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VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Henry Vasquez v. DFT, Inc.*

Dear PAGA Administrator:

This office represents Henry Vasquez in connection with his claims under the California Labor Code. Mr. Vasquez was an employee of DFT, INC. ("DFT").

The employer may be contacted directly at the address below:

DFT, INC.
6349 RIVERSIDE AVENUE, 2ND FLOOR
RIVERSIDE, CA 92506

Mr. Vasquez intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Vasquez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DFT as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DFT employed Mr. Vasquez as an hourly paid, non-exempt employee from approximately February 2022 to March 2024. Mr. Vasquez worked for DFT as a Maintenance Technician at DFT's Ashton Sherman apartment complex community location in Valley Village, California. During his employment, Mr. Vasquez typically worked eight (8) or more hours per day and five (5) days per week. By the end of his employment, Mr. Vasquez was compensated approximately \$17.50 per hour. His job duties included, without limitation, monitoring, reviewing, and handling residents' maintenance requests and work orders.

DFT committed each of the following Labor Code violations against Mr. Vasquez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

DFT’s Company-Wide and Uniform Payroll and HR Practices

DFT, INC. is a California corporation and is a property management firm that oversees about 20,000 residential units in both apartment rentals and homeowner association organizations throughout California and Nevada, managing approximately 90 properties in California. Upon information and belief, DFT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Riverside, California, for all non-exempt, hourly paid employees working for DFT in California, including Mr. Vasquez and other aggrieved employees. At all relevant times, DFT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Vasquez and other aggrieved employees, regardless of their location or position.

Upon information and belief, DFT maintains a centralized Payroll department at its corporate headquarters in Riverside, California, which processes payroll for all non-exempt, hourly paid employees working for DFT in California, including Mr. Vasquez and other aggrieved employees. Further, DFT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Vasquez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, DFT utilized the same methods and formulas when calculating wages due to Mr. Vasquez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

DFT willfully failed to pay all overtime wages owed to Mr. Vasquez and other aggrieved employees. During the relevant time period, Mr. Vasquez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve

¹ These facts, theories, and claims are based on Mr. Vasquez’s experience and counsel’s review of those records currently available relating to Mr. Vasquez’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Vasquez reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

(12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, DFT had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Vasquez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, DFT's management pressured Mr. Vasquez and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Moreover, this policy of limiting overtime, coupled with DFT's practice of understaffing and/or single-staffing, and assignment of heavy workloads (*see infra*), led Mr. Vasquez and other aggrieved employees to work off-the-clock before and after their scheduled shifts in order to complete their assigned tasks. Because DFT discouraged overtime accrual, Mr. Vasquez and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. For example, Mr. Vasquez was often required to begin working approximately 10 minutes prior to his scheduled shift-start time to prepare his maintenance cart with supplies, and was also required to conduct walkthroughs of the property before clocking in for the day, in order to meet DFT's expectations of completing daily tasks within his scheduled hours.

Further, DFT expected Mr. Vasquez and other aggrieved employees to remain available after their scheduled shift end-times in order to respond and attend to calls from residents and address maintenance issues in person. For example, approximately 3-4 times per week, after he had already clocked out at the end of his shift, Mr. Vasquez was required to respond to emergency maintenance requests such as unlocking residents' doors, opening the mailroom for residents, and/or unclogging toilets and sinks. These tasks could take up to 30 minutes per instance, time for which Mr. Vasquez was not paid. Thus, DFT failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Vasquez and other aggrieved employees received no compensation for this time.

DFT knew or should have known that as a result of these company-wide practices and/or policies, Mr. Vasquez and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. Vasquez and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Vasquez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

DFT's failure to pay Mr. Vasquez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11050(2)(L) (defining “Hours Worked”).

As set forth above, as a result of DFT’s policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing, and assigning heavy workloads, DFT required Mr. Vasquez and other aggrieved employees to perform work off-the-clock before and after their scheduled start and end times to complete work-related tasks, such as preparing their maintenance carts, conducting walkthroughs of the property, responding to calls from residents, and attending to residents’ emergency maintenance requests in-person. DFT failed to track this time that Mr. Vasquez and other aggrieved employees spent working off-the-clock, and Mr. Vasquez and other aggrieved employees received no compensation for this time.

DFT did not pay at least minimum wages for all hours worked by Mr. Vasquez and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, DFT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, DFT regularly failed to pay at least minimum wages to Mr. Vasquez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the

obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, DFT regularly failed to authorize and permit Mr. Vasquez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. DFT had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to respond to emergency maintenance requests at all times, which prevented Mr. Vasquez and other aggrieved employees from being relieved of all duty to take rest periods. Also, DFT has systematically, and on a company-wide basis, understaffed its jobsites by adopting a single-staffing model for some positions, such as Maintenance Technicians, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate rest period coverage to permit those employees to take compliant rest periods. Additionally, DFT failed to schedule rest periods, which, coupled with DFT’s failure to provide adequate rest period coverage, further led to Mr. Vasquez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, DFT maintained a company-wide on-premises rest period policy, which effectively required that Mr. Vasquez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Vasquez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DFT effectively maintained control over Mr. Vasquez and other aggrieved employees during rest periods.

As a result of DFT’s practices and policies, Mr. Vasquez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Vasquez had to forgo his rest periods entirely, due to the lack of rest period coverage and DFT’s failure to schedule rest periods for employees.

DFT also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Vasquez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, DFT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. DFT has not provided Mr. Vasquez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for

the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, DFT has knowingly and intentionally provided Mr. Vasquez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DFT issued uniform wage statements to Mr. Vasquez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, DFT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because DFT did not record the time Mr. Vasquez and other aggrieved employees spent working off-the-clock, DFT did not list the correct amount of gross wages and net wages earned by Mr. Vasquez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DFT failed to accurately list the total number of hours worked by Mr. Vasquez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), DFT willfully failed to maintain accurate payroll records for Mr. Vasquez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period. During the relevant

time period, DFT engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Mr. Vasquez and other aggrieved employees, in violation of section 1198.

Because DFT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Vasquez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Vasquez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." California Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states, "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states, "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 5-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” IWC Wage Order No. 5-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Mr. Vasquez sent DFT reasonable written requests for documents and records relating to his employment with DFT. During the relevant time period, DFT failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Mr. Vasquez’s employment. For example, on March 26, 2024, Mr. Vasquez sent a written request to DFT via First Class mail. Also, on October 4, 2024, Mr. Vasquez sent a second written request to DFT via FedEx overnight mail. Furthermore, on November 5, 2024, Mr. Vasquez sent a third written request to DFT via FedEx overnight mail. FedEx confirmed DFT received Mr. Vasquez’s most recent written request for records, on November 6, 2024. To date, DFT has failed to respond to any of Mr. Vasquez’s written requests for records. Thus, DFT has failed to comply with the reasonable written requests for documents and records relating to Mr. Vasquez’s and other aggrieved employees’ employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with Labor Code sections 226(b)-(c), 432, and 1198, pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), and/or 2699(a), (f)-(k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, DFT failed to pay Mr. Vasquez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

DFT willfully failed to pay Mr. Vasquez and other aggrieved employees who are no longer employed by DFT all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving DFT's employ.

Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." The applicable wage order, IWC Wage Order No. 5-2001, further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, DFT, on a company-wide basis, required Mr. Vasquez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Vasquez was required to use his personal cellular phone to communicate with his managers regarding the status of attending to resident maintenance requests. Although DFT required Mr. Vasquez and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, DFT failed to reimburse them for their costs incurred.

Also, during the relevant time period, DFT required Mr. Vasquez and other aggrieved employees to wear uniforms bearing the Cannon Management company logo, including t-shirts. However, DFT did not provide its employees with sufficient uniforms to wear for their shifts throughout the week and for the tasks they were required to perform. For example, DFT only provided Mr. Vasquez with three (3) shirts at the time of hire. Because DFT failed to provide Mr. Vasquez and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts, Mr.

Vasquez and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of maintenance and waste collection work, Mr. Vasquez's uniform shirts would become exposed to harsh cleaning chemicals, stained with grease, sweaty, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with his other laundry. As a result, he had to wash his uniform t-shirts separately from his regular clothing, and would spend money on utilities for the upkeep of his uniform. Thus, DFT failed to maintain uniforms they required Mr. Vasquez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

DFT could have provided Mr. Vasquez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, and an adequate number of uniform items or access to laundering services. Or, DFT could have reimbursed employees for the cost of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, DFT passed these operating costs off onto Mr. Vasquez and other aggrieved employees. At all relevant times, Mr. Vasquez did not earn at least two (2) times the minimum wage.

Thus, DFT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

During the relevant time period, on information and belief, DFT failed, on a company-wide basis, to provide written notice to Mr. Vasquez and other aggrieved employees that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). DFT's failure to provide Mr. Vasquez and other aggrieved employees with written notice of basic information regarding their employment with DFT is in violation of California Labor Code section 2810.5.

Mr. Vasquez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DFT into compliance with Labor Code section 2810.5, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” DFT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Vasquez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Vasquez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Vasquez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against DFT for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Vasquez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by several horizontal strokes.

Alexander Lima

Copy: DFT, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



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