavron

Mai Tulyathan

Attorneys for Plaintiff and Aggrieved Employees