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VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL # 7022 2410 0000 2418 4722

William R. Goldsmith – Agent for Service of Process for

Goldsmith Construction Company

2683 Lime Avenue

Signal Hill, CA 90755

Re: *Efran Sanchez v. Goldsmith Construction Company, Inc., et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Goldsmith Construction Company, Inc. and Bill Goldsmith (collectively, “Employers”); and the Labor and Workforce Development Agency (“LWDA”)

From: Efren Sanchez (“Sanchez”), through his counsel, Mahoney Law Group, APC.

Statement of Representation

Please note that this firm, Mahoney Law Group, APC, represents Efren Sanchez (hereinafter “Sanchez”).

Labor Code Sections Alleged to Have Been Violated

Sanchez was employed by Goldsmith from about April, 2020, to on or about April 12, 2022, as a lead man for Bill Goldsmith and Goldsmith Construction Company, Inc. (hereinafter “Goldsmith”) Efren alleges that Goldsmith violated California Labor Code sections 201, 202, 203, 221, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802.

Facts and Theories Supporting the Allegations

Failure to Record and Pay for all Hours Worked (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Sanchez makes the following allegations: (1) Sanchez worked full-time for Goldsmith, and often shifts of eight (8) or more hours; (2) Goldsmith regularly and willfully failed to *report*, on wage statements it provided to Sanchez and Aggrieved Employees, all the hours that Sanchez and Aggrieved Employees worked, including time spent performing job duties both before and after clocking-in and clocking-out; and (3) The wage statements Goldsmith provided Goldsmith failed to reflect the correct all hours Sanchez and Aggrieved Employees worked, and the gross and net wages Sanchez earned.

Sanchez makes the following further allegations: (1) Goldsmith required Sanchez and Aggrieved Employees to maintain work shirts, containing Goldsmith's business name and logo; (2) Sanchez and Aggrieved Employees regularly washed and dried these shirts; (3) Goldsmith failed to pay Sanchez and Aggrieved Employees for the time Sanchez spent washing and drying the shirts; (4) Goldsmith knew or should have known that Sanchez and Aggrieved Employees were not paid for time spent performing job duties, but Goldsmith failed to *report* these hours on Sanchez and Aggrieved Employees' wage statements, and failed to *pay* Sanchez and Aggrieved Employees for these hours worked; (6) When Sanchez and certain and Aggrieved Employees' employment with Goldsmith was terminated, Goldsmith willfully failed to pay Goldsmith all wages Goldsmith earned working for Goldsmith (including wage premiums for meal and rest period violations), and Goldsmith has yet to pay Sanchez and Aggrieved Employees these wages, or penalties for failing to pay wages at termination of employment. On information and belief, Goldsmith alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1.

Failure to Authorize and Permit Rest Periods; Failure to Report Wages Due for Failing to Authorize and Permit Rest Periods; and Failing to Pay Wages for Failing to Authorize and Permit Rest Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Sanchez makes the following allegations: (1) Goldsmith willfully failed to authorize and permit Sanchez and Aggrieved Employees to take duty-free rest periods; (2) Sanchez and Aggrieved Employees regularly worked shifts lasting longer than three and one half (3.5) hours without being relieved of duty for ten-minute rest periods for each four-hour period (or major fraction thereof) Sanchez and Aggrieved Employees worked; (3) Goldsmith failed to communicate to Sanchez and Aggrieved Employees that they was authorized and permitted to take duty-free rest periods; (4) Goldsmith failed to *report* the wage premiums due to Sanchez and Aggrieved Employees, for rest period violations, on Sanchez's wage statements; (7) Goldsmith failed to *pay* Sanchez and Aggrieved Employees premium wages for these rest period violations. On information and belief, Sanchez alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Failure to Provide Meal Periods; Failure to Report Wages Due for Failing to Provide Meal Periods; and Failing to Pay Wages for Failing to Provide Meal Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Sanchez makes the following allegations: (1) Goldsmith regularly failed to provide duty-free, thirty-minute meal periods to Sanchez and Aggrieved Employees when Sanchez and Aggrieved Employees worked shifts longer than five (5) hours, by failing to inform them that they could take duty-free meal periods for shifts lasting longer than five (5) hours; (2) Goldsmith required Sanchez and Aggrieved Employees to have utilize their cell phone to conduct work business; (3) Goldsmith failed to provide Sanchez and Aggrieved Employees with second meal periods when they worked shifts longer than ten (10) hours; (4) Goldsmith failed to *report* the wage premiums due to Sanchez and Aggrieved Employees for meal period violations, and all hours worked, on Goldsmith's wage statements; (5) Goldsmith failed to *pay* Sanchez and Aggrieved Employees wage premiums for these meal period violations, and for all hours worked. On information and belief, Sanchez alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 558, 558.1, 1194, and 1194.2.

Failure to Reimburse for Necessary Business Expenses (Labor Code Section 2802)

Goldsmith makes the following allegations: (1) Goldsmith, required Sanchez and Aggrieved Employees to use their cell phone for work-related purposes; (2) Goldsmith required Sanchez and Aggrieved Employees to maintain work shirts with Goldsmith's name and business logo (as described above); (3) Goldsmith failed to reimburse Sanchez and Aggrieved Employees for expenses Sanchez and Aggrieved Employees incurred for the above-noted cell phone usage and washing and drying of the work shirts. On information and belief, Sanchez alleges that these practices were common to other employees. These practices violate Labor Code section 2802.

Conclusion

Should the LWDA decline to investigate the violations alleged in this letter, Mr. Goldsmith intends to bring a PAGA action to seek civil penalties, not wages, on behalf of the LWDA, himself, and other employees, for the violations described in this letter. Thank you for your consideration.

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC