

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
DEANNA S. LEIFER (SBN 265840)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff MATTHEW HEIDEN,
individually and on behalf of all other
aggrieved employees

Assigned for All Purposes
Judge William Claster
Dept. CX101

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

MATTHEW HEIDEN, individually and on
behalf of all other aggrieved employees

Plaintiff,

vs.

GREYSTAR MANAGEMENT SERVICES,
LP, a Delaware corporation; GREYSTAR
REAL ESTATE PARTNERS, LLC, a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 30-2024-01378344-CU-OE-CXC

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 Plaintiff MATTHEW HEIDEN (“PLAINTIFF”), individually and on behalf of all
2 aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of defendants GREYSTAR MANAGEMENT SERVICES, LP (“GREYSTAR
6 MANAGEMENT”), a Delaware corporation; GREYSTAR REAL ESTATE PARTNERS, LLC
7 (“GREYSTAR REAL ESTATE”), a Delaware corporation; and DOES 1 through 50 inclusive
8 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to
9 recover penalties arising from DEFENDANTS’ failure to provide employees meal and rest
10 periods (or compensation therefor) as required under California law, unpaid minimum and
11 overtime wages, and wage statement violations.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
15 business in California and regularly conduct business in California. Further, no federal question is at
16 issue because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of Orange, California
18 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
19 County of Orange, DEFENDANTS maintain offices and facilities and transact business in the
20 County of Orange, and DEFENDANTS’ illegal payroll policies and practices which are the
21 subject of this action were applied, at least in part, to PLAINTIFF and other aggrieved employees
22 in the County of Orange.

23 **PARTIES**

24 4. PLAINTIFF is a citizen and resident of the State of California. At times material to
25 this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-
26 exempt employee. PLAINTIFF worked for DEFENDANTS as a Property Maintenance
27 Supervisor in Anaheim, California from approximately May 6, 2019 to September 15, 2023.

28 5. PLAINTIFF is informed and believes, and thereon alleges, that GREYSTAR

1 MANAGEMENT is, and at all times relevant hereto was, a corporation organized and existing
2 under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and
3 thereon alleges, that GREYSTAR MANAGEMENT is authorized to conduct business in the State
4 of California, and does conduct business in, the State of California. Specifically, GREYSTAR
5 MANAGEMENT maintains offices and facilities, conducts business, and engages in illegal
6 payroll practices or policies in the County of Orange.

7 6. PLAINTIFF is informed and believes, and thereon alleges, that GREYSTAR
8 REAL ESTATE is, and at all times relevant hereto was, a corporation organized and existing
9 under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and
10 thereon alleges, that GREYSTAR REAL ESTATE is authorized to conduct business, and does
11 conduct business, in the State of California. Specifically, GREYSTAR REAL ESTATE maintains
12 offices and facilities, conducts business, and engages in illegal policies or practices in Orange
13 County.

14 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
15 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
16 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
17 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
18 that PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
19 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
20 court to amend this Complaint to allege their true names and capacities of such DOE defendants
21 when ascertained.

22 8. At all relevant times herein, DEFENDANTS were the joint employers of
23 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
24 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
25 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
26 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
27 of each other. Each defendant was completely dominated by his, her or its co-defendant, and each
28 was the alter ego of the other.

1 9. At all relevant times herein, PLAINTIFF and other aggrieved employees were
2 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
3 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
4 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
5 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
6 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
7 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
8 itemized statements; failing to properly maintain records; and failing to properly compensate
9 PLAINTIFF and other aggrieved employees for necessary expenditures, in violation of the
10 California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
11 (“IWC”) Wage Order.

12 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
13 of the acts and omissions alleged herein were performed by, and/or attributable to, all
14 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
15 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
16 and scope of said agency, employment and/or direction and control.

17 11. As a direct and proximate result of DEFENDANTS’ unlawful actions,
18 PLAINTIFFS and other aggrieved employees have suffered, and continue to suffer, from loss of
19 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
20 of this Court.

21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 12. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
23 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
24 former non-exempt aggrieved employees of DEFENDANTS in the State of California at any time
25 within the period beginning one (1) year and sixty-five (65) days prior to the filing of this action,
26 and ending at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

27 13. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice by
28 online filing on December 5, 2023 to the California Labor and Workforce Development Agency

1 (“LWDA”) and by certified mail to GREYSTAR MANAGEMENT and GREYSTAR REAL
2 ESTATE of the specific provisions of the California Labor Code and IWC Wage Orders alleged
3 to have been violated, including the facts and theories to support the alleged violations. More
4 than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that
5 it intends to investigate the alleged violations.

6 14. Therefore, PLAINTIFF has complied with all of the requirements set forth in
7 California Labor Code § 2699.3 to commence a representative action under PAGA.

8 **FACTUAL ALLEGATIONS**

9 **Failure to Provide Required Meal Periods**

10 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

11 15. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
12 a policy and practice of failing to provide PLAINTIFFS and other aggrieved employees full and
13 timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage
14 Order No. 5-2001 § 11.

15 16. As a result of DEFENDANTS’ policies and practices as alleged herein,
16 PLAINTIFF and other aggrieved employees have regularly been denied, and continue to be
17 denied, the opportunity to take full, uninterrupted, and timely meal periods as required under
18 California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

19 17. DEFENDANTS have further violated, and continue to violate, Labor Code §§
20 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and
21 other aggrieved employees who were not provided with a meal period, in accordance with the
22 applicable Wage Order, one (1) additional hour of compensation at each employee’s regular rate
23 of pay for each workday that a meal period was not provided.

24 **Failure to Authorize and Permit Rest Periods**

25 **[Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

26 18. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
27 a policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved
28 employees to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order

1 No. 5-2001 § 12. As a result of DEFENDANTS' policies and practices as alleged herein,
2 PLAINTIFFS and other aggrieved employees have regularly been denied, and continue to be
3 denied, the opportunity to take full, uninterrupted, and timely rest periods as required under
4 California Labor Code § 226.7 and IWC Wage Order No. 5-2001 § 12.

5 19. DEFENDANTS have further violated, and continue to violate, California Labor
6 Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFF and other
7 aggrieved employees who were not provided with a rest period, in accordance with the applicable
8 Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for
9 each workday that a rest period was not authorized and permitted.

10 **Failure to Pay Minimum Wages**

11 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]**

12 20. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
13 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
14 worked in a payroll period is unlawful.

15 21. During the PENALTY PERIOD, DEFENDANTS failed to pay PLAINTIFF and
16 other aggrieved employees minimum wages for all hours worked by, among other things:
17 requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work off the
18 clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
19 through meal breaks without compensation; rounding PLAINTIFF's and other aggrieved
20 employees' clock-in and clock-out times in a manner that resulted, over time, in failure to
21 compensate employees for all time worked; illegally and inaccurately recording time in which
22 PLAINTIFF and other aggrieved employees worked; and other methods to be discovered.

23 **Failure to Pay Overtime Wages**

24 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]**

25 22. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-
26 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
27 employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the

1 first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of
2 pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
3 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

4 23. PLAINTIFF and other aggrieved employees are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
6 Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate, and
7 continue to fail to compensate, PLAINTIFF and other aggrieved employees for all overtime hours
8 worked as required under the foregoing provisions of the California Labor Code and IWC Wage
9 Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double
10 the regular rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage
11 Order No. 5-2001 § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved
12 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
13 aggrieved employees to work through meal breaks without compensation; rounding
14 PLAINTIFF's and other aggrieved employees' clock-in and clock-out times in a manner that
15 resulted, over time, in failure to compensate employees for all time worked; failing to properly
16 calculate the regular rate of pay for purposes of calculating overtime compensation; illegally and
17 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; and
18 other methods to be discovered.

19 **Failure to Timely Pay Wages During Employment**

20 **[Cal. Labor Code § 204]**

21 24. Pursuant to California Labor Code § 204, for all labor performed between the 1st
22 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
23 employees between the 16th and 26th day of the month during which the labor was performed.
24 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
25 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
26 between the 1st and 10th day of the following calendar month. In addition, California Labor
27 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
28 paid no later than the payday of the next regular payroll period.

1 25. During the PENALTY PERIOD, DEFENDANTS failed to timely pay
2 PLAINTIFF and other aggrieved employees all the wages for labor performed by the next regular
3 payroll period as required by California Labor Code § 204.

4 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

5 **[Cal. Labor Code §§ 201, 202]**

6 26. Pursuant to California Labor Code §§ 201 and 202, DEFENDANTS are required
7 to timely pay all earned and unpaid wages to an employee upon separation.

8 27. California Labor Code § 201 mandates that if an employer discharges an
9 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
10 immediately.

11 28. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
12 accrued wages due to an employee no later than 72 hours after the employee quits his or her
13 employment, unless the employee provided 72 hours previous notice of his or her intention to
14 quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 29. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
16 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
17 accordance with California Labor Code §§ 201 and 202.

18 **Failure to Maintain Required Records**

19 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001 § 7]**

20 30. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
21 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
22 and due, DEFENDANTS failed to maintain records as required under California Labor Code §§
23 226 and 1174 and IWC Wage Order No. 5-2001 § 7, including but not limited to the following
24 records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal
25 periods; time records showing when each employee begins and ends each work period; and
26 accurate itemized statements.

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28 ///

1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Cal. Labor Code § 226; IWC Wage Order No. 5-2001 § 7]**

3 31. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
4 and other aggrieved employees with timely and accurate itemized wage statements in writing
5 showing each employee's gross wages earned, total hours worked, all deductions made, net
6 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
7 other aggrieved employees, and all applicable hourly rates in effect during each pay period and
8 the corresponding number of hours worked at each hourly rate, in violation of California Labor
9 Code § 226 and IWC Wage Order No. 5-2001 § 7.

10 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**

11 **Discharge of Duties**

12 **[Cal. Labor Code § 2802]**

13 32. California Labor Code § 2802(a) requires an employer to indemnify an employee
14 for all necessary expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties, or of his or her obedience to the directions of the employer.

16 33. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
17 indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses
18 incurred in direct consequence of the discharge of their duties while working under the direction
19 of DEFENDANTS, including but not limited to expenses for personal cell phone use, protective
20 equipment, and other employment-related expenses, in violation of California Labor Code §
21 2802.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

24 **[Labor Code § 2698, *et seq.*]**

25 **(Against All DEFENDANTS)**

26 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 33.

28 35. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code §

1 2699(c), and a proper representative to bring a civil action on behalf of himself and other current
2 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
3 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more
4 of the alleged Labor Code violations was committed against PLAINTIFF during the PENALTY
5 PERIOD.

6 36. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
7 penalties from DEFENDANTS in a representative action for the violations set forth above,
8 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
9 512, 1174(d), 1194, 1197, and 1198. PLAINTIFF and other aggrieved employees are also entitled
10 to an award of reasonable attorneys' fees and costs pursuant to California Labor Code
11 § 2699(g)(1).

12 37. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
13 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
14 provided, including but not limited to the following:

15 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
16 DEFENDANTS are subject to a civil penalty in the amount of one hundred
17 dollars (\$100) for the initial violation for each failure to pay each employee
18 and two hundred dollars (\$200) per employee for violations in subsequent
19 pay periods.

20 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
21 DEFENDANTS are subject to a civil penalty in the amount of two hundred
22 and fifty dollars (\$250) per aggrieved employee for the initial pay period
23 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
24 employee for violations in subsequent pay periods.

25 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
26 on behalf of an employer who violates, or causes to be violated, a section
27 of this chapter or any provision regulating hours and days of work in any
28 order of the Industrial Welfare Commission," including Labor Code §§ 510

1 and 512, shall be subject to a civil penalty, in addition to any other penalty
2 provided by law, of fifty dollars (\$50) for initial violations for each
3 underpaid employee for each pay period for which the employee was
4 underpaid and one hundred dollars (\$100) for each subsequent violation for
5 each underpaid employee for each pay period for which the employee was
6 underpaid.

7 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
8 DEFENDANTS are subject to a civil penalty of five hundred dollars
9 (\$500).

10 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
11 paid to any employee a wage less than the minimum fixed by an order of
12 the commission, shall be subject to a civil penalty as follows: for any initial
13 violation that is intentionally committed, one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee is
15 underpaid; and for each subsequent violation of the same offense, two
16 hundred fifty dollars (\$250) for each underpaid employee for each pay
17 period for which the employee is underpaid regardless of whether the
18 initial violation was intentionally committed.

19 38. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
20 penalty is not specifically provided, the following civil penalties are established: one hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
22 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
23 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
24 violations of Labor Code provisions for which a civil penalty is not specifically provided,
25 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
28 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,

1 and each of them, as follows:

2 1. For statutory and civil penalties according to proof, including but not limited to all
3 penalties authorized by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

4 2. For interest at the legal rate pursuant to Labor Code §§ 218.6 and 1194, California
5 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
6 interest;

7 3. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g) and/or
8 any other applicable provisions providing for attorneys' fees and costs; and

9 4. For such further relief that the Court may deem just and proper.

10
11 DATED: February 8, 2024

Respectfully submitted,

12 MATERN LAW GROUP, PC

13
14 By:



15 MATTHEW J. MATERN
16 DEANNA S. LEIFER
17 Attorneys for Plaintiff MATTHEW
18 HEIDEN, individually, and on behalf of all
19 other aggrieved employees
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DATED: February 8, 2024

MATERN LAW GROUP, PC



MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff MATTHEW
HEIDEN, individually and on behalf of all
other aggrieved employees