August 27, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Emilia Gil Topete v. Masterbrand, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Emilia Gil Topete ("Ms. Topete") in claims arising from her employment with MasterBrand, Inc., MasterBrand Cabinets LLC; and Does 1 through 100 (collectively "MasterBrand"). Ms. Topete is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to MasterBrand'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 MasterBrand's non-exempt employees who worked for MasterBrand in California during the one year immediately preceding the date of this letter through the present.

MasterBrand is in the business of manufacturing cabinets, which are sold throughout the United States. Ms. Topete has worked for MasterBrand as a non-exempt "MB Assembler" (or similarly titled position) from approximately June 27, 2022, to the present.

During Ms. Topete's employment with MasterBrand, Ms. Topete worked over 8.0 hours per workday and/or more than 40.0 hours per workweek but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, MasterBrand paid Ms. Topete and other aggrieved employees non-discretionary incentive pay, including daily bonus payments depending on how many cabinets were assembled in each day, and these bonus payments are not excludable from an employee's "regular rate" of pay (hereinafter, "Incentive Pay"). However, MasterBrand failed to properly calculate Ms. Topete's and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

MasterBrand also failed to provide Ms. Topete and other aggrieved employees with all legally compliant meal periods due to MasterBrand's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Ms. Topete and other aggrieved employees did not record their own meal period times. Instead, supervisors dismissed Ms. Topete and other aggrieved employees, and MasterBrand automatically deducted 30 minutes from the employees' time. Despite all employees starting work at 5:00 a.m. for every shift, Ms. Topete and other aggrieved employees were dismissed at different times in order to prevent too many employees from crowding the break areas at once, and therefore some departments would be dismissed later than 10:00 a.m. for lunch, after the end of the fifth hour of work. Furthermore, MasterBrand's meal period policies and practices also failed to provide Ms. Topete and other aggrieved employees with 30 minutes of "net rest" due to the fact that employees had to use part of their break time walking to and from their workstations to a suitable resting area. In addition, MasterBrand failed to provide Ms. Topete and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when MasterBrand failed to provide a legally complaint meal period to Ms. Topete and other aggrieved employees, MasterBrand failed to compensate Ms. Topete and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, MasterBrand maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7 and did not pay Ms. Topete or other aggrieved employees any meal period premiums.

MasterBrand has also failed to authorize and permit all required rest periods for Ms. Topete and other aggrieved employees. Specifically, MasterBrand's rest period policies and practices failed to provide Ms. Topete and other aggrieved employees with 10 minutes of "net rest" due to the fact that employees had to use part of their break time walking to and from their workstations to a suitable resting area. Despite failing to authorize and permit Ms. Topete and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, MasterBrand maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Topete or other aggrieved employees any rest period premiums.

During Ms. Topete's employment with MasterBrand, MasterBrand also failed to properly calculate the regular rate of pay when calculating their employees' sick time pay due to the receipt of Incentive Pay, thus providing Ms. Topete and other aggrieved employees with sick time pay at below the regular rate of pay, in violation of California law.

MasterBrand also failed to adequately reimburse Ms. Topete and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, the purchase of protective apparel and the use of personal cellular phones to communicate with co-workers. Despite requiring Ms. Topete and other aggrieved employees to make these required business purchases, MasterBrand did not adequately reimburse Ms. Topete and other aggrieved employees for these expenses.

As a result of MasterBrand's failure to compensate Ms. Topete and other aggrieved employees for all meal and rest period premium wages, and sick time pay at the correct regular rate of pay, MasterBrand maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, MasterBrand committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Wage Violations

MasterBrand was required to pay Ms. Topete 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 1, § 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, MasterBrand caused Ms. Topete and other aggrieved employees to work overtime hours but did not compensate Ms. Topete 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, Ms. Topete and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, MasterBrand failed to provide Ms. Topete and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Topete 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, MasterBrand also failed to authorize and permit Ms. Topete and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Topete 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, MasterBrand failed to reimburse Ms. Topete and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. MasterBrand's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 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.") Ms. Topete and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

MasterBrand was required to furnish Ms. Topete 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 1, § 7. As a result of MasterBrand's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, MasterBrand maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Topete and other aggrieved employees in violation of Labor Code § 226. MasterBrand's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Topete and other aggrieved employees have suffered injury as a result.

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

a. MasterBrand violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Topete and other aggrieved employees all overtime compensation earned;

b. MasterBrand 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 Ms. Topete and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

c. MasterBrand violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Topete and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Topete and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

d. MasterBrand violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Topete and other aggrieved employees for all necessary expenditures incurred;

e. MasterBrand violated Labor Code § 226 *et seq.* and 1174(d) by failing to furnish Ms. Topete and other aggrieved employees with accurate and compliant itemized wage statements;

f. MasterBrand violated Labor Code § 204 by failing to pay Ms. Topete and other aggrieved employees all wages earned at least twice during each calendar month; and

g. MasterBrand violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Topete and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and MasterBrand 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

Paul K. Haines

cc: MasterBrand, Inc. (via certified mail)
MasterBrand Cabinets LLC (via certified mail)