

March 3, 2026

Sent Via Electronic Mail and U.S. Mail

Labor and Workforce Development Agency
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A S & P Corporation
4501 Darcelle Dr.
Union City, CA 94587-4719

c/o Agent of Service
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701 Southampton Rd.
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Benicia, CA 94510



Re: PAGA Notice — Carlo Olano v. A S & P Corporation

This letter constitutes formal notice of aggrieved employee claims under the Private Attorneys General Act (“PAGA”), Labor Code Section 2699 et seq., on behalf of Carlo Olano, individually and on behalf of all other current and former employees of A S & P Corporation, operating as Bordon Homes (“Employer”), who have been employed by Employer. and paid wages during the applicable statute of limitations period (the “PAGA Period”). This notice is submitted pursuant to Labor Code Section 2699.3(d), which requires that notice of aggrieved employee claims be provided to the employer and to the Labor and Workforce Development Agency (LWDA) before commencing civil action. The claims asserted herein encompass violations of the California Labor Code regarding wages, hours worked, meal and rest periods, days of rest, and other labor standards as detailed below.

EMPLOYER INFORMATION

The Employer is A S & P Corporation, a business entity operating under the dba Bordon Homes. The Employer’s principal place of business is located in Canoga Park, California, where Employer operates an adult residential care facility for individuals with developmental disabilities. The facility is owned and operated by [REDACTED]. The day-to-day administration and supervision of the

facility and its employees are handled by Facility Administrator [REDACTED], who reports directly to the owners. A supervisor named [REDACTED] also makes periodic visits to oversee facility operations and employee performance. The facility employs direct staff professionals and live-in caregivers to provide twenty-four-hour care and supervision to residents.

CLAIMANT AND EMPLOYMENT RELATIONSHIP

Carlo Olano was employed by Employer as a Direct Staff Professional and live-in caregiver from November 7, 2024, through November 21, 2025. During this employment period, Claimant was responsible for providing direct residential care and supervision to two residents: [REDACTED] who has seizure disorder and experiences behavioral challenges including attempting to leave the facility, and [REDACTED], who is bedridden and requires frequent diaper changes, toileting assistance, and other intensive personal care services. Claimant's compensation was established at an hourly rate of \$17.00 per hour. However, the compensation structure was complicated by Employer's involvement with a supplemental funding program known as the "RCEB In-Home Supplemental Support COVID" program, through which Claimant also received supplemental pay at \$20.27 per hour for certain hours of work, as detailed below.

WORK SCHEDULE AND CONDITIONS

Claimant worked a regular daily schedule of 7:00 AM to 10:00 PM, totaling approximately fifteen (15) hours per shift, approximately six days per week throughout the entire employment period. This schedule required Claimant to be present and available to respond to resident care needs for the entire fifteen-hour period without relief. The employment was "live-in" in nature, with Claimant required to remain on the facility premises continuously. Based on this schedule, Claimant worked approximately 90 hours per week. The work involved constant vigilance, immediate response to resident needs (including seizure response, behavioral crises, and toileting assistance for a bedridden resident), meal preparation, cleaning, and other facility maintenance duties. At various times during the employment period, particularly during nighttime hours (3:00 AM to 5:00 AM multiple times per week), Claimant was required to respond to residents' needs without compensation for those hours. This nighttime caregiving work was never compensated or tracked on any timesheet.

Throughout the employment period, Employer operated a fraudulent dual-timesheet system designed to conceal Claimant's true hours worked and to systematically underpay Claimant for overtime and all hours beyond those Employer chose to record. The first timesheet, labeled "Bordon Homes," recorded only approximately eight (8) hours per day at the base rate of \$17.00 per hour. The second timesheet, labeled "RCEB In-Home Supplemental Support COVID," recorded additional hours at \$20.27 per hour, but only for certain days and only for a limited number of hours. For weekday shifts, the combined timesheets totaled approximately 12.5 hours despite Claimant actually working 15-hour shifts every single day. For weekend and holiday shifts, the combined timesheets showed only 8 hours of paid work despite Claimant working the full 15-hour shifts. The supplemental program hours were routinely delayed in payment by 15 to 30 or more days, and in many instances, the supplemental wages were never paid at all. Claimant was required to sign both timesheets each pay period, and Employer forced Claimant to attest (falsely) that Claimant had received all required rest periods, when in fact Claimant received zero rest periods. The uncompensated nighttime work (3:00 AM to 5:00 AM responding to residents) was never recorded on any timesheet whatsoever.

CALIFORNIA LABOR CODE VIOLATIONS

Based upon the foregoing facts and circumstances, Employer has systematically violated multiple provisions of the California Labor Code as follows:

A. Unpaid Overtime in Violation of Labor Code Sections 510, 1194, and 1198

California Labor Code Section 1194 provides that all employees shall be paid at least the minimum wage for all hours worked. Labor Code Section 510 establishes the overtime requirements: one and one-half times the regular rate of compensation for all hours over eight (8) per day and for the first eight (8) hours on the seventh (7) consecutive day of work, and double the regular rate for all hours in excess of twelve (12) per day and all hours in excess of eight (8) on the seventh (7) consecutive day of work. Labor Code Section 1198 requires that employers keep records showing the hours worked daily by each employee. Employer's failure to pay Claimant overtime compensation constitutes a violation of these statutes. Claimant worked more than eight (8) hours per day on substantially all workdays and more than forty (40) hours per week. On weekdays, despite working fifteen (15)-hour shifts, Claimant was paid for only approximately 12.5 hours per day. On weekends and holidays, despite working fifteen (15)-hour shifts, Claimant was paid for only approximately eight (8) hours. Claimant never received any overtime compensation for hours worked in excess of eight (8) per day, in excess of twelve (12) per day, or in excess of forty (40) per week. Claimant never received time-and-a-half compensation for daily overtime or for work on the seventh (7) consecutive day. Claimant never received double-time compensation for hours exceeding twelve (12) per day. Additionally, Claimant performed completely uncompensated work during nighttime hours (3:00 AM to 5:00 AM, multiple times per week) responding to resident care emergencies, for which Claimant received no payment and no time records whatsoever. The amount of overtime compensation owed is substantial and encompasses the entire employment period from November 7, 2024, through November 21, 2025.

B. Failure to Calculate Regular Rate of Pay in Violation of Labor Code Sections 510, 515.5, and 1194; 29 U.S.C. Section 207

Labor Code Section 510(a) requires that overtime compensation be paid at the regular rate of compensation for an employee. Labor Code Section 515.5 defines "regular rate of compensation" as the employee's hourly wage or, if the employee is paid on another basis, the equivalent hourly wage.

Employer paid Claimant through two distinct wage streams: \$17.00 per hour through the "Bordon Homes" timesheet and \$20.27 per hour through the "RCEB In-Home Supplemental Support COVID" program. Because Claimant was simultaneously earning both rates for employment services, the proper "regular rate of pay" for overtime computation purposes should have been a blended or weighted average rate reflecting all hours and all rates paid for Claimant's work. Instead, Employer appears to have calculated any overtime (which Employer paid little to none of) based solely on the \$17.00 base rate, if at all, thereby excluding the \$20.27 supplemental rate from the regular rate calculation. This results in systematic underpayment of overtime premiums. Moreover, by splitting compensation between two separate time records, Employer obscured the total hours Claimant actually worked and the aggregate amount of compensation earned, making it impossible for Claimant (or any third party) to verify that proper overtime was calculated. The failure to include all remuneration in the regular rate calculation, and the resulting underpayment of overtime premiums, violates Labor Code Sections 510 and 515.5 as interpreted by Alvarado and Ferra. This violation also affects the calculation of meal period and rest

period premiums, which must likewise be computed at the regular rate including all forms of compensation.

C. Meal Period Violations in Violation of Labor Code Sections 226.7, 512(a), and Wage Order No. 4

Labor Code Section 512(a) mandates that an employer shall provide an employee with a meal period of not less than thirty (30) minutes before the end of an employee's fifth (5th) hour of work. An employer may not compel an employee to work during meal periods and must provide an opportunity for employees to take uninterrupted meal periods. Wage Order No. 4 (applicable to health care industries and related service industries like residential care facilities) reinforces these requirements. An employer's failure to provide meal periods, without the employee voluntarily waiving the meal period in writing, requires the employer to pay one (1) hour of premium pay at the regular rate of compensation for the affected work day, as established by Labor Code Section 226.7.

From November 2024 through September 2025 — a period of approximately eleven (11) months — Claimant worked fifteen (15)-hour shifts without receiving a single meal break or opportunity to take a meal period. Claimant was on-call and required to remain available to respond to residents' immediate care needs at all times. Because the facility is small and Claimant was often the only caregiver present, no relief coverage was available to enable a meal break without abandoning the residents. Employer never provided a substitute or relief caregiver to cover Claimant's duties during a meal break, nor did Employer provide any mechanism to ensure Claimant could take an uninterrupted meal period. Claimant repeatedly raised concerns about the lack of meal breaks and rest periods with Facility Administrator [REDACTED] beginning in May 2025 and continuing through September 2025. Employer's response was to blame Claimant, with [REDACTED] stating on September 4, 2025, that it was Claimant's "own fault" he wasn't getting breaks. Only in September 2025, after months of complaints, did Employer implement a one-hour lunch break from 11:00 AM to 12:00 PM. In early October 2025, a second break opportunity (3:00 PM to 6:00 PM) was added only because the facility's residents began attending a day program and their care needs were reduced during those specific hours. Even after these limited accommodations were made, Claimant never received the required ten (10)-minute rest periods mandated by law.

Claimant is entitled to premium pay at the regular rate of compensation for each workday from November 2024 through September 2025 during which no compliant meal period was provided. Based on a conservative estimate of five (5) days per week for approximately forty (40) weeks (November 2024 through September 2025), Claimant is entitled to premium pay for approximately two hundred (200) workdays of meal period violations. Under Ferra, this premium must be calculated at the full regular rate of pay, including all forms of compensation (base rate and supplemental rate).

D. Rest Period Violations in Violation of Labor Code Section 226.7 and Wage Order No. 4

Labor Code Section 226.7 requires that employers provide employees with rest periods as specified in applicable wage orders. Wage Order No. 4 mandates a net paid rest period of not less than ten (10) minutes for each four (4) hours of work. An employer's failure to provide rest periods requires payment of one (1) hour of premium pay at the regular rate of compensation for each work period during which rest periods were not provided. This duty is non-waivable by the employee.

During Claimant's entire employment tenure from November 7, 2024, through November 21, 2025 — a period of approximately fourteen and one-half (14.5) weeks — Claimant never received a single ten-minute rest period, not even once. For fifteen (15)-hour shifts, Claimant was entitled to four (4) rest

periods per shift (one for each four-hour block). Claimant worked approximately six (6) days per week, resulting in approximately 24 missed rest periods per week. Over the entire employment period of approximately 60 weeks, Claimant was deprived of approximately 1,440 ten-minute rest periods. Employer made no provision for relief coverage to enable rest breaks, no substitutes were provided, and Claimant was required to remain continuously available for resident care. The only relief from duty came when the facility residents attended a day program (October 2025 onward), but even then, no formal rest breaks were offered or allowed. Claimant was further coerced into signing timesheets and attestations falsely stating that rest periods had been provided, when Claimant received none. Each missed rest period entitles Claimant to one (1) hour of premium pay. The total compensation due for rest period violations is substantial and calculated as 1,440 hours of work at the regular rate of compensation, or proportionally, $1,440 \text{ hours} \div 10 = 144 \text{ hours}$ of premium pay at the regular rate.

E. Day of Rest Violations in Violation of Labor Code Sections 551, 552, and 558

Labor Code Section 551 provides that every employee is entitled to one (1) day's rest in seven (7) absolute, with limited exceptions. Labor Code Section 552 requires that if an employee works more than six (6) days in a calendar week, the employee shall be paid at least one and one-half times the regular rate of compensation for the seventh (7th) day of work. The leading California Supreme Court case on day of rest requirements, *Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, clarifies that this is a strict liability provision requiring employers to maintain schedules that provide employees with at least one rest day per week. Labor Code Section 558 imposes civil penalties for willful violations of overtime requirements. During the period from December 2024 through January 2025, Claimant worked two (2) to three (3) consecutive weeks without any days off. Employer manipulated the schedule around bi-weekly pay period cutoffs to obscure the true number of consecutive workdays. Claimant regularly worked stretches of seven (7) to ten (10) consecutive days without a single day of rest. Claimant never received premium pay (time and one-half) for any seventh-day work. Additionally, on days when Claimant was technically scheduled "off," Claimant was required to return to the facility by 10:00 PM because the relief caregiver's shift was over, negating any meaningful rest or time away from work obligations. Employer failed to maintain any valid schedule ensuring Claimant received at least one (1) day of complete rest and relief from work in any seven (7)-day period.

Claimant is entitled to premium pay (time and one-half the regular rate) for all seventh consecutive days of work. Additionally, for each violation of Section 551 (failure to provide one day of rest in seven), Claimant is entitled to compensation for a full day at the regular rate. Given the systematic nature of these violations over a two-to-three-month period, Claimant is entitled to compensation for dozens of days of missed rest in violation of Section 551.

F. Late Payment of Wages in Violation of Labor Code Section 204

Labor Code Section 204(a) provides that all wages earned by an employee shall be paid at regular intervals, no less frequent than semi-monthly. Labor Code Section 210 provides penalties for violations of Section 204.

Throughout Claimant's employment, wages earned through Employer's supplemental program (RCEB In-Home Supplemental Support COVID) were routinely delayed by fifteen (15) to thirty (30) or more days beyond the applicable payday. For example, wages earned during the pay period of January 27, 2025, through February 9, 2025, were not paid until March 15, 2025 — a delay of more than one (1) month beyond the lawful pay date. This pattern of delayed wage payments was consistent throughout the

employment period. The delay in payment violates Labor Code Section 204, which establishes a strict requirement that all wages be paid at regular intervals. Each delayed payment constitutes a separate violation of Section 204 and triggers liability under Section 210.

G. Inaccurate Wage Statements in Violation of Labor Code Section 226(a)

Labor Code Section 226(a) requires that employers furnish itemized wage statements to employees showing: (1) the pay period; (2) the number of hours worked; (3) the rate(s) of pay; (4) the gross wages earned; (5) all deductions; (6) net wages paid; (7) the pay date; and (8) the employer's name and address. The wage statement must be accurate in all material respects.

Employer's wage statements and timesheets provided to Claimant were materially inaccurate in multiple respects. First, the "Bordon Homes" timesheet showed only eight (8) hours of work per day when Claimant actually worked fifteen (15) hours per day. Second, the "RCEB In-Home Supplemental Support COVID" supplemental timesheet recorded an incomplete picture of hours and pay rates, making it impossible for Claimant to understand the total hours worked or total compensation owed. Third, Claimant was coerced into signing attestations on each timesheet falsely stating that rest periods had been received, when no rest periods were ever provided. Fourth, the nighttime uncompensated work (3:00 AM to 5:00 AM) was never recorded on any wage statement. Fifth, the dual-timesheet structure prevented accurate reporting of Claimant's gross wages earned, because the statement did not show that Claimant was actually earning income at two (2) different rates simultaneously. These inaccuracies were not inadvertent mistakes but were part of Employer's deliberate scheme to conceal the true scope of hours worked and compensation owed. Each pay period during which an inaccurate wage statement was provided constitutes a violation of Labor Code Section 226(a).

H. Waiting Time Penalties in Violation of Labor Code Sections 201, 202, and 203

Labor Code Section 201 requires that an employer shall pay an employee all wages due for work performed when the employment relationship is terminated. Labor Code Section 202 specifies that if an employee who works at a location where the Employer does not have a representative on duty to make final payments, the wages are due within seventy-two (72) hours of termination, or immediately if the Employer has a representative on duty. Labor Code Section 203 provides that if an Employer willfully violates Sections 201 or 202, the employee is entitled to a penalty of all wages lost, plus interest, for a period not to exceed thirty (30) days.

Claimant's employment terminated on November 21, 2025, upon Claimant's voluntary resignation (which itself was a constructive discharge resulting from the wage and hour violations, retaliation, and intolerable working conditions described herein). Despite the termination date of November 21, 2025, and the passage of many months since that date, Claimant's final paycheck — representing all wages earned and accrued through the date of separation — has never been paid. Claimant did not receive final wages from the "Bordon Homes" base compensation account, nor were the supplemental program wages ever paid. As of the date of this letter, these final wages remain completely unpaid, months after the resignation. Employer's failure to pay all wages due upon separation, combined with the continuing failure to pay despite the passage of significant time, constitutes a willful violation of Labor Code Sections 201 and 202. Under Section 203, Claimant is entitled to a penalty equal to all unpaid wages plus interest for the entire period of non-payment.

I. Failure to Produce Personnel Records in Violation of Labor Code Sections 1198.5 and 226(b)

Labor Code Section 1198.5 requires that an employer provide an employee with a complete and accurate copy of the personnel file, including all documents considered in employment decisions affecting the employee, within a reasonable time and no later than thirty (30) days after receiving a written request. Labor Code Section 226(b) requires that employers provide copies of payroll records within twenty-one (21) days of an employee's written request.

On December 1, 2025, Claimant submitted a written request to Employer for a complete copy of his personnel file. As of the date of this letter, Employer has produced no documents and has provided no communication regarding whether Employer intends to withhold any documents, the basis for any withholding, or when documents might be produced. The thirty (30)-day period for production has long since elapsed. Employer's failure to produce the requested personnel file and payroll records constitutes violations of Labor Code Sections 1198.5 and 226(b).

J. Retaliation in Violation of Labor Code Sections 1102.5 and 98.6

Labor Code Section 1102.5 protects employees from retaliation for making complaints about, or disclosing information about, workplace conditions that the employee believes violate legal requirements. Labor Code Section 98.6 prohibits retaliation against an employee for filing a wage claim or exercising labor law rights. An employer may not discharge, threaten, discriminate against, or otherwise retaliate against an employee for making such protected complaints or disclosures. Retaliation includes any adverse action taken against an employee because of a protected activity.

Claimant began raising concerns about meal breaks, rest periods, and unpaid hours in May 2025 with Facility Administrator [REDACTED]. Throughout the summer of 2025, Claimant continued to communicate concerns to [REDACTED] and to Supervisor [REDACTED], requesting that breaks be provided and that Claimant be paid for all hours worked. On September 4, 2025, Claimant explicitly complained about the lack of meal and rest breaks, and Terado responded by blaming Claimant, saying it was Claimant's "own fault" he wasn't getting breaks. This blame-the-employee response discouraged further complaints. On November 11, 2025, Claimant raised the most serious complaint: the systematic underpayment of weekend wages. Claimant pointed out that on weekends, Claimant was working fifteen (15)-hour shifts but being paid for only eight (8) hours, a clear instance of wage theft. Claimant confronted Facility Administrator [REDACTED] directly about this issue on November 11, 2025. Terado's response was to acknowledge that the weekend shifts "would illegally not be paid the full hours" and to blame the problem on staff shortages, but to make no commitment to correct the problem. Immediately following this November 11 complaint — within days — Employer changed Claimant's work schedule from 10:00 AM to 3:00 PM and 6:00 PM to 10:00 PM, to a new schedule of 6:00 AM to 11:00 AM and 12:00 PM to 4:00 PM. This new schedule required Claimant to wake much earlier and reported back to the facility at early morning hours, despite the fact that Claimant's duties involved nighttime resident care (3:00 AM to 5:00 AM incidents). The schedule change was directly adverse to Claimant's interests, creating hardship and inconvenience without any operational justification. This schedule change was implemented as retaliation for Claimant's protected complaint on November 11, 2025. The retaliatory nature of this action is underscored by the fact that Employer did not address the actual legal violation Claimant complained about (the wage theft on weekends), but instead punished Claimant with an unfavorable schedule change.

K. Failure to Pay Minimum Wage in Violation of Labor Code Sections 1194 and 1197

Labor Code Section 1194 guarantees all employees a minimum wage as set forth in Section 1197. Wages earned must be at least the minimum wage for each hour worked. An employer violates the minimum wage requirement if the total compensation paid for hours worked (calculated as total wages paid divided by total hours actually worked) falls below the applicable minimum wage.

Because Claimant was not paid for substantial portions of actual work time, Claimant's effective hourly rate for certain pay periods fell below the applicable California minimum wage. For example, on weekends during which Claimant worked fifteen (15) hours but was paid for only eight (8) hours, Claimant's effective wage for that day was the total amount paid divided by fifteen (15) hours actually worked, not eight (8) hours paid. Additionally, the completely uncompensated nighttime work hours (3:00 AM to 5:00 AM) further reduced Claimant's effective hourly rate below minimum wage for those pay periods during which nighttime incidents occurred. Claimant is entitled to the difference between the minimum wage for all hours actually worked and the amount actually paid, for all pay periods in which the effective rate fell below minimum wage.

L. Failure to Reimburse Business Expenses in Violation of Labor Code Section 2802

Labor Code Section 2802(a) requires that employers reimburse employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of an employee's duties or of the employee's obedience to the directions of the employer. As a live-in caregiver required to use personal resources, supplies, and necessities in connection with employment duties, Claimant may have incurred business-related expenses that Employer failed to reimburse.

M. Liability for Civil Penalties Under the Private Attorneys General Act

Labor Code Section 2699(f)(1) provides that in a civil action brought pursuant to PAGA, the employee is entitled to recover civil penalties of one hundred dollars (\$100) for each aggrieved employee for each initial violation of a Labor Code provision, and two hundred dollars (\$200) for each aggrieved employee for each subsequent violation of the same provision. Labor Code Section 2699.5 defines "aggrieved employee" as an employee who was employed by the alleged violator and against whom one or more violations of the statutes listed in Labor Code Section 2699(f) was committed. Labor Code Section 558 provides that employees can recover damages equal to wages earned multiplied by penalties, plus interest. Employer's violations of the Labor Code sections identified above are systematic, knowing, and willful. Employer operated a deliberate dual-timesheet scheme to conceal hours worked. Employer knowingly denied meal breaks and rest periods for months and coerced Claimant to sign false attestations. Employer manipulated schedules to obscure seventh-day violations. Employer delayed payment of wages by months. Employer created inaccurate wage statements. Employer failed to pay final wages upon separation. Employer retaliated against Claimant for protected complaints. Given the systematic nature of these violations and Employer's knowledge and deliberate conduct, Claimant is entitled to civil penalties for each violation as to each aggrieved employee, as well as to recoverable wages, interest, and any other penalties provided by the Labor Code.

CONSTRUCTIVE DISCHARGE AND RETALIATORY MOTIVATION

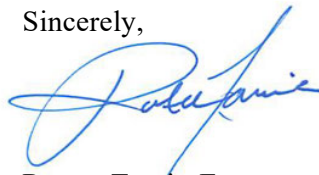
While Claimant resigned from employment on November 21, 2025, the resignation was not truly voluntary. Claimant resigned as a direct result of the systematic wage theft, denial of breaks, day-of-rest violations, and the immediate retaliatory schedule change implemented following Claimant's November 11, 2025, complaint about wage underpayment. By the time of resignation, Claimant had endured approximately 13.5 months of working 15-hour days without proper compensation, without breaks,

working seven-day stretches without rest, being paid for only half or two-thirds of hours worked, having supplemental wages delayed by months, and then, upon finally objecting to wage theft, being retaliated against with an unfavorable schedule change. These conditions were so intolerable that a reasonable person would feel compelled to resign. Claimant's resignation thus constitutes a constructive discharge, and Claimant is entitled to all remedies applicable to a discharge due to unlawful labor practices.

NOTICE AND OPPORTUNITY TO CORRECT

Pursuant to Labor Code Section 2699.3(d), Employer is hereby given notice of the aggrieved employee claims detailed in this letter. Employer is afforded an opportunity to investigate and cure the violations and to provide compensation to Claimant within sixty-five (65) calendar days of receipt of this notice. If Employer does not cure the violations and provide appropriate compensation within this period, Claimant is entitled to commence a civil action for the recovery of wages, penalties, and injunctive relief. The commencement of a civil action will also entitle Claimant to recover reasonable attorney's fees and costs.

Sincerely,



Rotem Tamir, Esq.

For BLUESTONE LAW