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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN MATEO
12

13 GREGORY JACKSON, as an aggrieved
employee pursuant to the Private Attorneys
14 General Act ("PAGA"), on behalf of the
State of California and other non-party
15 Aggrieved Employees,

16
17 Plaintiff,

18 vs.

19 BRIDGE HOUSING CORPORATION, a
California corporation; BRIDGE
PROPERTY MANAGEMENT
20 COMPANY, a California corporation;
BRIDGE HOUSING CORPORATION -
21 SOUTHERN CALIFORNIA, a California
corporation; BRIDGE HOUSING
ACQUISITIONS, INC., A CALIFORNIA
22 NONPROFIT PUBLIC BENEFIT
CORPORATION, a California corporation;
23 BRIDGE WEST OAKLAND HOUSING,
INC., a California corporation; BRIDGE
24 HOUSING VENTURES, INC., a California
corporation and DOES 1 through 10,
25 inclusive,

26
27 Defendants.
28

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

4/10/2025

By

/s/ Haley Correa
Deputy Clerk

Case No.: 25-CIV-00555

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Gregory Jackson, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on January 13, 2025, until judgment (“non-party Aggrieved Employees”).

14 2. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, section 10. The statute under which this action is brought does not
16 specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over Defendants because Defendants are either
18 citizens of California, have sufficient minimum contacts in California, or otherwise
19 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
20 over them by the California courts consistent with traditional notions of fair play and substantial
21 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
22 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
23 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
24 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
25 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
26 be established when Plaintiff’s share of the civil penalties attributable to violations personally
27 suffered are less than \$75,000. *Id.* at 1122.

28 4. Venue is proper in this Court because Defendants employ persons in this county,

1 and employed Plaintiff in this county, and thus a substantial portion of the transactions and
2 occurrences related to this action occurred in this county.

3 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys
4 General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys
5 general their current or former employers for various civil penalties for violations of various
6 provisions in the California Labor Code.

7 **THE PARTIES**

8 6. Plaintiff Gregory Jackson (“Plaintiff”) is a resident of San Mateo, in San Mateo
9 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
10 from approximately June to August 2024. Plaintiff worked as a Janitor for Defendants at one
11 of their sites, Magnolia Plaza Senior Apartments (located at 630 Baden Avenue, South San
12 Francisco, California 94080). During his employment, Plaintiff typically worked eight (8)
13 hours per day, and five (5) days per week. At the time Plaintiff’s employment with Defendants
14 ended, he was compensated approximately \$22.00 per hour. Plaintiff’s primary job duties
15 included, without limitation, cleaning, vacuuming, completing work orders (painting, cleaning
16 apartments, and changing locks), and performing general janitorial work.

17 7. BRIDGE HOUSING CORPORATION was and is, upon information and belief,
18 a California corporation, and at all times hereinafter mentioned, an employer whose employees
19 are engaged throughout this county, the State of California.

20 8. BRIDGE PROPERTY MANAGEMENT COMPANY was and is, upon
21 information and belief, a California corporation, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county, the State of California.

23 9. BRIDGE HOUSING CORPORATION - SOUTHERN CALIFORNIA was and
24 is, upon information and belief, a California corporation, and at all times hereinafter mentioned,
25 an employer whose employees are engaged throughout this county, the State of California.

26 10. BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT
27 PUBLIC BENEFIT CORPORATION was and is, upon information and belief, a California
28 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged

1 throughout this county, the State of California.

2 11. BRIDGE WEST OAKLAND HOUSING, INC. was and is, upon information and
3 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
4 employees are engaged throughout this county, the State of California.

5 12. BRIDGE HOUSING VENTURES, INC. was and is, upon information and
6 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
7 employees are engaged throughout this county, the State of California.

8 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
9 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
10 complaint and serve such fictitiously named Defendants once their names and capacities
11 become known.

12 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
13 were the partners, agents, owners, or managers of BRIDGE HOUSING CORPORATION;
14 BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING CORPORATION
15 - SOUTHERN CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA
16 NONPROFIT PUBLIC BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING,
17 INC.; and BRIDGE HOUSING VENTURES, INC., at all relevant times.

18 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
19 acts and omissions alleged herein was performed by, or is attributable to, BRIDGE HOUSING
20 CORPORATION; BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING
21 CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC.,
22 A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION; BRIDGE WEST
23 OAKLAND HOUSING, INC.; BRIDGE HOUSING VENTURES, INC.; and/or DOES 1
24 through 10 (collectively, "Defendants" or "BRIDGE"), each acting as the agent, employee, alter
25 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
26 was acting within the course and scope of such agency, employment, joint venture, or concerted
27 activity with legal authority to act on the others' behalf. The acts of any and all Defendants
28 were in accordance with, and represent, the official policy of Defendants.

1 16. At all relevant times, Defendants, and each of them, ratified each and every act
2 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
3 and abetted the acts and omissions of each and all the other Defendants in proximately causing
4 the damages herein alleged.

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

8 18. Under California law, Defendants are jointly and severally liable as employers
9 for the violations alleged herein because they have each exercised sufficient control over the
10 wages, hours, working conditions, and employment status of Plaintiff and other non-party
11 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
12 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
13 of employment, determined their rate of pay, and maintained their employment records.
14 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
15 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
16 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
17 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
18 available to Plaintiff and other non-party Aggrieved Employees under the law.

19 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
21 non-party Aggrieved Employees because Defendants have:

- 22 (a) jointly exercised meaningful control over the work performed by Plaintiff
23 and other non-party Aggrieved Employees;
24 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
25 Aggrieved Employees’ wages, hours, and working conditions, including
26 the quantity, quality standards, speed, scheduling, and operative details
27 of the tasks performed by Plaintiff and other non-party Aggrieved
28 Employees;

- 1 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
2 perform work which is an integral part of Defendants' businesses; and
3 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
4 Employees as a matter of economic reality in that Plaintiff and other non-
5 party Aggrieved Employees were dependent on Defendants, who shared
6 the power to set the wages of Plaintiff and other non-party Aggrieved
7 Employees and determined their working conditions, and who jointly
8 reaped the benefits from the underpayment of their wages and
9 noncompliance with other statutory provisions governing their
10 employment.

11 20. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
12 there has existed a unity of interest and ownership between Defendants such that any
13 individuality and separateness between the entities has ceased.

14 21. BRIDGE HOUSING CORPORATION; BRIDGE PROPERTY
15 MANAGEMENT COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN
16 CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT
17 PUBLIC BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING, INC.;
18 BRIDGE HOUSING VENTURES, INC.; and DOES 1 through 10 are therefore alter egos of
19 each other.

20 22. Adherence to the fiction of the separate existence of Defendants would permit an
21 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
22 liability for the wrongful acts committed by them under the name BRIDGE.

23 23. Plaintiff further alleges, upon information and belief, that Defendants BRIDGE
24 HOUSING CORPORATION; BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE
25 HOUSING CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING
26 ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION;
27 BRIDGE WEST OAKLAND HOUSING, INC.; and BRIDGE HOUSING VENTURES, INC.
28 are alter egos of each other for the following reasons:

1 (a) On the California Secretary of State's website
2 (<https://bizfileonline.sos.ca.gov/>), BRIDGE HOUSING
3 CORPORATION; BRIDGE PROPERTY MANAGEMENT
4 COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN
5 CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A
6 CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION;
7 BRIDGE WEST OAKLAND HOUSING, INC.; and BRIDGE
8 HOUSING VENTURES, INC. share the same principal and/or mailing
9 address, "350 California Street, 16th Floor, San Francisco, CA 94104";

10 (b) According to Statement of Information forms filed with the California
11 Secretary of State, BRIDGE HOUSING CORPORATION; BRIDGE
12 PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING
13 CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING
14 ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC
15 BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING,
16 INC.; and BRIDGE HOUSING VENTURES, INC. share the same
17 officers, including, but not limited to,

18 (i.) Ken[neth] Lombard, who serves as Chief Executive Officer;

19 (ii.) Delphine Sherman, who serves as Chief Financial Officer;

20 (iii.) Natalia Williams, who serves as Secretary; and

21 (iv.) Rebecca Hlebasko, who serves as Vice President;

22 (c) On the California Secretary of State's website, BRIDGE HOUSING
23 CORPORATION; BRIDGE PROPERTY MANAGEMENT
24 COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN
25 CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A
26 CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION;
27 BRIDGE WEST OAKLAND HOUSING, INC.; and BRIDGE
28 HOUSING VENTURES, INC. share the same agent for service of

process, “Corporation Service Company”; and

(d) On information and belief, BRIDGE HOUSING CORPORATION; BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING, INC.; and BRIDGE HOUSING VENTURES, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

24. Defendants are a real estate company that provides services for residential properties. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in San Francisco, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

25. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

26. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in San Francisco, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt,

1 hourly paid employees in California, irrespective of their work locations. Upon information
2 and belief, Defendants process payroll for departing employees in the same manner throughout
3 the State of California, regardless of the manner in which each employee's employment ends.

4 27. Defendants continue to employ non-exempt or hourly paid employees in
5 California.

6 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
8 advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 29. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
11 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
12 were not recorded.

13 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive certain wages for overtime compensation and that they were not receiving certain wages
16 for overtime compensation.

17 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive at least minimum wages for compensation and that they were not receiving at least
20 minimum wages for work that was required to be done off-the-clock. In violation of the
21 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
22 least minimum wages for work done off-the-clock.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
26 payment of one (1) additional hour of pay at their regular rates of pay when they were not
27 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
28 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)

1 additional hour of pay at their regular rates of pay when they did not receive a timely,
2 uninterrupted, thirty (30) minute meal period.

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
5 periods in accordance with the California Labor Code and applicable IWC Wage Order or
6 payment of one (1) additional hour of pay at their regular rates of pay when they were not
7 authorized and permitted to take a compliant rest period. In violation of the Labor Code,
8 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
9 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
10 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
11 they were not authorized and permitted to take a compliant rest period.

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

17 35. 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 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 timely payment of wages during their employment. In violation of the California Labor Code,
24 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
25 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
26 and/or reporting time pay, within permissible time periods.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 timely payment of all wages earned upon termination of employment. In violation of the
2 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
3 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
4 and rest period premiums, and/or reporting time pay, within permissible time periods.

5 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 receive all reporting time pay when Plaintiff and other non-party Aggrieved Employees were
8 required to report to work but were put to work for less than half of their usual or scheduled
9 shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff and
10 other non-party Aggrieved Employees were not paid all reporting time pay.

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

16 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that Defendants had a duty to provide
18 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
19 their employment with Defendants as required by the California Wage Theft Prevention Act,
20 but failed to do so.

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

27 42. At all times herein set forth, PAGA provides that any provision of law under the
28 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and

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

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

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

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

14 (a) The aggrieved employee shall give written notice by online filing
15 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
16 the employer of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support
18 the alleged violations.

19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be accompanied
21 by a filing fee of seventy-five dollars (\$75).

22 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
23 employer and the aggrieved employee by certified mail that it does not
24 intend to investigate the alleged violation within sixty (60) calendar days
25 of the postmark date of the Employee’s Notice. Upon receipt of the
26 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
27 (65) calendar days of the postmark date of the Employee’s Notice, the
28 aggrieved employee may commence a civil action pursuant to California

1 Labor Code section 2699 to recover civil penalties in addition to any other
2 penalties to which the employee may be entitled.

3 46. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
4 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
5 other than those listed in Section 2699.5 after the following requirements have been met:

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

11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be accompanied
13 by a filing fee of seventy-five dollars (\$75).

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

22 47. On January 30, 2025, Plaintiff provided written notice by online filing to the
23 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
24 Code alleged to have been violated, including facts and theories to support the alleged
25 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
26 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
27 PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff
28 PAGA Case Number LWDA-CM-1076901-25. A true and correct copy of Plaintiff's written

1 notice to the LWDA and Defendants are attached hereto as “Exhibit 1.”

2 48. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the written notice described above, and the LWDA has not responded that it intends to
4 investigate Plaintiff’s claims, and Defendants have not cured the violations.

5 49. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
8 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

9 50. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare Commission
12 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
13 each underpaid employee for each pay period for which the employee was underpaid (2)
14 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
15 each pay period for which the employee was underpaid” Labor Code section 558(c)
16 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
17 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
18 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
19 himself, all other non-party Aggrieved Employees, and the State of California against
20 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
21 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
22 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
23 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

24 51. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
26 Employees’ rights by violating various sections of the California Labor Code as set forth above.

27 52. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

Order.

53. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

55. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, and 2810.5.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;

- 1 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set forth
4 below;
- 5 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
6 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
7 and other non-party Aggrieved Employees to take rest periods, as set forth
8 below;
- 9 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
17 during employment, as set forth below;
- 18 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
19 wages upon termination, as set forth below;
- 20 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other non-party Aggrieved Employees for all business expenses
22 necessarily incurred, as set forth below; and
- 23 (j) Violation of Labor Code section 2810.5 for failure to provide notice of
24 material terms of employment, as set forth below.

25 **FAILURE TO PAY OVERTIME**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 57. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

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

8 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
12 hours in a workweek.

13 60. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

18 61. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
21 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
22 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
23 the seventh (7th) day of work.

24 62. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
26 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
27 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
28 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were

1 not recorded.

2 63. First, during the relevant time period, Defendants had a company-wide “on-call”
3 policy, whereby they required Plaintiff and other non-party Aggrieved Employees to work “on-
4 call” or on standby. During an “on-call” shift, Plaintiff and other non-party Aggrieved
5 Employees had to be available to work 24 hours per day, seven (7) days per week. While
6 working an “on-call” shift, Plaintiff and other non-party Aggrieved Employees were required
7 to respond to calls from management and/or residents within one (1) to two (2) hours, and if
8 necessary, report to the property/jobsite to address the maintenance issue in person.
9 Additionally, while “on-call,” Plaintiff and other non-party Aggrieved Employees were required
10 to stay within one (1) to two (2) hours in proximity to the worksite and, in essence, were on
11 controlled standby for Defendants because they could not use that time freely for their own
12 purposes and were forced to put their lives on hold. However, Defendants failed to pay Plaintiff
13 and other non-party Aggrieved Employees for the time they spent waiting for a call from
14 Defendants and were unable to use their time for their own purposes.

15 64. Second, Defendants had, and continue to have, a company-wide policy and/or
16 practice of understaffing their jobsites while assigning heavy workloads. Defendants’ policies
17 and/or practices resulted in a failure to provide Plaintiff and other non-party Aggrieved
18 Employees with adequate meal period coverage, and thus, Plaintiff and other non-party
19 Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods during
20 shifts when they were entitled to receive a meal period. Also, Defendants systematically, and
21 on a company-wide basis, understaffed their jobsite locations, including by adopting a single-
22 staffing model for some of their jobsites, whereby only one employee was scheduled to work at
23 certain times (*see infra*), thereby failing to provide adequate meal period coverage to permit
24 those employees to take compliant meal periods. Defendants also had a practice of failing to
25 schedule meal periods at all, which further caused Plaintiff and other non-party Aggrieved
26 Employees to not be relieved of their duties for compliant meal periods. For example, Plaintiff’s
27 meal periods were interrupted and/or cut short due to the lack of coverage and heavy workload.
28 Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for the time

1 they spent working off the clock during an unpaid meal period.

2 65. Third, Defendants had, and continue to have, a policy and/or practice of requiring
3 that Plaintiff and other non-party Aggrieved Employees carry their personal mobile devices and
4 respond to them at all times, including during meal periods. For example, Plaintiff had his meal
5 periods interrupted because he was required to answer calls lasting up to two (2) minutes from
6 Defendants' management and was required to address a resident's plumbing/maintenance issue
7 lasting up to 15 minutes. Thus, Plaintiff and other non-party Aggrieved Employees worked
8 through meal periods and/or had them interrupted to handle their assigned workloads and
9 responsibilities, and Defendants did not pay Plaintiff and other non-party Aggrieved Employees
10 for the time they continued to perform tasks during meal periods.

11 66. Fourth, Defendants' company-wide timekeeping system prevented Plaintiff and
12 other non-party Aggrieved Employees from recording all hours worked when their meal periods
13 were shortened or interrupted. Specifically, the system locked Plaintiff and other non-party
14 Aggrieved Employees out upon clocking out for a meal period, and would not permit them to
15 clock back in until 30 minutes had passed. As a result, Defendants failed to record all hours
16 worked during meal periods, and Plaintiff and other non-party Aggrieved Employees performed
17 work during such periods for which they were not compensated.

18 67. Defendants knew or should have known that, as a result of these company-wide
19 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
20 their assigned duties off-the-clock and during meal periods, and were suffered or permitted to
21 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
22 Employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more,
23 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
24 other non-party Aggrieved Employees were not paid overtime wages for all of the overtime
25 hours they actually worked.

26 68. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 the balance of overtime compensation as required by California law, violates the provisions of
28 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
2 and/or 2699(a), (f), and (k).

3 **FAILURE TO PAY MINIMUM WAGES**

4 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

5 69. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
6 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
7 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
8 Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an
9 employee is subject to the control of an employer, and includes all the time the employee is
10 suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8,
11 § 11050(2)(M) (defining “Hours Worked”).

12 70. First, as stated, Defendants systematically, and on a company-wide basis,
13 required Plaintiff and other non-party Aggrieved Employees to work “on-call” shifts during
14 which they had to put their lives on hold and were restricted from using that time freely for their
15 own purposes. Even though Plaintiff and other non-party Aggrieved Employees were subject
16 to Defendants’ control during “on-call” shifts, Defendants did not pay Plaintiff and other non-
17 party Aggrieved Employees at least minimum wages for all hours that they were suffered or
18 permitted to work.

19 71. Second, as set forth, due to Defendants’ policies and/or practices of understaffing
20 and/or single-staffing their jobsites while assigning heavy workloads, requiring employees to
21 carry their personal mobile devices to respond to calls at all times, and failing to schedule meal
22 periods, Plaintiff and other non-party Aggrieved Employees were prevented from taking all
23 uninterrupted meal periods to which they were entitled and were required to work off-the-clock
24 during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of
25 all duties during unpaid meal periods.

26 72. Third, as stated, Defendants’ company-wide timekeeping system prevented
27 Plaintiff and other non-party Aggrieved Employees from entering time worked during meal
28 periods because the system locked out Plaintiff and other non-party Aggrieved Employees for

1 a full 30 minutes. Thus, Defendants did not accurately record all hours worked during meal
2 periods, and Plaintiff and other non-party Aggrieved Employees performed work during meal
3 periods for which they were not paid.

4 73. Defendants did not pay minimum wages for all hours worked by Plaintiff and
5 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
6 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
7 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
8 1197, and 1198.

9 74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
10 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
11 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
12 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

13 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

15 75. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
17 other non-party Aggrieved Employees' employment by Defendants.

18 76. At all relevant times herein set forth, California Labor Code section 512(a)
19 provides that an employer may not require, cause, or permit an employee to work for a period
20 of more than five (5) hours per day without providing the employee with a meal period of not
21 less than thirty (30) minutes, except that if the total work period per day of the employee is not
22 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
23 and the employee. Under California law, first meal periods must start after no more than five
24 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

25 77. At all relevant times herein set forth, California Labor Code sections 226.7,
26 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
27 meal period mandated by an applicable order of the IWC.

28 78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and

1 the applicable IWC Wage Order also require employers to provide a second meal period of not
2 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
3 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
4 hours worked is no more than twelve (12) hours, the second meal period may be waived by
5 mutual consent of the employer and the employee only if the first meal period was not waived.

6 79. During the relevant time period, as stated, Defendants had, and continue to have,
7 a company-wide policy and/or practice of understaffing and/or single-staffing their jobsites
8 while assigning heavy workloads, which has resulted in a lack of meal period coverage and
9 prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,
10 uninterrupted meal periods to which they were entitled. For example, Plaintiff's meal periods
11 were repeatedly interrupted and/or cut short due to the demands of his workload. Following the
12 termination of three (3) employees (two (2) janitors and one (1) maintenance technician),
13 Plaintiff was required to assume all of their duties and responsibilities and would sometimes
14 work alone at his jobsite. As a further example, Defendants required Plaintiff to meet certain
15 deadlines for preparing an apartment for new tenants ("turnovers") within 2-3 days after the
16 previous tenants had moved out. This workload became particularly burdensome when there
17 were four (4) to five (5) apartment turnovers in a month. Further, as stated, Defendants had a
18 company-wide practice and/or policy of failing to schedule meal periods, which further caused
19 Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for
20 compliant meal periods.

21 80. As a further example, Plaintiff had to take his meal periods late due to the lack
22 of coverage and heavy workload. Moreover, as stated, Defendants had a company-wide policy
23 and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees carry their
24 personal mobile devices to respond to requests from management at all times, including during
25 meal periods. For example, Plaintiff's meal periods were interrupted and cut short numerous
26 times by phone calls from management which could last up to two minutes per instance. Thus,
27 Plaintiff and other non-party Aggrieved Employees had to work through all or part of their meal
28 periods, had their meal periods interrupted, and/or had to wait extended periods of time before

1 taking meal periods.

2 81. Additionally, as stated, Defendants' company-wide timekeeping system
3 prevented Plaintiff and other non-party Aggrieved Employees from recording when their meal
4 periods were shortened or interrupted, because the system locked out Plaintiff and other non-
5 party Aggrieved Employees once they clocked out for a meal period, and would not permit them
6 to clock back in from a meal period before 30 minutes had elapsed. Plaintiff and other non-
7 party Aggrieved Employees did not sign valid meal period waivers on days that they were
8 entitled to meal periods and were not relieved of all duties.

9 82. At all times mentioned herein, Defendants knew or should have known that as a
10 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
11 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
12 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
13 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

14 83. Furthermore, Defendants engaged in a company-wide practice and/or policy of
15 not paying meal period premiums owed when compliant meal periods are not provided.
16 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have
17 not received premium pay for missed, late, and interrupted meal periods. As a result,
18 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
19 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
20 to pay the full meal period premiums due.

21 84. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
24 and/or 2699(a), (f), and (k).

25 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

26 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

27 85. 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 other

1 non-party Aggrieved Employees' employment by Defendants.

2 86. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 87. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest periods
11 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
12 must "relinquish any control over how employees spend their break time, and relieve their
13 employees of all duties—including the obligation that an employee remain on call. A rest
14 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
15 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
16 section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover
17 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
18 that a required rest period was not authorized and permitted.

19 88. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
21 per each four (4) hour period worked or major fraction thereof. As with meal periods,
22 Defendants' policies and/or practices, including understaffing/single-staffing and assigning
23 heavy workloads, and their requirement that Plaintiff and other non-party Aggrieved Employees
24 carry and respond to their personal mobile devices at all times, including during rest periods,
25 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
26 in order to take compliant rest periods. Defendants also failed to schedule rest periods, which,
27 coupled with Defendants' failure to provide adequate rest period coverage, further led to
28 Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take

1 rest periods.

2 89. Furthermore, on information and belief, Defendants maintained a company-wide
3 on-premises rest period policy, which effectively required that Plaintiff and/or other non-party
4 Aggrieved Employees remain on the work premises during their rest periods. Because Plaintiff
5 and/or other non-party Aggrieved Employees were restricted from leaving the premises during
6 rest periods, they were denied the ability to use their rest periods freely for their own purposes,
7 such as running personal errands. Thus, Defendants effectively maintained control over
8 Plaintiff and/or other non-party Aggrieved Employees during rest periods.

9 90. As a result of Defendants' practices and policies, Plaintiff and other non-party
10 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
11 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
12 entitled. For example, Plaintiff had to forgo his rest periods altogether due to the heavy
13 workload and lack of rest period coverage.

14 91. Defendants also have engaged in a company-wide practice and/or policy of not
15 paying rest period premiums owed when compliant rest periods are not authorized and
16 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
17 Employees have not received premium pay for all missed rest periods. As a result, Defendants
18 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
19 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
20 IWC Wage Order.

21 92. Defendants' conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
23 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
24 2699(a), (f), and (k).

25 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
26 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

27 93. At all relevant times herein set forth, California Labor Code section 226(a)
28 provides that every employer shall furnish each of his or her employees an accurate and

1 complete itemized wage statement in writing, including, but not limited to, the name and address
2 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
3 and all applicable rates of pay.

4 94. At all relevant times, Defendants have knowingly and intentionally provided
5 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
6 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
7 other non-party Aggrieved Employees that fail to correctly list: total hours worked; gross wages
8 earned; net wages earned; and all applicable hourly rates in effect during the pay period,
9 including rates of pay for overtime wages, and the corresponding number of hours worked at
10 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and
11 226(a)(9).

12 95. Because Defendants did not record the time Plaintiff and other non-party
13 Aggrieved Employees spent working off the clock and deducted time from their records for
14 meal periods that were interrupted and/or missed (and therefore time for which they should have
15 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
16 Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and
17 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
18 worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2),
19 and failed to list the applicable hourly rates of pay in effect during the pay period and the
20 corresponding accurate number of hours worked at each hourly rate, in violation of section
21 226(a)(9).

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

1 the-clock. In addition, Defendants failed to provide Plaintiff and other non-party Aggrieved
2 Employees the option to elect to receive hard copies of their wage statements at any time and/or
3 failed to provide them with the ability to easily access the information and convert the wage
4 statements into hard copies at no expense to them.

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

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

25 99. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
26 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
27 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

28 ///

1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 100. At all times relevant herein set forth, Labor Code section 204 provides that all
4 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
5 days, inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
7 the month during which the labor was performed.

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

12 102. At all times relevant herein, Labor Code section 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday for
14 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
15 204 provides that the requirements of this section are deemed satisfied by the payment of wages
16 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
17 calendar days following the close of the payroll period.

18 103. During the relevant time period, Defendants willfully failed to pay Plaintiff and
19 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
20 wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the
21 time periods specified by California Labor Code section 204.

22 104. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
23 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

24 **FAILURE TO PAY WAGES UPON TERMINATION**

25 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

26 105. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
27 that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and that if an employee voluntarily leaves his or

1 her employment, his or her wages shall become due and payable not later than seventy-two (72)
2 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
3 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 106. On information and belief, Defendants have a company-wide practice and/or
6 policy of paying departing employees their final wages on the next regular pay cycle, instead of
7 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
8 Plaintiff was terminated on or about August 1, 2024. However, Defendants did not provide
9 Plaintiff with his final paycheck on the day he was terminated. Instead, Defendants did not pay
10 Plaintiff his final wages until the next regularly scheduled pay day, on August 5, 2024. Thus,
11 Defendants failed to pay Plaintiff his final wages immediately, in violation of California Labor
12 Code section 201.

13 107. In addition, Defendants willfully failed to pay Plaintiff and other non-party
14 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages
15 set forth above, including but not limited to, overtime wages, minimum wages, meal and rest
16 period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-
17 two (72) hours of their leaving Defendants' employ.

18 108. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
19 who are no longer employed by Defendants their wages earned and unpaid at the time of
20 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
21 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
22 entitled to recover from civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f),
23 and (k).

24 **FAILURE TO PAY REPORTING TIME PAY**

25 **VIOLATION OF LABOR CODE SECTION 1198**

26 109. California Labor Code section 1198 dictates that no employer may employ an
27 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.
28 California Labor Code section 1198 further requires that “. . . the standard conditions of labor

1 fixed by the commission shall be the . . . standard conditions of labor for employees. The
2 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

3 110. The applicable IWC Wage Order, California Code of Regulations, Title 8,
4 section 11050(5)(A), provides that “[e]ach workday an employee is required to report to the
5 work site and does report, but is not put to work or is furnished less than half of his/her usual or
6 scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s
7 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s
8 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of
9 the reporting time regulation” is “to guarantee at least partial compensation for employees who
10 report to work expecting to work a specified number of hours, and who are deprived of that
11 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*
12 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

13 111. During the relevant time period, Defendants violated California Labor Code
14 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
15 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay
16 when they reported to work for their usual or scheduled shift but were put to work for less than
17 half of their usual or scheduled day’s work.

18 112. As stated, Defendants had a company-wide “on-call” policy, whereby they
19 scheduled Plaintiff and other non-party Aggrieved Employees to work “on-call,” or on standby.
20 When scheduled for a “on-call” or standby shift, Plaintiff and other non-party Aggrieved
21 Employees regularly presented themselves as ready for work by waiting for the Defendants to
22 call them regarding responding to maintenance emergencies. When this occurred, Defendants
23 did not pay Plaintiff and other non-party Aggrieved Employees the minimum reporting time
24 pay when they were on standby and were ultimately not called.

25 113. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
26 properly compensated with reporting time pay in violation of California Labor Code section
27 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other non-
28 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor

Code sections 2699(a), (f), and (k).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

114. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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.”

115. During the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, Defendants required Plaintiff and other non-party Aggrieved Employees to travel to obtain supplies for their work-related assignments, but did not reimburse them for all of their travel expenses. For example, Defendants required Plaintiff to drive his personal vehicle on two separate occasions to a hardware store to obtain work supplies, resulting in a round-trip distance of four (4) miles each time. Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize their own vehicles to carry out their work-related responsibilities, Defendants did not reimburse them for all of their travel expenses.

116. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual equipment for use on the job, such as company vehicles, or Defendants could have fully reimbursed employees for the costs of their mileage and travel expenses. Instead, Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the

1 minimum wage.

2 117. Defendants' company-wide policy and/or practice of passing not reimbursing
3 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
4 and other non-party Aggrieved Employees violates California Labor Code section 2802.

5 118. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

7 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
8 **EMPLOYMENT**

9 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

10 119. At all relevant times herein, California's Wage Theft Prevention Act was enacted
11 to ensure that employers provide employees with basic information material to their
12 employment relationship at the time of hiring, and to ensure that employees are given written
13 and timely notice of any changes to basic information material to their employment. Codified
14 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
15 time of hiring, an employer must provide written notice to employees containing basic and
16 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
17 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
18 any rates for overtime, the regular payday designated by the employer, and any allowances
19 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
20 § 2810.5(a)(1)(A)-(C).

21 120. At all relevant times, on information and belief, Defendants failed, on a
22 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
23 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
24 (C).

25 121. Defendants' failure to provide Plaintiff and other non-party Aggrieved
26 Employees with written notice of basic information regarding their employment with
27 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
28 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor

Code sections 2699(a), (f), and (k).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

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

As to the First Cause of Action

2. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,

1 2802, and 2810.5;

2 5. For attorneys' fees and for costs pursuant to California Labor Code section
3 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
4 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
5 1197, 1198, 2802, and 2810.5;

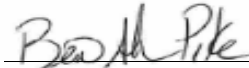
6 6. For pre-judgment interest and post-judgment interest as provided by law; and

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

9
10 Dated: April 10, 2025

Respectfully submitted,

11 Capstone Law APC

12
13 By: 

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

18 Attorneys for Plaintiff Gregory Jackson
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27
28

EXHIBIT “1”



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January 30, 2025

VIA ONLINE SUBMISSION

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

Subject: *Gregory Jackson v. Bridge Housing Corporation, et al.*

Dear PAGA Administrator:

This office represents Gregory Jackson in connection with his claims under the California Labor Code. Mr. Jackson was an employee of BRIDGE HOUSING CORPORATION; BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING, INC.; and/or BRIDGE HOUSING VENTURES, INC. For the purpose of this letter, Mr. Jackson collectively refers to these entities as “BRIDGE.”

The employers may be contacted directly at the addresses below:

BRIDGE HOUSING CORPORATION
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA
NONPROFIT PUBLIC BENEFIT CORPORATION
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE PROPERTY MANAGEMENT COMPANY
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE WEST OAKLAND HOUSING, INC.
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE HOUSING CORPORATION -
SOUTHERN CALIFORNIA
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE HOUSING VENTURES, INC.
350 CALIFORNIA STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

Mr. Jackson 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. Jackson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by BRIDGE 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.

BRIDGE employed Mr. Jackson as an hourly paid, non-exempt employee from approximately June to August 2024. Mr. Jackson worked for BRIDGE as a Janitor at one of its sites, Magnolia Plaza Senior Apartments (located at 630 Baden Avenue, South San Francisco, California 94080). During his employment, Mr. Jackson typically worked eight (8) hours per day, and five (5) days per week. At the time Mr. Jackson’s employment with BRIDGE ended, he earned approximately \$22.00 per hour. His job duties included, without limitation, cleaning, vacuuming, completing work orders (painting, cleaning apartments, and changing locks), and performing general janitorial work.

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

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

BRIDGE HOUSING CORPORATION; BRIDGE PROPERTY MANAGEMENT COMPANY; BRIDGE HOUSING CORPORATION - SOUTHERN CALIFORNIA; BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION; BRIDGE WEST OAKLAND HOUSING, INC.; and BRIDGE HOUSING VENTURES, INC. are California corporations. Together, they are a real estate company that provides services for residential properties. Upon information and belief, BRIDGE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Francisco, California, for all non-exempt, hourly paid employees working for BRIDGE in California, including Mr. Jackson and other aggrieved employees. At all relevant times, BRIDGE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Jackson and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Jackson’s experience and counsel’s review of those records currently available relating to Mr. Jackson’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. Jackson 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.

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 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.

BRIDGE willfully failed to pay all overtime wages owed to Mr. Jackson and other aggrieved employees. During the relevant time period, Mr. Jackson 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 (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.

First, during the relevant period, BRIDGE had a company-wide “on-call” policy, whereby it required Mr. Jackson and other aggrieved employees to work “on-call” or on standby. During an “on-call” shift, Mr. Jackson and other aggrieved employees had to be available to work 24 hours per day, seven (7) days per week. While working an “on-call” shift, Mr. Jackson and other aggrieved employees were required to respond to calls from management and/or residents within one (1) to two (2) hours, and if necessary, report to the property/jobsite to address the maintenance issue in person. Additionally, while “on-call,” Mr. Jackson and other aggrieved employees were required to stay within one (1) to two (2) hours in proximity to the worksite and, in essence, were on controlled standby for BRIDGE because they could not use that time freely for their own purposes and were forced to put their lives on hold. However, BRIDGE failed to pay Mr. Jackson and other aggrieved employees for the time they spent waiting for a call from BRIDGE and were unable to use their time for their own purposes.

Second, BRIDGE had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads. BRIDGE’s policy and/or practice resulted in a failure to provide Mr. Jackson and other aggrieved employees with adequate meal period coverage, and thus, Mr. Jackson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, BRIDGE systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one employee was scheduled to work at certain times (*see infra*), thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. BRIDGE also had a practice of failing to schedule meal periods at all, which further caused Mr. Jackson and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Jackson’s meal periods were interrupted and/or cut short due to the lack of coverage and heavy workload. BRIDGE did not compensate Mr. Jackson and other aggrieved employees for the time they spent working off the clock during an unpaid meal period.

Third, BRIDGE had, and continues to have, a policy and/or practice of requiring that Mr. Jackson and other aggrieved employees carry their personal mobile devices and respond to them at all times, including during meal periods. For example, Mr. Jackson had his meal periods interrupted because

he was required to answer calls lasting up to two (2) minutes from BRIDGE's management and was required to address a resident's plumbing/maintenance issue lasting up to 15 minutes. Thus, Mr. Jackson and other aggrieved employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and BRIDGE did not pay Mr. Jackson and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fourth, BRIDGE's company-wide timekeeping system prevented Mr. Jackson and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted. Specifically, the system locked Mr. Jackson and other aggrieved employees out upon clocking out for a meal period, and would not permit them to clock back in until 30 minutes had passed. As a result, BRIDGE failed to record all hours worked during meal periods, and Mr. Jackson and other aggrieved employees performed work during such periods for which they were not compensated.

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

BRIDGE's failure to pay Mr. Jackson 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. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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 IWC 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)(M) (defining "Hours Worked").

First, as stated, BRIDGE systematically, and on a company-wide basis, required Mr. Jackson and other aggrieved employees to work "on-call" shifts during which they had to put their lives on hold and were restricted from using that time freely for their own purposes. Even though Mr. Jackson and other aggrieved employees were subject to BRIDGE's control during "on-call" shifts, BRIDGE did not pay Mr. Jackson and other aggrieved employees at least minimum wages for all hours that they were suffered or permitted to work.

Second, as set forth, due to BRIDGE's policy and/or practice of understaffing and/or single-staffing its jobsites while assigning heavy workloads, requiring employees to carry their personal mobile devices to respond to calls at all times, and failing to schedule meal periods, Mr. Jackson and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were

entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Third, as stated, BRIDGE's company-wide timekeeping system prevented Mr. Jackson and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Jackson and other aggrieved employees for a full 30 minutes. Thus, BRIDGE did not accurately record all hours worked during meal periods, and Mr. Jackson and other aggrieved employees performed work during meal periods for which they were not paid.

BRIDGE did not pay at least minimum wages for all hours worked by Mr. Jackson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BRIDGE 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, BRIDGE regularly failed to pay at least minimum wages to Mr. Jackson 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. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal 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. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, BRIDGE had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its jobsites while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Mr. Jackson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, Mr. Jackson's meal periods were repeatedly interrupted and/or cut short due to the demands of his workload. Following the termination of three (3) employees (two (2) janitors and one (1) maintenance technician), Mr. Jackson was required to assume all of their duties and responsibilities and would sometimes work alone at his jobsite. As a further example, BRIDGE required Mr. Jackson to meet certain deadlines for preparing an apartment for new tenants

(“turnovers”) within 2-3 days after the previous tenants had moved out. This workload became particularly burdensome when there were four (4) to five (5) apartment turnovers in a month. Further, as stated, BRIDGE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Jackson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a further example, Mr. Jackson had to take his meal periods late due to the lack of coverage and heavy workload. Moreover, as stated, BRIDGE had a company-wide policy and/or practice of requiring that Mr. Jackson and other aggrieved employees carry their personal mobile devices to respond to requests from management at all times, including during meal periods. For example, Mr. Jackson’s meal periods were interrupted and cut short numerous times by phone calls from management which could last up to two minutes per instance. Thus, Mr. Jackson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Additionally, as stated, BRIDGE’s company-wide timekeeping system prevented Mr. Jackson and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Jackson and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Mr. Jackson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, BRIDGE knew or should have known that, as a result of these policies, Mr. Jackson and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BRIDGE knew or should have known that BRIDGE did not pay Mr. Jackson and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, BRIDGE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Jackson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, BRIDGE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 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, BRIDGE regularly failed to authorize and permit Mr. Jackson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BRIDGE’s policies and/or practices, including understaffing/single-staffing and assigning heavy workloads, and its requirement that Mr. Jackson and other aggrieved employees carry and respond to their personal mobile devices at all times, including during rest periods, prevented Mr. Jackson and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BRIDGE also failed to schedule rest periods, which, coupled with BRIDGE’s failure to provide adequate rest period coverage, further led to Mr. Jackson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, BRIDGE maintained a company-wide on-premises rest period policy, which effectively required that Mr. Jackson and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Jackson and/or 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, BRIDGE effectively maintained control over Mr. Jackson and/or other aggrieved employees during rest periods.

As a result of BRIDGE’s practices and policies, Mr. Jackson 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, Mr. Jackson had to forgo his rest periods altogether due to the heavy workload and lack of rest period coverage.

BRIDGE has also 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. Jackson and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, BRIDGE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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. 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, BRIDGE has knowingly and intentionally provided Mr. Jackson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BRIDGE issued uniform wage statements to Mr. Jackson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; 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, BRIDGE violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because BRIDGE did not record the time Mr. Jackson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BRIDGE did not list the correct amount of gross wages and net wages earned by Mr. Jackson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BRIDGE failed to accurately list the total number of hours worked by Mr. Jackson 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).

Further, and separate from these violations, BRIDGE issued uniform wage statements to Mr. Jackson and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Jackson's and other aggrieved employees' wage statements incorrectly list the employer's address as "350 CALIFORNIA ST, STE 16, SAN FRANCISCO, CA 94018" but, according to the California Secretary of State's website, the correct zip code of the address is "94104." *See example paystub below.*

CO.	FILE	DEPT.	CLOCK	VCHR. NO.
[REDACTED]				

BRIDGE PROPERTY MGMT COMPANY
 350 CALIFORNIA ST STE 16
 SAN FRANCISCO, CA 94108

Earnings Statement



Period Beginning: 06/16/2024
 Period Ending: 06/30/2024
 Pay Date: 07/08/2024

Filing Status: [REDACTED]
 Exemptions/Allowances:
 Federal: [REDACTED]

GREGORY JACKSON



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 security number; failing to list the name 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. In addition, BRIDGE failed to provide Mr. Jackson and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the wage statements into hard copies at no expense to them.

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), BRIDGE willfully failed to maintain accurate payroll records for Mr. Jackson 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 and meal period. During the relevant time period, BRIDGE 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 and meal period start and end times for Mr. Jackson and other aggrieved employees, in violation of section 1198.

Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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 § 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, BRIDGE failed to pay Mr. Jackson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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.

On information and belief, BRIDGE had a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Jackson was terminated on or about August 1, 2024. However, BRIDGE did not provide Mr. Jackson with his final paycheck on the day he was terminated. Instead, BRIDGE did not pay Mr. Jackson his final wages until the next regularly scheduled pay day, on August 5, 2024. Thus, BRIDGE failed to pay Mr. Jackson his final wages immediately, in violation of California Labor Code section 201.

In addition, BRIDGE willfully failed to pay Mr. Jackson and other aggrieved employees who are no longer employed by BRIDGE the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving BRIDGE's employ.

Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further 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.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, BRIDGE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because BRIDGE failed to pay Mr. Jackson and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day’s work.

As stated, BRIDGE had a company-wide “on-call” policy, whereby it scheduled Mr. Jackson and other aggrieved employees to work “on-call,” or on standby. When scheduled for a “on-call” or standby shift, Mr. Jackson and other aggrieved employees regularly presented themselves as ready for work by waiting for the BRIDGE to call them regarding responding to maintenance emergencies. When this occurred, BRIDGE did not pay Mr. Jackson and other aggrieved employees the minimum reporting time pay when they were on standby and were ultimately not called.

Accordingly, Mr. Jackson and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Mr. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 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.”

During the relevant time period, BRIDGE had a company-wide policy of requiring Mr. Jackson and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, BRIDGE required Mr. Jackson and other aggrieved employees to travel to obtain supplies for their work-related assignments, but did not reimburse them for all of their travel expenses. For example, BRIDGE required Mr. Jackson to drive his personal vehicle on two separate occasions to a hardware store to obtain work supplies, resulting in a round-trip distance of four (4) miles each time. Although BRIDGE required Mr. Jackson and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, BRIDGE did not reimburse them for all of their travel expenses.

BRIDGE could have provided Mr. Jackson and other aggrieved employees with the actual equipment for use on the job, such as company vehicles, or BRIDGE could have fully reimbursed employees for the costs of their mileage and travel expenses. Instead, BRIDGE passed these operating costs off onto Mr. Jackson and other aggrieved employees. At all relevant times, BRIDGE did not earn at least two (2) times the minimum wage.

Thus, BRIDGE 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. Jackson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 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.

BRIDGE failed to provide Mr. Jackson and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BRIDGE’s failure to

provide Mr. Jackson and other aggrieved employees with written notice of basic information regarding their employment with BRIDGE is in violation of Labor Code section 2810.5.

Mr. Jackson and other aggrieved employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIDGE 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.” BRIDGE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Jackson’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Jackson 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 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Jackson 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 BRIDGE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 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. Jackson 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:

Arianna Eguiluz
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8142

Best Regards,

A handwritten signature in black ink, reading "Arianna Eguiluz". The signature is fluid and cursive, with the first name "Arianna" and last name "Eguiluz" clearly distinguishable.

Arianna Eguiluz

Copy: BRIDGE HOUSING CORPORATION (via U.S. Certified Mail); BRIDGE PROPERTY MANAGEMENT COMPANY (via U.S. Certified Mail); BRIDGE HOUSING CORPORATION - SOUTHERN CALIFORNIA (via U.S. Certified Mail); BRIDGE HOUSING ACQUISITIONS, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION (via U.S. Certified Mail); BRIDGE WEST OAKLAND HOUSING, INC. (via U.S. Certified Mail); BRIDGE HOUSING VENTURES, INC. (via U.S. Certified Mail)

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



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BRIDGE HOUSING
CORPORATION
350 CALIFORNIA STREET,
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CORPORATION
350 CALIFORNIA STREET,
16TH FLOOR
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1. Is delivery address different from item 1? ☐ Yes
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Service Type

- ☐ Adult Signature
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Domestic Return Receipt

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1. Signature & name of addressee, and date of receipt
2. Return Receipt Sent by Addressee
3. Return Receipt Sent by Post Office

Signature
Date

BRIDGE HOUSING
CORPORATION
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Instructions for Restrictions

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

7022 2410 0000 2265 1530

BRIDGE PROPERTY
MANAGEMENT COMPANY
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

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BRIDGE PROPERTY
MANAGEMENT COMPANY
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104



9590 9402 7706 2122 1526 09

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. 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 |
| ☐ Delivery Restricted Delivery | |
| ☐ Bill Restricted Delivery | |

(over \$500)

Domestic Return Receipt

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Extra Services & Fees (Check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postage \$
Total \$
Date
City

BRIDGE PROPERTY
MANAGEMENT COMPANY
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

PS Form 3800, April 2010 PSN 7500-02-000-9047 See Reverse for Instructions

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

7022 2410 0000 2265 1516



BRIDGE HOUSING CORPORATION -
SOUTHERN CALIFORNIA
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

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BRIDGE HOUSING CORPORATION -
SOUTHERN CALIFORNIA
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104



9590 9402 7706 2122 1526 23

2. Article Number (Transfer from service label)

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

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A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

Service Type

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

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13.00

☐ Return Receipt (hardcopy)

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☐ Insured (over \$500)

\$

Postage

☐ Signature Required

\$

Postage

☐ Signature Restricted Delivery

\$

Postage

☐ Signature Restricted Delivery

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Postage

☐ Signature Restricted Delivery

\$

Postage

City:

BRIDGE HOUSING CORPORATION -
SOUTHERN CALIFORNIA
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9053

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

7022 2410 0000 2265 1547



**BRIDGE HOUSING ACQUISITIONS,
INC., A CALIFORNIA NONPROFIT
PUBLIC BENEFIT CORPORATION**
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

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INC., A CALIFORNIA NONPROFIT
PUBLIC BENEFIT CORPORATION**
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104



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B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. 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®
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- ☐ Collect on Delivery
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Restricted Delivery

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Extra Services & Fees (check box, and fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

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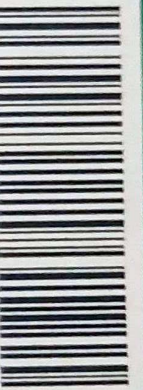
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**BRIDGE HOUSING ACQUISITIONS,
INC., A CALIFORNIA NONPROFIT
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350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

PS Form 3809, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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



7022 2410 0000 2265 1523

BRIDGE WEST OAKLAND
HOUSING, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

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BRIDGE WEST OAKLAND
HOUSING, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104



9590 9402 7706 2122 1526 16

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1523

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

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

Restricted Delivery

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Postage & Fees

BRIDGE WEST OAKLAND
HOUSING, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

BRIDGE WEST OAKLAND
HOUSING, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

7022 2410 0000 2265 1523

PS Form 3800, April 2015 PSN 7530-02-000-9048 Use Reverse for Instructions

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



7022 2410 0000 2265 1509

BRIDGE HOUSING VENTURES, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104

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.

BRIDGE HOUSING VENTURES, INC.
350 CALIFORNIA STREET,
16TH FLOOR
SAN FRANCISCO, CA 94104



9590 9402 7706 2122 1526 30

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1509

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

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

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Signature Receipt (hardcopy)

\$

☐ Return Receipt (hardcopy)

\$

☐ C

☐ D

☐ E

☐ F

☐ G

☐ H

☐ I

☐ J

☐ K

☐ L

☐ M

☐ N

☐ O

☐ P

☐ Q

☐ R

☐ S

BRIDGE HOUSING VENTURES, INC.

350 CALIFORNIA STREET,

16TH FLOOR

SAN FRANCISCO, CA 94104

Post

\$

Total

\$

Sent

Street

City

State

Zip

Country

Signature

Date

Time

Place

Other

Remarks

Comments

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature X ☐ Agent☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes☐ No Service Type ☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Insured Mail☐ Registered Mail Restricted Delivery ☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery	

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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 **April 10, 2025**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original ☐ ☒ a true copy thereof ☒ to interested parties as follows ☐ ☐ as stated on the attached service list:

Eugene Ryu
gene.ryu@klgates.com
Penny Chen Fox
penny.fox@klgates.com
Zain Zubair
zain.zubair@klgates.com
K&L Gates LLP
10100 Santa Monica Blvd, 8th Floor
Los Angeles, CA 90067

Attorneys for Defendants
BRIDGE HOUSING CORPORATION, et al.

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

☐ **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 **April 10, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature