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November 3, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for CS Concrete, Inc.:
Peter Ng
740 Bradford Way
Union City, CA 94587

Agent for Service of Process for 24/7 Concrete, Inc.:
Corporate Service Center, Inc.
2011 Palomar Airport Rd., Ste 101
Carlsbad, CA 92011

Re: Octavio Gomez Sanchez v. CS Concrete, Inc. and 24/7 Concrete, Inc.

Dear Labor and Workforce Development Agency, CS Concrete, Inc., and 24/7 Concrete, Inc.:

This letter shall serve as Octavio Gomez Sanchez's ("Mr. Gomez Sanchez") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by CS Concrete, Inc. and 24/7 Concrete, Inc. (collectively, "Concrete, Inc."), including the facts and theories to support the alleged violations. Mr. Gomez Sanchez intends to seek civil penalties against Concrete, Inc. under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by Concrete, Inc. in California during the statutory period ("Aggrieved Employees"). Mr. Gomez Sanchez is informed and believes and based thereon alleges that there are at least 50 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Gomez Sanchez alleges Concrete, Inc. violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802.

Facts and Theories Supporting Each Alleged Violation

Mr. Gomez Sanchez was employed by Concrete, Inc. in San Jose, California as an hourly-paid truck driver from approximately October 2023 to approximately December 2024.

Minimum and Overtime Wages

Throughout the statutory period, Concrete, Inc. failed to pay Mr. Gomez Sanchez and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to Concrete, Inc.'s policy and practice of requiring Mr. Gomez Sanchez and other Aggrieved Employees to remain on-call without pay. Further, Concrete, Inc. rounded Mr. Gomez Sanchez's and other Aggrieved Employees' time. As a result, Concrete, Inc. failed to pay Mr. Gomez Sanchez and other Aggrieved Employees for all minimum, straight time, and overtime wages due in

violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Concrete, Inc. failed to provide Mr. Gomez Sanchez and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Gomez Sanchez and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Concrete, Inc. failed to pay Mr. Gomez Sanchez and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Concrete, Inc. failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Concrete, Inc. failed to authorize and permit Mr. Gomez Sanchez and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Gomez Sanchez and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Concrete, Inc. failed to pay Mr. Gomez Sanchez and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Concrete, Inc. failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Reimbursement

Throughout the statutory period, Concrete, Inc. failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, Concrete, Inc. made it necessary for Mr. Gomez Sanchez and other Aggrieved Employees to use their personal devices in order to clock in and out. Concrete, Inc. failed to reimburse Mr. Gomez Sanchez and other Aggrieved Employees for this expense of using their personal devices for work purposes.

Wage Statements

Due to Concrete, Inc.'s wage, meal period, rest period, and deduction violations as alleged above, Concrete, Inc. failed to provide Mr. Gomez Sanchez and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to Concrete, Inc.'s wage, meal period, rest period, and deduction violations as alleged above, Concrete, Inc. failed to pay all wages due during Mr. Gomez Sanchez's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. In fact, Concrete, Inc. routinely paid wages more than 7 days after the close of the pay period. These failures were willful and intentional.



Recordkeeping

Due to Concrete, Inc.'s wage, meal period, rest period, and deduction violations as alleged above, Concrete, Inc. failed to maintain accurate and complete records showing the hours worked each day by Mr. Gomez Sanchez and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Gomez Sanchez seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Gomez Sanchez will be filing on behalf of himself and all other Aggrieved Employees against Concrete, Inc.. Mr. Gomez Sanchez intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint