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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

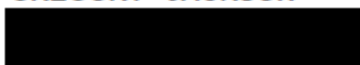
Earnings Statement



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, appearing to read "Arianna Eguiluz". The signature is fluid and cursive, with the first name "Arianna" written in a larger, more prominent script than the last name "Eguiluz".

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



7022 2410 0000 2265 1554

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

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

9590 9402 7706 2122 1525 86



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COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

R. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

1. Is delivery address different from item 1? ☐ Yes
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Service Type

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

Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee

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

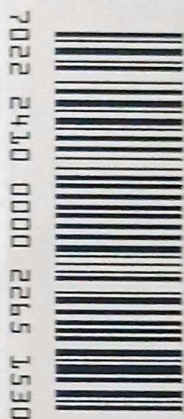
Signature
Date

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

2. Article Number (Transfer from container label)

7022 2410 0000 2265 1530

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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)

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OFFICIAL USE

Certified Mail Fee

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

DATE
BRIDGE

7022 2410 0000 2265 1530

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

City

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

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 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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COMPLETE THIS SECTION ON DELIVERY

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™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail™ | |

stricted Delivery

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Certified Mail Fee \$
Extra Services & Fees (extra fees, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Insured Mail (over \$500) \$
☐ Signature Confirmation \$
☐ Registered Mail \$
☐ Priority Mail Express \$
Postage \$
Total \$

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

7022 2410 0000 2265 1516

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



CERTIFIED MAIL

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



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2. Article Number (Transfer from service label)

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

Priority Mail Express®

- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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Signature of Addressee

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

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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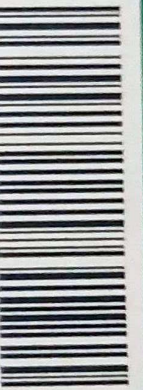
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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

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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™
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Postage & Fees

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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

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



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

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



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2. Article Number (Transfer from service label)

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A. Signature

X

☐ Agent

☐ Addressee

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

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JACKSON V.

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

☐ Signature Receipt (hardcopy)

\$

☐ Return Receipt (hardcopy)

\$

☐ C

☐ D

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