

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 3, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Re: *Daniel Olano v. Bridge Property Management Company*

To Whom It May Concern:

Please be advised that this law firm represents Daniel Olano (“Mr. Olano”) in claims arising from his employment with Bridge Property Management Company; and Does 1 through 100 (collectively “Bridge Property Management”). Mr. Olano is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bridge Property Management’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Bridge Property Management’s non-exempt employees who worked for Bridge Property Management in California during the one year immediately preceding the date of this letter through the present.

Mr. Olano was employed by Bridge Property Management as a non-exempt “Onsite Manager” from approximately May 2020 until approximately January 9, 2026. Mr. Olano’s primary job duties included, but was not limited to, collecting rent and security deposits, communicating with home improvement vendors, processing Section 8 vouchers, processing rental applications, performing background checks on applicants, and responding to tenant communications and emergencies.

Throughout Mr. Olano’s employment with Bridge Property Management, Bridge Property Management’s timekeeping policies and/or practices resulted in Mr. Olano and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Mr. Olano lived on-site at Bridge Property Management’s premises and as a result, was frequently contacted by Bridge Property Management to respond to emergent issues while Mr. Olano was not on the clock. Bridge Property Management had a policy and/or practice of requiring Mr. Olano to be on-call after his shift ended at 5:00 p.m. on weekdays and on the weekends, in order to respond to tenant emergencies, and Bridge Property Management regularly contacted Mr. Olano during these times to perform work-related tasks. However, Defendant did not compensate

Mr. Olano for this time that he was under Bridge Property Management's control. As a result of Bridge Property Management's failure to pay Mr. Olano and other aggrieved employees for their actual hours worked, Bridge Property Management failed to pay Mr. Olano and other aggrieved employees for all minimum and overtime wages earned.

During Mr. Olano's employment with Bridge Property Management, Mr. Olano and other aggrieved employees often worked over 8 hours per workday and/or over 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times his "regular rate" of compensation for working overtime hours and/or double his regular rate of pay for working over 12 hours in a workday. Specifically, Bridge Property Management paid Mr. Olano and other aggrieved employees non-discretionary bonuses and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (collectively, "Incentive Pay"). However, Bridge Property Management failed to properly incorporate Incentive Pay into Mr. Olano's and other aggrieved employees' regular rates of pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them

Bridge Property Management failed to provide Mr. Olano and other aggrieved employees with all legally compliant meal periods due to Bridge Property Management's meal period policies/practices, which have frequently resulted in short (less than 30 minutes) and late (commencing after the fifth hour of work) meal periods. Bridge Property Management also required Mr. Olano and other aggrieved employees to carry their personal cellular phones on them at all times during this shifts, including during their meal periods, and Mr. Olano and other aggrieved employees were frequently interrupted during their meal periods with work demands. Despite Bridge Property Management's failure to provide Mr. Olano and other aggrieved employees with all lawful meal periods to which they were entitled, Bridge Property Management failed to provide Mr. Olano and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

In addition, on those select occasions when Bridge Property Management did pay Mr. Olano and other aggrieved employees a meal period premium, Bridge Property Management failed to properly incorporate all Incentive Pay into Mr. Olano's and other aggrieved employees' "regular rate" of compensation, thereby under-paying Mr. Olano's and other aggrieved employees' meal period premiums under Labor Code § 226.7, which requires meal period premiums to be paid at an hour of pay at the employee's "regular rate of compensation." *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021) (holding "regular rate of compensation" in Labor Code § 226.7 to be synonymous with "regular rate of pay" in Labor Code § 510, and therefore meal and rest period premiums must incorporate incentive pay just like overtime premiums).

Mr. Olano and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Bridge Property Management's unlawful rest period policies/practices. Similar to employee meal periods, Mr. Olano and other aggrieved employees were required to carry their cellular

phones at all times during their shifts, including during rest periods, and were regularly interrupted with emergent work issues during their rest periods. Despite Bridge Property Management's failure to authorize and permit Mr. Olano and other aggrieved employees to take all legally-compliant rest periods, Bridge Property Management failed to provide Mr. Olano and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Bridge Property Management also failed to adequately reimburse Mr. Olano and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phone and personal vehicle for employment-related tasks. However, Bridge Property Management failed to reimburse Mr. Olano and other aggrieved employees for these business expenses.

As a result of Bridge Property Management's failure to compensate Mr. Olano and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Bridge Property Management maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Bridge Property Management's failure to compensate Mr. Olano and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Bridge Property Management failed to pay Mr. Olano and other aggrieved employees all wages owed at the time of their separation of employment with Bridge Property Management.

As described above, Bridge Property Management committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Minimum Wage Violations

Bridge Property Management was required to pay Mr. Olano and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Bridge Property Management failed to conform its pay practices to the requirements of the law by failing to pay Mr. Olano and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Bridge Property Management and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Olano and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Bridge Property Management was required to pay Mr. Olano and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday

and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Bridge Property Management caused Mr. Olano and other aggrieved employees to work overtime hours but did not compensate Mr. Olano and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Olano and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Bridge Property Management failed to provide Mr. Olano and other aggrieved employees with all required and compliant meal periods, due to Bridge Property Management’s meal period policies/practices that often fail to provide first meal periods before the end of the fifth hour of work, and which fail to provide second meal periods for shifts of over 10.0 hours. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Olano and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Bridge Property Management also failed to authorize and permit Mr. Olano and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. Specifically, Bridge Property Management did not schedule rest periods, nor otherwise maintained or maintains any policy or practice for ensuring that non-exempt employees are authorized and permitted to take rest periods. As a result, Mr. Olano and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for All Necessary Business Expenditures

As alleged above, Bridge Property Management failed to reimburse Mr. Olano and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and personal vehicles for business purposes. Bridge Property Management's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Mr. Olano and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bridge Property Management failed to timely pay Mr. Olano and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Bridge Property Management's failure to pay all final wages due to Mr. Olano and other aggrieved employees was willful and, consequently, entitles Mr. Olano and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bridge Property Management failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Bridge Property Management was required to furnish Mr. Olano and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Bridge Property Management's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Bridge Property Management maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Olano and other aggrieved employees in violation of Labor Code § 226. Bridge Property Management's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Olano and other aggrieved employees have suffered injury as a result.

As an "aggrieved employee," Mr. Olano will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Olano's own investigation, and on information and belief, Bridge Property Management committed and continues to commit the following Labor Code violations:

- a. Bridge Property Management violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Olano and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Bridge Property Management violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Olano and other aggrieved employees all overtime compensation earned;
- c. Bridge Property Management violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Olano and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Bridge Property Management violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Olano and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Olano and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Bridge Property Management violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Olano and other aggrieved employees for all necessary expenditures incurred;
- f. Bridge Property Management violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Olano and other aggrieved employees;
- g. Bridge Property Management violated Labor Code § 226 by failing to furnish Mr. Olano and other aggrieved employees with accurate and compliant itemized wage statements;
- h. Bridge Property Management violated Labor Code § 204 by failing to pay Mr. Olano and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Bridge Property Management violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Olano and other aggrieved employees.

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Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bridge Property Management if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal stroke extending to the right.

Paul K. Haines

cc: Bridge Property Management Company (via certified mail)