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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

HENRY VASQUEZ, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

DFT, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV024125

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 (Failure to Produce Employment Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Henry Vasquez, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and as a representative action pursuant to California Labor Code sections 2698, *et*
7 *seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff,
8 the State of California, and other current and former employees who worked for Defendants in
9 California as non-exempt, hourly paid employees and received at least one wage statement and
10 against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the
11 Labor Code or any provision regulating hours and days of work in the applicable Industrial
12 Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint. The
13 monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction
14 limits of the Superior Court and will be established according to proof at trial. This Court has
15 jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The
16 statutes under which this action is brought do not specify any other basis for jurisdiction.
17 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
18 \$75,000.

19 2. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
22 over them by the California courts consistent with traditional notions of fair play and substantial
23 justice. There is no basis for federal diversity jurisdiction in this action because there is no
24 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
25 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
26 and belief, two-thirds or more of the class members and Defendants are citizens of California
27 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
28 alleged wage and hour violations occurred in California; (c) significant relief is being sought

1 against Defendants whose violations of California wage and hour laws form a significant basis
2 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
3 on behalf of the same proposed class against Defendants asserting the same or similar factual
4 allegations.

5 3. Venue is proper in this Court, because Defendants employ persons within the
6 County of Sacramento, and have violated the requirements of the California Labor Code and
7 applicable IWC Wage Order in this county which give rise to the penalties sought in this action.
8 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
9 California Labor Code and applicable IWC Wage Order in at least one (1) jobsite location within
10 the County of Sacramento, including Defendants' facilities in Sacramento (7901 La Riviera
11 Drive, Sacramento, California 95826). Pursuant to California Civil Code of Procedure section
12 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county
13 in which the cause, or some part of the cause, arose. Because Defendants have employees in
14 Sacramento County and Plaintiff could bring this action to recover penalties in Sacramento
15 County, venue is proper.

16 THE PARTIES

17 4. Plaintiff Henry Vasquez is a resident of Hollywood, in Los Angeles County,
18 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
19 approximately February 2022 to March 2024. Plaintiff worked for Defendants as a maintenance
20 Technician at Defendants' Ashton Sherman apartment community location in Valley Village,
21 California. During his employment, Plaintiff typically worked eight (8) hours or more per day
22 and five (5) days per week. Plaintiff's primary job duties included, without limitation,
23 monitoring, reviewing, and handling residents' maintenance requests and work orders.

24 5. DFT, INC. was and is, upon information and belief, a California corporation, and
25 at all times hereinafter mentioned, an employer whose employees are engaged throughout this
26 county and the State of California.

27 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
28 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the

1 complaint and serve such fictitiously named Defendants once their names and capacities
2 become known.

3 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
4 were the partners, agents, owners, or managers of DFT, INC. at all relevant times.

5 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
6 acts and omissions alleged herein was performed by, or is attributable to DFT, INC. and/or
7 DOES 1 through 10 (collectively, “Defendants” or “DFT”), each acting as the agent, employee,
8 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
9 and was acting within the course and scope of such agency, employment, joint venture, or
10 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
11 Defendants were in accordance with, and represent, the official policy of Defendants.

12 9. At all relevant times, Defendants, and each of them, ratified each and every act
13 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
14 and abetted the acts and omissions of each and all the other Defendants in proximately causing
15 the damages herein alleged.

16 10. Plaintiff is informed and believes, and thereon alleges, that each of said
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
18 omissions, occurrences, and transactions alleged herein.

19 **GENERAL ALLEGATIONS**

20 11. Defendants are a property management firm that manages about 20,000 units in
21 both apartment rentals and homeowner association management throughout California and
22 Nevada, managing approximately 90 properties in California. Upon information and belief,
23 Defendants maintain a single, centralized Human Resources (“HR”) department at their
24 company headquarters in Riverside, California, which is responsible for the recruiting and
25 hiring of new employees, and communicating and implementing Defendants’ company-wide
26 policies, including timekeeping policies and meal and rest period policies, to employees
27 throughout California.

28 12. In particular, Plaintiff and class members, on information and belief, received

1 the same standardized documents and/or written policies. Upon information and belief, the
2 usage of standardized documents and/or written policies, including new-hire documents,
3 indicate that Defendants dictated policies at the corporate level and implemented them
4 company-wide, regardless of their employees' assigned locations or positions. Upon
5 information and belief, Defendants set forth uniform policies and procedures in several
6 documents provided at an employee's time of hire.

7 13. Upon information and belief, Defendants maintain a centralized Payroll
8 department at their company headquarters in Riverside, California, which processes payroll for
9 all non-exempt, hourly paid employees working for Defendants at their various locations in
10 California, including Plaintiff and class members. Based upon information and belief,
11 Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees
12 in California, irrespective of their work locations. Upon information and belief, Defendants
13 process payroll for departing employees in the same manner throughout the State of California,
14 regardless of the manner in which each employee's employment ends.

15 14. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
19 advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
22 members were not paid for all hours worked because all hours worked were not recorded.

23 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive certain wages for
25 overtime compensation and that they were not receiving certain wages for overtime
26 compensation.

27 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive at least minimum

1 wages for compensation and that they were not receiving at least minimum wages for work that
2 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
3 class members were not paid at least minimum wages for work done off-the-clock.

4 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to rest periods in accordance
6 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
7 additional hour of pay at their regular rates of pay when they were not authorized and permitted
8 to take a compliant rest period and that Plaintiff and class members were not authorized and
9 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
10 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
11 rest period.

12 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive complete and
14 accurate wage statements in accordance with California law. In violation of the California
15 Labor Code, Plaintiff and class members were not provided complete and accurate wage
16 statements.

17 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that they had a duty to maintain accurate and complete payroll records in
19 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
20 knowingly, and intentionally failed to do so.

21 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they were required to comply with requests from Plaintiff and class
23 members to inspect or receive a copy of their personnel and other employment records,
24 including copies of instruments that they had signed, within the statutory time limits in
25 accordance with the California Labor Code and applicable IWC Wage Order, but failed to do
26 so.

27 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to timely payment of all

1 wages earned upon termination of employment. In violation of the California Labor Code,
2 Plaintiff and class members did not receive payment of all wages due, including, but not limited
3 to, overtime wages, minimum wages, and/or rest period premiums, within permissible time
4 periods.

5 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of wages
7 during their employment. In violation of the California Labor Code, Plaintiff and class members
8 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
9 wages, and/or rest period premiums, within permissible time periods.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full reimbursement
12 for all business-related expenses and costs they incurred during the course and scope of their
13 employment and that they did not receive full reimbursement of applicable business-related
14 expenses and costs incurred.

15 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and class members with written notice of the material terms of their employment with
18 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

19 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
21 and class members for all hours worked, and that Defendants had the financial ability to pay
22 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiff and class members that they were properly denied wages, all in order to
24 increase Defendants' profits.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 28. At all times herein set forth, PAGA provides that any provision of law under the
27 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
28 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the

California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

29. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as “any person who was employed by the alleged violator and personally suffered each of the violations alleged”.

30. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699.

32. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
2 other than those listed in Section 2699.5 after the following requirements have been met:

3 (a) The aggrieved employee or representative shall give written notice by
4 online filing with the LWDA and by certified mail to the employer of the
5 specific provisions of the California Labor Code alleged to have been
6 violated (other than those listed in Section 2699.5), including the facts
7 and theories to support the alleged violation.

8 (b) An aggrieved employee's notice filed with the LWDA pursuant to
9 Section 2699.3(c) and any employer response to that notice shall be
10 accompanied by a filing fee of seventy-five dollars (\$75).

11 (c) The employer may cure the alleged violation within thirty-three (33)
12 calendar days of the postmark date of the notice sent by the aggrieved
13 employee or representative. The employer shall give written notice
14 within that period of time by certified mail to the aggrieved employee or
15 representative and by online filing with the LWDA if the alleged violation
16 is cured, including a description of actions taken, and no civil action
17 pursuant to Section 2699 may commence. If the alleged violation is not
18 cured within the 33-day period, the aggrieved employee may commence
19 a civil action pursuant to Section 2699.

20 33. On December 12, 2024, Plaintiff provided written notice by online filing to the
21 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
22 Code alleged to have been violated, including facts and theories to support the alleged
23 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
24 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
25 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
26 PAGA Case Number LWDA-CM-1067071-24. A true and correct copy of Plaintiff's written
27 notice to the LWDA and Defendants is attached hereto as Exhibit 1.

28 34. As of the filing date of this complaint, over 65 days have passed since Plaintiff

1 sent the LWDA Notice described above to the LWDA, and the LWDA has not responded that
2 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

3 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 516,
6 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

7 36. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare Commission
10 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
11 each underpaid employee for each pay period for which the employee was underpaid (2)
12 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
13 each pay period for which the employee was underpaid" Labor Code section 558(c)
14 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
15 criminal penalty provided by law."

16 37. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
18 rights by violating various sections of the California Labor Code as set forth in this complaint.

19 38. As set forth below, Defendants have violated numerous provisions of both the
20 Labor Code regulating hours and days of work as well as the applicable IWC Wage Order.

21 39. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
22 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
23 public interest as a private attorney general, seeks assessment and collection of civil penalties
24 and injunctive relief for himself, all other aggrieved employees, and the State of California
25 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a)-(c),
26 226.7, 432, 510, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

27 **CLASS ACTION ALLEGATIONS**

28 40. Plaintiff brings this action on his own behalf, as well as on behalf of each and all

1 other persons similarly situated, and thus seeks class certification under California Code of Civil
2 Procedure section 382.

3 41. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 42. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

8 43. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

12 44. Members of the Class and Subclass are referred to herein as "class members."

13 45. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

16 46. There are common questions of law and fact as to class members that
17 predominate over questions affecting only individual members, including, but not limited to:

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
20 hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
- 22 (b) Whether Defendants failed to pay Plaintiff and class members at least
23 minimum wages for all hours worked;
- 24 (c) Whether Defendants failed to authorize and permit Plaintiff and class
25 members to take rest periods;
- 26 (d) Whether Defendants provided Plaintiff and class members with complete
27 and accurate wage statements as required by California Labor Code
28 section 226(a);

- (e) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (f) Whether Defendants failed to produce copies or allow inspection of employees' own personnel and other employment records, including copies of instruments signed, upon written request within the statutory time limits;
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or rest period premiums, due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or rest period premiums, due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

47. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through

negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

49. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

50. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members 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) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members 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.

53. California Labor Code section 510 codifies the right to overtime compensation

1 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
3 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
4 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
5 the seventh (7th) day of work.

6 54. During the relevant time period, Defendants willfully failed to pay all overtime
7 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
8 members were not paid overtime premiums for all of the hours they worked in excess of eight
9 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
10 in a week, because all hours worked were not recorded.

11 55. During the relevant time period, Defendants had, and continue to have, a
12 company-wide policy and/or practice of discouraging and impeding Plaintiff and class members
13 from recording hours worked that were outside of their scheduled shifts in order to limit the
14 amount of overtime employees could accrue. Specifically, Defendants management pressured
15 Plaintiff and class members to record their scheduled shift start-times and shift end-times
16 instead of their actual hours worked to limit the overtime hours employees were eligible to be
17 compensated for. Moreover, this policy of limiting overtime, coupled with Defendants' practice
18 of understaffing and/or single-staffing, and assignment of heavy workloads (*see infra*), led
19 Plaintiff and class members to work off-the-clock before and after their scheduled shifts in order
20 to complete their assigned tasks. Because Defendants discouraged overtime accrual, Plaintiff
21 and class members were required to complete assigned tasks outside of their scheduled shifts
22 without being compensated for the time they worked. For example, Plaintiff was often required
23 to begin working approximately 10 minutes prior to his scheduled shift-start time to prepare his
24 maintenance cart with supplies, and was also required to conduct walkthroughs of the property
25 before clocking in for the day, in order to meet Defendants' expectations of completing daily
26 tasks within his scheduled hours.

27 56. Further, Defendants expected Plaintiff and class members to remain available
28 after their scheduled shift end-times in order to respond and attend to calls from residents and

1 address maintenance issues in person. For example, approximately 3-4 times per week, after
2 he had already clocked out at the end of his shift, Plaintiff was required to respond to emergency
3 maintenance requests such as unlocking residents' doors, opening the mailroom for residents,
4 and/or unclogging toilets and sinks. These tasks could take up to 30 minutes per instance, time
5 for which Plaintiff was not paid. Thus, Defendants failed to track all of the time that employees
6 spent performing work-related tasks outside of their shifts, and Plaintiff and class members
7 received no compensation for this time.

8 57. Defendants knew or should have known that as a result of these company-wide
9 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
10 the-clock before and after their shifts, and were suffered or permitted to perform work for which
11 they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours or
12 more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
13 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
14 for all of the overtime hours they actually worked.

15 58. Defendants' failure to pay Plaintiff and class members the balance of overtime
16 compensation as required by California law, violates the provisions of California Labor Code
17 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
18 members are entitled to recover from Defendants their unpaid overtime compensation, as well
19 as interest, costs, and attorneys' fees.

20 **SECOND CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 22 **Minimum Wages** 23 **(Against all Defendants)**

24 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
28 minimum wage to be paid to employees, and the payment of a wage less than the minimum so

1 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
2 time during which an employee is subject to the control of an employer, and includes all the
3 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
4 Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

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

14 62. Defendants did not pay minimum wages for all hours worked by Plaintiff and
15 class members. To the extent that these off-the-clock hours did not qualify for overtime
16 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
17 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

18 63. Defendants’ failure to pay Plaintiff and class members minimum wages violates
19 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
20 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
21 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

22 **THIRD CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 24 **(Against all Defendants)**

25 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 65. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class

members' employment by Defendants.

66. At all relevant times, 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.

67. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

68. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

69. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Defendants had, and continue 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 Plaintiff and class members from being relieved of all duty to take rest periods. Also, Defendants have systematically, and on a company-wide basis, understaffed their jobsites by

1 adopting a single-staffing model for some positions, such as Maintenance Technicians, whereby
2 only one (1) employee was scheduled to work at certain times, thereby failing to provide
3 adequate rest period coverage to permit those employees to take compliant rest periods.
4 Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants'
5 failure to provide adequate rest period coverage, further led to Plaintiff and class members not
6 being authorized and permitted to take rest periods.

7 70. Furthermore, upon information and belief, during the relevant time period,
8 Defendants maintained a company-wide on-premises rest period policy, which effectively
9 required that Plaintiff and class members remain on the work premises during their rest periods.
10 Because Plaintiff and class members were restricted from leaving the premises during rest
11 periods, they were denied the ability to use their rest periods freely for their own purposes, such
12 as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and
13 class members during rest periods.

14 71. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted rest periods to which they were entitled. For example, throughout
17 his employment, Plaintiff had to forgo his rest periods entirely, due to the lack of coverage and
18 Defendants' failure to schedule rest periods for employees.

19 72. Defendants have also engaged in a company-wide practice and/or policy of not
20 paying rest period premiums owed when compliant rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
22 premium pay for all missed rest periods.

23 73. Defendants' conduct violates the applicable IWC Wage Order and California
24 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
25 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
26 compensation for each work day that a compliant rest period was not authorized and permitted.

27 **FOURTH CAUSE OF ACTION**

28 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

Statements and Failure to Maintain Accurate Payroll Records
(Against all Defendants)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

75. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

76. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

77. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, 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).

78. 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 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

1 security number; failing to list the name and address of the legal entity that is the employer;
2 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
3 the-clock.

4 79. California Labor Code section 1174(d) provides that “[e]very person employing
5 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
6 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
7 plants or establishments at which employees are employed, payroll records showing the hours
8 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
9 applicable piece rate paid to, employees employed at the respective plants or
10 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
11 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
12 members showing the daily hours they worked and the wages paid thereto as a result of failing
13 to record the off-the-clock hours that they worked.

14 80. California Labor Code section 1198 provides that the maximum hours of work
15 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
16 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
17 of any employees for longer hours than those fixed by the order or under conditions of labor
18 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
19 are required to keep accurate time records showing when the employee begins and ends each
20 work period. During the relevant time period, Defendants engaged in company-wide practices
21 and/or policies of failing to record actual hours worked, and thereby failed to keep accurate
22 records of work period start and end times for Plaintiff and Subclass members, in violation of
23 section 1198.

24 81. Plaintiff and Subclass members are entitled to recover from Defendants the
25 greater of their actual damages caused by Defendants’ failure to comply with California Labor
26 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
27 employee.

28 **FIFTH CAUSE OF ACTION**

**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
(Against all Defendants)**

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

83. At all relevant times herein, 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.

84. At all times relevant herein, 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."

85. At all times relevant herein, 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.

86. At all times relevant herein, IWC Wage Order No. 5-2001, subdivision 7(A), provides that "[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

1 and in ink or other indelible form, properly dated, showing month, day and year, and shall be
2 kept on file by the employer for at least three years at the place of employment or at a central
3 location within the State of California. An employee's records shall be available for inspection
4 by the employee upon reasonable request.

5 87. During the relevant time period, Plaintiff sent Defendants a reasonable written
6 request for documents and records relating to his employment with Defendants. During the
7 relevant time period, Defendants failed to produce for inspection and copying or otherwise
8 permit inspection and copying of documents and records relating to Plaintiff's employment.
9 For example, on March 26, 2024, Plaintiff sent a written request to Defendants via First Class
10 mail. Also, on October 4, 2024, Plaintiff sent another written request to Defendants via FedEx
11 overnight mail. FedEx confirmed Defendants received Plaintiff's most recent written request
12 for records, on October 7, 2024. To date, Defendants have failed to respond to any of Plaintiff's
13 written requests for records. Thus, Defendants have failed to comply with the reasonable
14 written requests for documentation and records relating to Plaintiff's employment within the
15 statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and
16 the applicable IWC Wage Order.

17 88. Plaintiff and class members are therefore entitled to recover statutory penalties
18 of \$750 per employee, injunctive relief, and attorneys' fees and costs, pursuant to California
19 Labor Code sections 226(f) and (h) and/or 1198.5(k) and (l).

20 **SIXTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 22 **Termination** 23 **(Against all Defendants)**

24 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 90. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or rest period premiums that were not timely paid to Plaintiff those
28 class members no longer employed by Defendants upon their termination.

1 91. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
2 that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
4 her employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
6 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

8 92. Defendants willfully failed to pay Plaintiff and class members who are no longer
9 employed by Defendants the earned and unpaid wages set forth above, including but not limited
10 to, overtime wages, minimum wages, and/or rest period premiums, either at the time of
11 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

12 93. Defendants' failure to pay Plaintiff and class members who are no longer
13 employed by Defendants their wages earned and unpaid at the time of discharge, or within
14 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
15 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
16 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
17 thirty (30) day maximum pursuant to California Labor Code section 203.

18 SEVENTH CAUSE OF ACTION

19 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**

20 **Employment**

21 **(Against all Defendants)**

22 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 95. This cause of action is dependent upon, and wholly derivative of, the overtime
25 wages, minimum wages, and/or rest period premiums that were not timely paid to Plaintiff and
26 class members during their employment.

27 96. At all times relevant herein set forth, Labor Code section 204 provides that all
28 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)

1 days, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
3 the month during which the labor was performed.

4 97. At all times relevant herein, Labor Code section 204 provides that all wages
5 earned by any person in any employment between the sixteenth (16th) and the last day,
6 inclusive, of any calendar month, other than those wages due upon termination of an employee,
7 are due and payable between the first (1st) and the tenth (10th) day of the following month.

8 98. At all times relevant herein, Labor Code section 204 provides that all wages
9 earned for labor in excess of the normal work period shall be paid no later than the payday for
10 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
11 204 provides that the requirements of this section are deemed satisfied by the payment of wages
12 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
13 calendar days following the close of the payroll period.

14 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
15 class members all wages due including, but not limited to, overtime wages, minimum wages,
16 and/or rest period premiums, within the time periods specified by California Labor Code section
17 204.

18 100. Defendants' failure to pay Plaintiff and class members all wages due violates
19 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
20 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

21 **EIGHTH CAUSE OF ACTION**

22 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 23 **(Against all Defendants)**

24 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 102. At all times herein set forth, California Labor Code section 2802 provides that
27 an employer must reimburse employees for all necessary expenditures and losses incurred by
28 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is

1 to prevent employers from passing off their cost of doing business and operating expenses on
2 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
3 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools
4 or equipment are required by the employer or are necessary to the performance of a job, such
5 tools and equipment shall be provided and maintained by the employer, except that an employee
6 whose wages are at least two (2) times the minimum wage provided herein may be required to
7 provide and maintain hand tools and equipment customarily required by the trade or craft.”
8 IWC Wage Order No. 5-2001, further provides that: “[w]hen uniforms are required by the
9 employer to be worn by the employee as a condition of employment, such uniforms shall be
10 provided and maintained by the employer.”

11 103. During the relevant time period, Defendants, on a company-wide basis, required
12 Plaintiff and class members to use their personal mobile devices, including, but not limited to,
13 cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for
14 the costs of their work-related mobile device and/or mobile data expenses. For example,
15 Plaintiff was required to use his personal cellular phone to communicate with his managers
16 regarding the status of attending to resident maintenance requests. Although Defendants
17 required Plaintiff and class members to use their personal mobile devices and mobile data to
18 carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

19 104. Also, during the relevant time period, Defendants required Plaintiff and class
20 members to wear uniforms bearing the Cannon Management company logo, including t-shirts.
21 However, Defendants did not provide their employees with sufficient uniforms to wear for their
22 shifts throughout the week and for the tasks they were required to perform. For example,
23 Defendants only provided Plaintiff with three (3) shirts at the time of hire. Because Defendants
24 failed to provide Plaintiff and class members with an adequate number of uniform items in
25 relation to their scheduled shifts, Plaintiff and class members had to wash their uniforms more
26 frequently than they otherwise do laundry, and incur expenses in doing so. For example, due
27 to the nature of nature of maintenance and waste collection work, Plaintiff's uniform shirts
28 would become exposed to harsh cleaning chemicals, stained with grease, sweaty, and/or acquire

1 an unpleasant odor such that he was unable to mix these clothes in with his other laundry. As a
2 result, he had to wash his uniform safety vests separately from his regular clothing, and would
3 spend money on utilities for the upkeep of his uniform. Thus, Defendants failed to maintain
4 uniforms they required Plaintiff and class members to wear during their shifts and forced them
5 to incur the cost of maintaining employee uniforms.

6 105. Defendants could have provided Plaintiff and class members with the actual
7 equipment for use on the job, such as company mobile devices, and an adequate number of
8 uniform items or access to laundering services. Or, Defendants could have reimbursed
9 employees for the cost of their mobile device usage and laundering expenses or provided a
10 uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff
11 and class members.

12 106. Defendants' company-wide policy and/or practice of not reimbursing employees
13 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class
14 members violates California Labor Code section 2802. Defendants have intentionally and
15 willfully failed to reimburse Plaintiff and class members for necessary business-related
16 expenses and costs.

17 107. Pursuant to California Labor Code section 2802, Plaintiff and class members are
18 entitled to recover from Defendants their business-related expenses incurred during the course
19 and scope of their employment, plus interest, costs, and attorneys' fees.

20 **NINTH CAUSE OF ACTION**

21 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

22 **(Against all Defendants)**

23 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 109. California Labor Code sections 2698, *et seq.* ("PAGA") permit Plaintiff to
26 recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
27 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
28 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to

1 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
2 including sections 226(a)-(c), 226.7, 432, 510, 516, 1182.12, 1194, 1197, 1197.1, 1198.5, 2802,
3 and 2810.5.

4 110. Defendants' conduct, as alleged herein, violates numerous sections of the
5 California Labor Code, including, but not limited to, the following:

- 6 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
7 Wage Order for Defendants' failure to compensate Plaintiff and other
8 aggrieved employees with all required overtime pay, as alleged herein;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
10 and the applicable IWC Wage Order for Defendants' failure to
11 compensate Plaintiff and other aggrieved employees with at least
12 minimum wages for all hours worked, as alleged herein;
- 13 (c) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
14 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
15 and other aggrieved employees to take rest periods, as alleged herein;
- 16 (d) Violation of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 19 (e) Violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and
20 the applicable IWC Wage Order for failure to produce copies or allow
21 inspection of Plaintiff's and other aggrieved employees' own personnel
22 and other employment records, including copies of instruments signed,
23 upon written request within the statutory time limits, as alleged herein;
- 24 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
25 IWC Wage Order for failure to maintain accurate payroll records, as
26 alleged herein;
- 27 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
28 wages upon termination, as alleged herein;

- 1 (h) Violation of Labor Code section 204 for failure to pay all earned wages
2 during employment, as alleged herein;
- 3 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
4 and other aggrieved employees for all business expenses necessarily
5 incurred, as alleged herein; and
- 6 (j) Violation of Labor Code section 2810.5 for failure to provide notice of
7 material terms of employment, as set forth below.

8 111. At all relevant times herein, California's Wage Theft Prevention Act was enacted
9 to ensure that employers provide employees with basic information material to their
10 employment relationship at the time of hiring, and to ensure that employees are given written
11 and timely notice of any changes to basic information material to their employment. Codified
12 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
13 time of hiring, an employer must provide written notice to employees containing basic and
14 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
15 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
16 any rates for overtime, the regular payday designated by the employer, and any allowances
17 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
18 § 2810.5(a)(1)(A)-(C).

19 112. At all relevant times, on information and belief, Defendants failed, on a
20 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
21 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

22 113. Defendants' failure to provide Plaintiff and class members with written notice of
23 basic information regarding their employment with Defendants is in violation of California
24 Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to
25 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 115. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 116. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.
13 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 117. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

18 118. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
27 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 28 (c) Failing to authorize and permit Plaintiff and class members to take all rest

periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to produce copies or allow inspection of Plaintiff's and class members' own personnel and other employment records, including copies of instruments signed, upon written request within the statutory time limits, in violation of California Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(h) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

119. At all relevant times herein, 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 containing basic and material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

120. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.

121. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

122. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

123. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

124. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

125. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to

1 enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure section 1021.5.

3 126. Defendants' activities, namely Defendants' company-wide practice and/or policy
4 of not paying Plaintiff and class members all rest period premiums due to them under Labor
5 Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and
6 enhanced enforcement implemented by section 226.7. The statutory remedy provided by
7 section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and
8 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
9 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
10 class members as part of their employment with Defendants, and thus Defendants' practice
11 and/or policy of denying these statutory benefits constitutes an unfair business practice in
12 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

13 127. A violation of California Business & Professions Code sections 17200, *et seq.*
14 may be predicated on any unfair business practice. In the instant case, Defendants' policies and
15 practices have violated the spirit of California's rest period laws and constitute acts against the
16 public policy behind these laws.

17 128. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
18 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
19 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
20 commences four years prior to the filing of the initial complaint; a permanent injunction
21 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff
22 and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure
23 section 1021.5 and other applicable laws; and an award of costs.

24 **REQUEST FOR JURY TRIAL**

25 Plaintiff requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
28 Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

24. For all actual, consequential, and incidental losses and damages, according to proof;

25. For injunctive relief pursuant to California Labor Code section 226(h);

26. For statutory penalties pursuant to California Labor Code section 226(e);

27. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

28. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226(b)-(c), 432, 1198, and 1198.5 and the applicable IWC Wage Order by failing to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants;

30. For statutory penalties pursuant to California Labor Code section 226(f) and 1198.5 (k);

31. For general and special damages as may be appropriate;

32. For injunctive relief pursuant to California Labor Code section 226(h) and 1198.5(l) including, but not limited to, an order requiring Defendants to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants as soon as reasonably practical;

33. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 226(h) and 1198.5(l); and

34. For such other and further relief as the Court may deem equitable and appropriate

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or rest period premiums, owed at the time of termination of the employment of Plaintiff and other terminated class members;

36. For all actual, consequential and incidental losses and damages, according to proof;

37. For waiting time penalties according to proof pursuant to California Labor Code

1 section 203 for all employees who have left Defendants' employ;

2 38. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due, or as otherwise provided by law;

4 39. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 40. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Seventh Cause of Action**

9 41. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
11 wages, minimum wages, and/or rest period premiums, during their employment;

12 42. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 43. For statutory penalties according to proof pursuant to California Labor Code
15 section 210;

16 44. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due, or as otherwise provided by law;

18 45. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 46. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Eighth Cause of Action**

23 47. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
25 expenses and costs incurred by Plaintiff and class members;

26 48. For unpaid business-related expenses and such general and special damages as
27 may be appropriate;

28 49. For pre-judgment interest on any unpaid business-related expenses from the date

1 such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise
2 provided by law;

3 50. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 51. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
6 or as otherwise provided by law; and

7 52. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Ninth Cause of Action**

10 53. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510
12 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198
13 (by failing to pay at least minimum wages for all hours worked); 226.7, 516, and 1198 (by
14 failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide
15 accurate wage statements and maintain accurate payroll records); 226(b)-(c), 432, 1198, and
16 1198.5 (by failing to produce copies or allow inspection of records and instruments signed); 201
17 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely
18 pay all earned wages during employment); 2802 (by failing to reimburse business expenses);
19 and 2810.5 (by failing to provide notice of material terms of employment);

20 54. For civil penalties pursuant to the California Labor Code sections 210, 226(f),
21 226.3, 256, 558, 1174.5, 1197.1, 1198.5(k), and/or 2699(a), (f), and (k), for violations of
22 California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 516, 1174(d),
23 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

24 55. For pre-judgment and post-judgment interest as provided by law;

25 56. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Tenth Cause of Action**

28 57. That the Court declare, adjudge and decree that Defendants' conduct of failing

1 to provide Plaintiff and class members all overtime wages due to them, failing to provide
2 Plaintiff and class members all minimum wages due to them, failing to authorize and permit
3 Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class
4 members accurate and complete wage statements, failing to maintain accurate payroll records
5 for Plaintiff and class members, failing to produce copies or allow inspection of records and
6 instruments signed, failing to timely pay Plaintiff and class members all earned wages during
7 employment, and failing to reimburse Plaintiff and class members for business-related
8 expenses, constitutes an unlawful business practice in violation of California Business and
9 Professions Code sections 17200, *et seq.*;

10 58. For restitution of unpaid wages to Plaintiff and all class members and
11 prejudgment interest from the day such amounts were due and payable;

12 59. For the appointment of a receiver to receive, manage, and distribute any and all
13 funds disgorged from Defendants and determined to have been wrongfully acquired by
14 Defendants as a result of violations of California Business & Professions Code sections 17200,
15 *et seq.*;

16 60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5; and

18 61. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Eleventh Cause of Action**

21 62. That the Court declare, adjudge and decree that Defendants' conduct of denying
22 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
23 unfair business practice in violation of California Business and Professions Code sections
24 17200, *et seq.*;

25 63. For restitution of the statutory benefits under section 226.7 unfairly withheld
26 from Plaintiff and class members and prejudgment interest from the day such amounts were due
27 and payable;

28 64. For the appointment of a receiver to receive, manage, and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violations of California Business & Professions Code sections 17200,
3 *et seq.*;

4 65. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5;

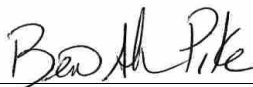
6 66. For pre-judgment and post-judgment interest as provided by law; and
7

8 67. For such other and further relief as the Court may deem equitable and
9 appropriate.
10

11 Dated: February 21, 2025

Respectfully submitted,

Capstone Law APC

13 By: 

14 Bevin Allen Pike
15 Daniel S. Jonathan
16 Trisha K. Monesi
17 Shealene P. Mancuso

Attorneys for Plaintiff Henry Vasquez
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EXHIBIT “1”



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December 12, 2024

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

VERAVER, D/S

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

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.

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

9590 9402 8803 4005 5744 84
Article Identifier (Transfer from service label)

7022 2410 0000 2265 0915

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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



9590 9402 8803 4005 5744 84

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0915

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/16/21

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **February 21, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

David Gardner
2020 Main Street, Suite 600
Irvine, CA 92614

Attorneys for Defendant(s)
DFT, INC.

[✓] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 21, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature