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April 10, 2026
CA3862

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency MC CONTRACTING
Online Filing

Kerry Lynn Lewis
964 Pearl Drive
San Marcos, CA 92078

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 2226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Alfredo Zurita (“Plaintiff”) and all other Aggrieved Employees of MC Contracting (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by MC Contracting in California, including any employees staffed with MC Contracting by a third party, and classified as non-exempt employees during the time period of April 10, 2025 through a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant for numerous wage and hour violations. Plaintiff was employed by Defendant in California from approximately June of 2024 through April of 2025 as a carpenter. Plaintiff was classified as a non-exempt employee and paid on an hourly basis. Plaintiff’s job duties included performing construction-related work such as framing, drywall, taping, and other labor tasks depending on the jobsite. Plaintiff worked at various job sites in California throughout his employment.

During the PAGA Period, Defendant failed to properly compensate Plaintiff and other Aggrieved Employees for all hours worked and failed to provide legally compliant meal and rest periods, among other violations of the California Labor Code.

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First, during the PAGA Period, Plaintiff sometimes took meal periods after the fifth hour of work in violation of California Labor Code sections 226.7, 512, and 1198. For example, supervisors would instruct Plaintiff and other employees when to take their meal periods, which sometimes resulted in meal periods being delayed beyond the legally required time. Additionally, supervisors occasionally instructed employees to record their meal periods as if they had occurred earlier than they actually did so that late meal periods would not be flagged by Defendant's timekeeping system. As a result, Plaintiff's recorded meal periods did not always reflect the actual time the meal periods were taken.

Further, there were some instances where Plaintiff performed work while clocked out during meal periods. For example, Plaintiff sometimes assisted with jobsite responsibilities, including helping supervisors, overseeing work, or assisting with incoming materials while clocked out. Plaintiff was not compensated for this time. Plaintiff and other Aggrieved Employees did not receive from Defendant all the meal period premiums they were owed for non-compliant meal periods.

Defendant sometimes failed to authorize and permit compliant rest periods in violation of California Labor Code sections 226.7 and 1198. Plaintiff did not always receive separate, duty-free ten-minute rest periods. Instead, rest periods were sometimes combined into a single longer break that was treated as a meal period during which Plaintiff was clocked out. As a result, Plaintiff was not provided with paid rest periods as required by law. There were also some instances where Plaintiff performed work during these periods, which further interfered with Plaintiff's ability to take compliant rest breaks. Plaintiff and other Aggrieved Employees did not receive from Defendant all the rest period premiums they were owed for non-compliant rest periods.

Additionally, Defendant from time to time failed to pay Plaintiff and other Aggrieved Employees for all hours worked, including minimum and overtime wages, in violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198. As described above, Plaintiff sometimes performed work while clocked out during meal periods. This off-the-clock work resulted in unpaid wages. By failing to compensate Plaintiff for all hours worked, including off-the-clock work, Defendant failed to pay all minimum and overtime wages owed.

Defendant sometimes failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of California Labor Code section 226(a). To the extent wage statements were issued, they did not reflect all hours worked or all wages earned, including time worked off the clock as described above. As a result, Plaintiff and other Aggrieved Employees were unable to determine from the face of the wage statements whether they were properly compensated.

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Defendant failed to timely provide Plaintiff with all final wages due at the time of separation in violation of California Labor Code sections 201 and 202. Upon information and belief, certain wages remained unpaid at the time Plaintiff's employment ended, including but not limited to unpaid minimum wages, overtime wages, and premium payments. Defendant did not issue all wages owed within the time required by law. Accordingly, Defendant is liable for waiting time penalties under California Labor Code section 203.

Further, Defendant failed to reimburse Plaintiff for business-related expenses in violation of California Labor Code section 2802. Plaintiff was required to use his personal cell phone for work-related purposes, including clocking in and out and receiving communications regarding work schedules, job site locations, and daily assignments. Although Defendant provided reimbursement on occasion, such reimbursement was not sufficient to cover the reasonable and necessary expenses incurred by Plaintiff.

As a result of the foregoing violations, Defendant sometimes failed to timely pay all wages owed to Plaintiff and other Aggrieved Employees during employment in violation of California Labor Code sections 204 and 210.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 2226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.