

Ophir J. Bitton
Principal

Of Counsel
Cesar G. Lachica, Jr.
Robert Zabb

Bitton & Associates
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
(310) 356-1006
Fax: (818) 524-1224

File 1103.002
Via Certified U.S. Mail

June 17, 2025

MASTERCORP COMMERCIAL
SERVICES, LLC
Attn: Legal Department
3505 NORTH MAIN STREET
CROSSVILLE, TN 38555

MASTERCORP COMMERCIAL
SERVICES, LLC
c/o National Registered Agents, Inc.
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: *Rosalba Huacuz v. Mastercorp Commercial, Inc.*
(Employment Matter)
LWDA-CM-

Dear Sir or Madam,

Our office provides legal representation for Ms. Rosalba Huacuz (“Huacuz”) regarding her employment with MasterCorp Commercial Services, LLC (collectively, “Employers” or “MasterCorp”). We are writing in a good faith attempt to resolve employment claims Huacuz, and possibly others similarly situated, have against MASTERCORP, without having to resort to litigation. This letter is also being mailed and uploaded to the California Labor & Workforce Development Agency, consistent with *Labor Code* § 2698 et seq. As set forth in greater detail below, Huacuz, and possibly others similarly situated, have several meritorious claims against MASTERCORP related to their employment, including, but not limited to:

- 1) Failure to pay overtime wages;
- 2) Untimely payment of wages;
- 3) Failure to provide meal breaks and rest periods;
- 4) Failure to provide accurate itemized wage statements;
- 5) Unlawful withholding of wages;
- 6) Waiting time penalties; and
- 7) For unfair business practices.

Huacuz's claims include relief under *California Business and Professions Code* § 17200 et. seq. and the Private Attorney General Act ("PAGA") as set forth in *Labor Code* §2698 et seq. as to Huacuz and possibly others. These claims are briefly discussed below.

FACTS

From December 2023 to October 9, 2024, Huacuz was employed as a cleaning worker by MASTERCORP. She and other similarly situated were paid every two weeks in checks. Huacuz was paid \$16/hour, her most recent hourly rate. Besides her usual scheduled hours from 5 P.M. to 12:45 A.M., Monday to Sunday, Huacuz would also work overtime on occasion. MASTERCORP required overtime hours to be approved. However, MASTERCORP also require certain things to be finished at each shift. So, on occasion, Huacuz, and others similarly situated would work overtime to complete the required tasks. This sometimes occurred without permission as the supervisor was not always available. When this happened, MASTERCORP would not pay for the overtime worked. This way MASTERCORP could avoid overtime pay.

Huacuz was typically not provided with compliant meal breaks and rest periods. For most of the time Huacuz worked for MASTERCORP, her assigned meal break time and that of others similarly situated was after the fifth hour of work. Moreover, she and other employees similarly situated were not given rest breaks.

Moreover, MASTERCORP did not provide the required sick time for its employees, under the laws of the state of California. While, MASTERCORP required its employees to use their personal cell phones, they only reimburse their employees between \$1 and 2 dollars a pay period, which is insufficient.

VIOLATIONS IN RELATION TO WAGE AND HOUR

1. Failure to Pay Overtime Wages

Under *Labor Code* § 510, an employee must be paid overtime after working eight (8) hours in a day and forty (40) hours in a week, and on the first eight (8) hours of the seventh consecutive day worked in a week. Overtime must be paid at one-and-a-half times the regular rate of pay. The overtime rate becomes two times the regular rate of pay for hours over twelve in a day, or over eight hours on the seventh consecutive day worked. The "regular rate of pay" is comprised of more than just the employee's hourly rate of pay, it includes many kinds of monetary remuneration an employee earns for her labor, including commissions, spiffs, and bonuses. (29 U.S.C. 207(e)).

Specifically, *Labor Code* § 1194.2(a), in pertinent part, states, "[i]n any action... to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the

commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

Huacuz was not paid overtime owed as a non-exempt employee. Huacuz would often work more than eight (8) hours in a day and/or more than 40 hours in a week. Yet not all her time was compensated. Similarly, since there were times when Huacuz was not paid at all for work performed, she was deprived of minimum wages in that her regular wages were not paid. Huacuz and others similarly situated, under both Federal and State laws, are also entitled to liquidated damages equal to the sums earned, but not paid.

2. Untimely Payment of Wages

Labor Code §210(a) provides that any employer who fails to timely pay the wages of each employee, pursuant to *Labor Code* §204 which requires all wages are due and payable twice during each calendar month, shall be subject to a penalty in the amount of one hundred dollars (\$100) per employee per violation in an initial citation, and two hundred dollars per employee per employee for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent of the amount unlawfully withheld. The civil penalty provided for in this section is in addition to any other penalty provided by law and can be recovered by the employee as a statutory penalty.

In this case, MASTERCORP failed to timely pay Huacuz overtime wage as stated above. Therefore, Huacuz is entitled to such civil penalty provided therein.

3. Failure to Provide Meal Breaks and Rest Periods

Employees who work more than five hours in a day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30 minutes if they work for more than 10 hours in a day. [*Labor Code* §512(a)]. State law also requires employers to authorize rest period of specified minimum duration (generally 10 minutes of paid rest for every four hours of works). [8 *California Code Regulations* (“*Cal. C. Regs.*”) §§11010-11150 ¶2 and §11160 ¶1]. An IWC Wage order mandates that no employer may require an employee to work during any meal or rest period [*Labor Code* §226.7(a)]. An employer who fails to provide meal or rest periods as required by an applicable Wage Order must pay the employee one additional hour of pay at the employee’s regular rate of pay for each workday that a meal or rest period was not provided. [*Labor Code*. §226.7(b), 8 *Cal. C. Regs.* §§11010 et seq. ¶11].

Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962-963 [35 Cal.Rptr.3d 243]; see also *Jaimez v. Daiohs USA, Inc.*, supra, 181 Cal.App.4th at pp. 1304-1305 [proof of common scheduling policy

that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do not countenance an employer’s exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks. (See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.)

Huacuz and others typically began their meal break after the fifth hour of work. Further, they were also typically not given rest breaks.

4. Failure to Provide Accurate Itemized Statements

Labor Code §226(a) requires employers to provide accurate itemized wage statements for each wage payment. *Labor Code* §226(e) provides for a recovery of the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) (per employee).

Labor Code §226.3 provides in relevant part that any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the record required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.¹

In this case, MASTERCORP did not provide Huacuz with accurate and proper itemizations in her wage statements due to their failure to provide a pay stub that accounts for all hours, wage rates, overtime, meal and rest breaks premium, and sick day accrual, among other things.

5. Unlawful Withholding of Wages

California Labor Code §216 provides that it is a misdemeanor for an employer to “willfully refuse... to pay wages due and payable after demand has been made” or “falsely den[y] the amount or validity thereof.” *California Labor Code* §225.5 provides a penalty of \$100 for an initial violation and \$200 for any subsequent violation of §216 plus 25% of the withheld amount.

This letter is a demand in conformity with §216. Failure to pay the wages owed here is an

¹ Section 226.3 is subject to private enforcement. *Brewer v. Premier Golf Properties* (2008) 168 Cal.App.4th 1243, 1252.

unlawful withholding of wages.

6. Waiting time Penalties

An employee who is terminated from a job must be paid all unpaid, earned wages within 24 hours (1 day) of the termination (Labor Code §203). This payment must include wages for days worked up to and including the last day of work, plus payment for any accrued, unused vacation time. It is unlawful for an employer to withhold final pay until the regular payday if that payday is later than the last day of work.

If an employer willfully fails to pay, any wages of an employee who is discharged or quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. [Labor Code §203(a)] Severance pay and bonuses also constitute wages. “[P]ursuant to the present-day concept of employer-employee relations, the term “wages” should be deemed to include not only the periodic monetary earnings of the employee but also the other benefits to which he is entitled as part of her compensation.” (*Ware v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1972) 24 Cal.App.3d 35, 44; *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 780.)

Huacuz, and possibly others similarly situated, are entitled to waiting time penalties.

OTHER VIOLATIONS

7. Violation of the Unfair Business Practices Act

For carrying out these and other unlawful, unfair, or fraudulent business acts and/or practices MASTERCORP has violated the *California Business and Professions Code* § 17200 et. seq. For such violations, Huacuz is entitled to the restoration of any money or property, which MASTERCORP may have acquired by means of such unlawful, unfair, or fraudulent business acts and/or practices. (*California Business and Professions Code* § 17203).

REQUEST FOR EMPLOYEE FILE

Huacuz also requests that MASTERCORP forward her personnel file, all W2 information, all signed documents pursuant to *Labor Code* § 432, all wage related documents in her file pursuant to *Labor Code* § 226(b) and all personnel files pursuant to *Labor Code* § 1198.5. In the event you refuse to provide her personnel file, please let us know when we may accompany Huacuz to inspect the file pursuant to *Labor Code* § 1198.5. You are requested to produce these documents within the time prescribed by the law.

ATTORNEY'S FEES AND COSTS

The provisions provided in this letter entitle an employee to recover attorney's fees and costs in an action on such claims.

If you have any questions or concerns regarding the foregoing, do not hesitate to contact us. Otherwise, please respond to this letter by no later than **July 7, 2025**, and confirm that we will be receiving the files requested.

Regards,
BITTON & ASSOCIATES

A handwritten signature in black ink, appearing to read 'O. Bitton', with a stylized flourish at the end.

OPHIR J. BITTON

OJB/yg

cc: Client