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7 Attorneys for Plaintiff(s),

8 LUIS GOMEZ, and all others similarly situated

9 (additional attorneys for Plaintiff on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF RIVERSIDE**

12 **(UNLIMITED JURISDICTION)**

13 LUIS GOMEZ, on behalf of himself and all
14 others similarly situated, and the general public,
15 and as an “aggrieved employee” on behalf of
16 other “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 SKL INDUSTRIES LLC, a California limited
20 liability company; and DOES 1–50, inclusive,

21 *Defendant(s).*

Case No.: CVRI2507190

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code §§ 201, 202, and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
8. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED

Filed: December 19, 2025



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1 Plaintiff, Luis Gomez (hereafter “Plaintiff” or “Gomez”), on behalf of himself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 16-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants SKL Industries
9 LLC and Does 1 through 50, inclusive.

10 2. As set forth in more detail below, Plaintiff alleges that Defendants is liable to him
11 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
12 relief. These claims are based on Defendant’s failures to:

13 (A) Pay all wages, including minimum and regular wages earned for all hours
14 worked at the correct rates of pay;

15 (B) Provide all meal periods;

16 (C) Authorize and permit all rest breaks;

17 (D) Pay premium wages for unprovided meal periods;

18 (E) Pay premium wages for unprovided rest breaks;

19 (F) Indemnify for necessary work-related expenditures;

20 (G) Issue only accurate and complete itemized wage statements;

21 (H) Issue statements of sick leave available;

22 (I) Timely pay wages upon termination of employment;

23 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
24 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
25 action.

26 **II. THE PARTIES**

27 3. Plaintiff Luis Gomez is a resident of California. At all relevant times, Plaintiff was
28 an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
“aggrieved employee” within the meaning of Labor Code § 2699 (c).

4. Defendants SKL Industries LLC is a limited liability company organized and
existing under the laws of California and also a citizen of California based on Plaintiff’s
information and belief.



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1 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
2 participation in the conduct alleged herein of the Defendants sued as Does 1-50, inclusive, but is
3 informed and believes and thereon alleges that said Defendants are legally responsible for the
4 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
5 Plaintiff will amend the Complaint to allege the true names and capacities of the Doe Defendants
6 when ascertained.

7 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
8 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
9 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
10 within the course and scope of such agency, employment, direction and control, and with the
11 approval and ratification of each of the other Defendant.

12 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
13 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
14 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
15 Members or otherwise complying with their rights in accordance with applicable California labor
16 laws as alleged herein.

17 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
18 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
19 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
20 described class in accordance with applicable laws as alleged herein.

21 III. CLASS ALLEGATIONS

22 9. This action has been brought and may be maintained as a class action pursuant to
23 California Code of Civil Procedure section 382 because there is a well-defined community of
24 interest among the persons who comprise the readily ascertainable class defined below and
25 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
26 a class action.

27 10. **Class Definition:** The Class is defined as follows: All persons Defendants
28 employed in California hourly, non-exempt workers, including construction laborers and drywall
installers, individuals performing work comparable to the aforementioned, compensated
comparably to the aforementioned, and individuals in similar positions, at any time during the
period beginning four years prior to the filing of this action and ending on the date that final
judgment is entered in this action (“Class” or “Class Members”).



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11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definition with greater specificity, by further division into subclasses and/or by limitation to particular issues.

12. **Numerosity:** The Class Members are so numerous that the individual joinder of each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

13. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, meal period premium, and rest period premium wages;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

E. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

F. Whether Defendants willfully failed to provide the class with timely final wages;

G. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, et seq., with respect to the Class; and

H. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants has a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative

1 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
2 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
3 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
4 Members.

5 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
6 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
7 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
8 Plaintiff and absent Class Members.

9 17. **Superiority:** A class action is vastly superior to other available means for fair and
10 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
11 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
12 and efficiently prosecute their common claims in a single forum without the unnecessary
13 duplication of effort and expense that numerous individual actions would entail. In addition, the
14 monetary amounts due to many individual Class Members are likely to be relatively small and
15 would thus make it difficult, if not impossible, for individual Class Members to both seek and
16 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
17 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
18 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

19 **IV. STATEMENT OF FACTS**

20 18. The Wage Order applies to

21 all persons employed in the on-site occupations of construction, including but not
22 limited to alteration, demolition, building, excavating, renovation, remodeling,
23 maintenance, improvement, and repair work, and work for which a contractor's
24 license is required by the California Business and Professions Code, Division 3,
25 Chapter 9, Sections 7025 et seq. drilling, including but not limited to all work
26 required to drill, establish, repair, and rework wells for the exploration or
27 extraction of oil, gas, or water resources; logging work for which a timber
28 operator's license is required pursuant to California Public Resources Code
Sections 4571 through 4586; and mining (not covered by Labor Code Section 750
et seq.), including all work required to mine and/or establish pits, quarries, and
surface or underground mines for the purposes of exploration or extraction of
nonmetallic minerals and ores, coal, and building materials such as stone and
gravel, whether paid on a time, piece rate, commission, or other basis."

Wage Order, § 1. The Wage Order defines "construction occupations" to mean,

all job classifications associated with construction, including but not limited to



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work involving alteration, demolition, building, excavation, renovation, remodeling, maintenance, improvement, and repair work, by the California Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any other similar or related occupations or trades. (D) “Division” means the Division of Labor Standards Enforcement of the State of California.

Wage Order, § 2(C). At all relevant times during the applicable limitations period, the Defendant, Gomez, and all of the Class Members were covered by the Wage Order because Gomez and all of the Class Members worked for the Defendants in construction occupations. Accordingly, Gomez and all of the other Class Members are entitled to the protections the Wage Order provides.

19. On approximately March 3, 2025, the Defendants began to employ Gomez in Norco, CA in the position of hourly, non-exempt construction laborer and drywall installer. The Defendants continuously employed him in that capacity until on or about August 8, 2025, when his employment ended.

20. At all relevant times, the Defendants issued wages to Gomez and all of the other Class Members on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the Defendants classified Gomez and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

21. At all relevant times, the Defendants failed to compensate Gomez and all of the other Class Members for all hours worked at the applicable minimum or regular rates of pay. The Defendants scheduled and required Gomez and the other Class Members to work for forty hours or more per week. The Defendants did not permit Gomez and the Class Members to track their own time on behalf of the company, instead directing an agent of Defendants to record the time worked. The Defendants then refused to pay Gomez and the other Class Members for their time worked, sometimes withholding all pay for entire pay periods. When Gomez and the other Class Members protested, the Defendants informed them that they could “wait it out or leave.” Therefore, at all relevant times, the Defendants demanded that Gomez and the Class Members work without compensation for minimum and regular wages.

22. At all relevant times, the Defendants failed to provide Gomez and all of the other Class Members with all timely 30-minute, off-duty meal periods. The Defendants regularly demanded that Gomez and the other Class Members not take any meal period in exchange for leaving “early.” On these occasions, Defendants required that Gomez and the Class Members work for more than five hours without providing any off-duty meal periods. The Defendants also



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1 failed to pay premium wages for days on which it failed to provide Gomez and all of the other
2 Class Members with meal periods as required by law.

3 23. At all relevant times, the Defendants failed to authorize and permit Gomez and all
4 of the other Class Members to take ten-minute, off duty, paid rest breaks every four hours worked
5 or major portion thereof. The Defendants did not ever authorize or permit Gomez and the other
6 Class Members to take ten minute off-duty rest breaks. The Defendants also failed to pay premium
7 wages for days on which it failed to authorize and permit Gomez and all of the other Class
8 Members to take rest breaks as required by law.

9 24. At all relevant times, the Defendants failed to provide paid sick leave to Gomez
10 and all of the other Class Members.

11 25. At all relevant times, the Defendants required Gomez and all of the other Class
12 Members to incur certain business expenses in the course of performing their duties. The
13 Defendants required Gomez and all of the other Class Members to supply mobile phones, telecom,
14 tools, equipment, and protective gear to perform their job duties. The Defendants required Gomez
15 and the Class Members to provide personal mobile phones for use in carrying out their work
16 duties. However, Defendants did not reimburse Gomez or the other Class Members for such
17 mobile phones or any associated telecom service costs. The Defendants also required Gomez and
18 the Class Members to bring and use their own protective gear, tools, and associated equipment
19 for work purposes, including: any and all tools used in the construction of drywall and similar
20 processes, construction helmets, harnesses to be used with lifts, ear protection, and similar items.
21 Defendants did not provide any such tools and protective gear to Gomez and the other Class
22 Members and did not reimburse them for the provision or use of any such items.

23 26. At all relevant times, the Defendants failed to issue to Gomez and all of the other
24 Class Members complete and accurate wage statements that state all hours worked at the correct
25 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
26 the wage statements they issued to Gomez and all of the other Class Members the unpaid wages
27 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
28 earned, all meal period premium wages earned, all rest break premium wages earned, all earned
29 sick pay, all hours work at each rate of pay, gross wages earned, net wages earned, and related
30 information.

31 27. At all relevant times, the Defendants failed to provide Gomez and all of the other
32 Class Members with statements of sick leave available, or paid time off in lieu of sick leave.



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1 28. At all relevant times, the Defendants also failed to timely pay Gomez and all of
2 the other Class Members all earned wages as described above during and at the conclusion of
3 employment.

4 29. At all relevant times, the Defendants failed to maintain accurate employee records
5 of Gomez and all of the other Class Members.

6 30. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
7 unlawful practices and policies, Plaintiff and the Class Members were:

- 8 A. Not provided with all off duty meal periods;
9 B. Not authorized and permitted to take all rest break periods;
10 C. Not paid one hour's pay for each workday in which Defendants failed to
11 authorize and permit them to take one or more timely rest periods;
12 D. Not paid one hour's pay for each workday in which Defendants failed to
13 provide them with one or more timely meal periods;
14 E. Not paid all wages earned, including, but not limited to, minimum and
15 regular wages for work performed;
16 F. Not indemnified for all necessary business expenditures incurred during
17 the discharge of their duties;
18 G. Not provided with accurate and complete wage statements; and
19 H. Not timely paid all earned and unpaid wages at the time their employment
20 ended.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE 23 CORRECT RATES**

24 **Lab. Code §§ 1194, 1197, and 1198**

25 **(By Plaintiff, on behalf of himself and the Class, against all Defendant)**

26 31. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 32. At all relevant times, Plaintiff and the Class Members have been non-exempt
28 employees entitled to the protections of both the Labor Code and the Wage Order.

29 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT 30 THE CORRECT RATES OF PAY**

31 33. Section 2 of the Wage Order defines "hours worked" as "the time during which an
32 employee is subject to the control of an employer, and includes all the time the employee is



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suffered or permitted to work, whether or not required to do so.”

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

35. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

36. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

37. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

38. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

39. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including, but not limited to minimum and regular wages for all minimum and regular hours, respectively, that they worked at the correct rates of pay.

40. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s failure to compensate Plaintiff and the other Class Members for all hours worked at the correct rates of pay as required by California law.

B. FAILURE TO PROVIDE SICK LEAVE

41. Labor Code section 233 states

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee’s accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee’s then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

42. Labor Code section 246(a)(1) states



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An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

43. Labor Code section 246.5 states

(a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

(c) (1) An employer shall not deny an employee the right to use accrued sick days ...

44. The Defendants failed to provide Gomez and all of the other Class Members with paid sick leave.

45. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendant's failure to pay Plaintiff and the other Class Members sick leave as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7 and 512

(By Plaintiff, on behalf of himself and the Class, against all Defendant)

46. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

47. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

48. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

49. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of



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1 more than five hours per day without providing the employee with
2 a meal period of not less than 30 minutes, except that if the total
3 work period per day of the employee is no more than six hours, the
4 meal period may be waived by mutual consent of both the
5 employer and employee.

6 An employer shall not employ an employee for a work period of
7 more than 10 hours per day without providing the employee with
8 a second meal period of not less than 30 minutes, except that if the
9 total hours worked is no more than 12 hours, the second meal
10 period may be waived by mutual consent of the employer and the
11 employee only if the first meal period was not waived.

12 50. In relevant part, Section 11 of the Wage Order states:

13 Meal Periods:

14 (A) No employer shall employ any person for a work period of more
15 than five (5) hours without a meal period of not less than 30
16 minutes, except that when a work period of not more than six (6)
17 hours will complete the day's work the meal period may be waived
18 by mutual consent of the employer and the employee. (See Labor
19 Code Section 512.)

20 (B) An employer may not employ an employee for a work period of
21 more than ten (10) hours per day without providing the employee
22 with a second meal period of not less than 30 minutes, except that
23 if the total hours worked is no more than 12 hours, the second meal
24 period may be waived by mutual consent of the employer and the
25 employee only if the first meal period was not waived. (See Labor
26 Code Section 512.)

27 (C) ...

28 (D) Unless the employee is relieved of all duty during a 30 minute meal
period, the meal period shall be considered an "on duty" meal
period and counted as time worked. An "on duty" meal period shall
be permitted only when the nature of the work prevents employee
from being relieved of all duty and when by written agreement
between the parties an on-the-job paid meal period is agreed to and
complies with Labor Code Section 512.

(E) If an employer fails to provide an employee a meal period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each workday that the
meal period is not provided.



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1 51. In relevant part, California Labor Code § 226.7 states:
2

3 (b) An employer shall not require an employee to work during
4 a meal or rest period mandated pursuant to an applicable
5 statute, or applicable regulation, standard, or order of the
6 Industrial Welfare Commission, the Occupational Safety
 and Health Standards Board, or the Division of
 Occupational Safety and Health.

7 (c) If an employer fails to provide an employee a meal period
8 or rest period in accordance with a state law, including, but
9 not limited to, an applicable statute or applicable
10 regulation, standard, or order of the Industrial Welfare
11 Commission, the Occupational Safety and Health
12 Standards Board, or the Division of Occupational Safety
13 and Health, the employer shall pay the employee one
 additional hour of pay at the employee's regular rate of
 compensation for each work day that the meal or rest
 period is not provided.

14 52. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
15 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
16 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
17 to a second 30-minute meal period when they worked more than 10 hours in a workday.

18 53. Defendants intentionally failed to provide Plaintiff and the Class Members with
19 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
20 regularly demanded that Gomez and the other Class Members not take any meal period in
21 exchange for leaving "early." On these occasions, Defendants required that Gomez and the Class
22 Members work for more than five hours without providing any off-duty meal periods, as required
23 by law. At all relevant times, the Defendants also failed to pay premium wages for days on which
 they did not provide Gomez and all of the other Class Members with meal periods.

24 54. Plaintiff is informed and believes and thereon alleges that, at all relevant times
25 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
26 which resulted in Defendants not providing the and the Class Members with all off-duty meal
27 periods required by California law.

28 55. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have
 suffered damages in amounts subject to proof to the extent they were not paid additional wages
 owed for all meal periods not provided to them.



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1 56. By reason of the above, Plaintiff and the Class Members are entitled to premium
2 wages for workdays in which one or more meal periods were not provided to them pursuant to
3 California Labor Code § 226.7.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

6 **Lab. Code § 226.7**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendant)**

8 57. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

9 58. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendants and entitled to the benefits and protections
11 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

12 59. In relevant part, California Labor Code § 1198 states:

13 The maximum hours of work and the standard conditions of labor
14 fixed by the commission shall be the maximum hours of work and
15 the standard conditions of labor for employees. The employment
16 of any employee for longer hours than those fixed by the order or
17 under conditions of labor prohibited by the order is unlawful.

18 60. In relevant part, Section 12 of the Wage Order states:

19 Rest Periods:

20 (A) Every employer shall authorize and permit all employees to take
21 rest periods, which insofar as practicable shall be in the middle of
22 each work period. Nothing in this provision shall prevent an
23 employer from staggering rest periods to avoid interruption in the
24 flow of work and to maintain continuous operations, or from
25 scheduling rest periods to coincide with breaks in the flow of work
26 that occur in the course of the workday. The authorized rest period
27 time shall be based on the total hours worked daily at the rate of
28 ten (10) minutes net rest time for every four (4) hours worked, or
major fraction thereof. Rest periods shall take place at employer
designated areas, which may include or be limited to the
employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when
the disruption of continuous operations would jeopardize the
product or process of the work. However, the employer shall make
up the missed rest period within the same workday or compensate
the employee for the missed ten (10) minutes of rest time at his/her
regular rate of pay within the same pay period.



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(C) ...

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

61. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

62. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

63. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order. The Defendants did not ever authorize or permit Gomez and the other Class Members to take ten minute off-duty rest breaks, as required by law. At all relevant times, the Defendants also failed to pay premium wages for days on which they did not permit Gomez and all of the other Class Members to take rest breaks.

64. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement.

65. Plaintiff is informed and believes and thereon alleges that, at all relevant times



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1 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
2 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
3 take all rest breaks required by California law.

4 66. Defendants failed to provide Plaintiff with all required rest breaks in accordance
5 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the Class Members with all rest breaks required by
8 California law.

9 67. Defendants failed to pay Plaintiff the additional wages required by California
10 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and
11 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
12 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
13 Class Members with additional wages for all rest breaks not provided to them as required by
14 California Labor Code § 226.7.

15 68. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have
16 suffered damages in amounts subject to proof to the extent they were not paid additional wages
17 owed for all rest breaks not provided to them.

18 69. By reason of the above, Plaintiff and the Class Members are entitled to premium
19 wages for workdays in which one or more rest breaks were not provided to them pursuant to
20 California Labor Code § 226.7.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO INDEMNIFY**

23 **Lab. Code § 2802**

24 **(By Plaintiff, on behalf of himself and the Class, against all Defendant)**

25 70. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

26 71. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
27 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
28 consequence of the discharge of his or her duties." Additionally, the Wage Order states,

(A) When uniforms are required by the employer to be worn by the
employee as a condition of employment, such uniforms shall be provided
and maintained by the employer.

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(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, § 9(A) and (B).

72. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

73. At all relevant times, Defendants required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties.

74. As described above, the Defendants required Gomez and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Gomez and all of the other Class members to supply mobile phones, telecom, tools, equipment, and protective gear to perform their job duties. However, the Defendants did not provide these items and did not reimburse Gomez and the other Class members for these items. The Defendants required Gomez and the Class Members to provide personal mobile phones for use in carrying out their work duties. However, Defendants did not reimburse Gomez or the other Class Members for such mobile phones or any associated telecom service costs. The Defendants also required Gomez and the Class Members to bring and use their own protective gear, tools, and associated equipment for work purposes, including: any and all tools used in the construction of drywall and similar processes, construction helmets, harnesses to be used with lifts, ear protection, and similar items. Defendants did not provide any such tools and protective gear to Gomez and the other Class Members and did not reimburse them for the provision or use of any such items.

75. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendant's failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

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FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code § 226

(By Plaintiff, on behalf of himself and the Class, against all Defendant)

A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

77. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

D. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

E. Net wages earned;

F. The inclusive dates of the period for which the employee is paid;

G. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

78. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement alone one or more of the following:



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1 A. The amount of the gross wages or net wages paid to the employee during
2 the pay period or any of the other information required to be provided on the itemized wage
3 statement pursuant to California Labor Code § 226(a);

4 B. Which deductions the employer made from gross wages to determine the
5 net wages paid to the employee during the pay period;

6 C. The name and address of the employer and, if the employer is a farm labor
7 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
8 and address of the legal entity that secured the services of the employer during the pay period;

9 D. The name of the employee and only the last four digits of his or her social
10 security number or an employee identification number other than a social security number; and

11 E. The number of piece-rate units earned and the piece rate.

12 79. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
13 means a reasonable person would be able to readily ascertain the information without reference
14 to other documents or information.

15 80. Similarly, section 6(B) of the Wage Order states

16 Every employer who has control over wages, hours, or working conditions shall
17 semimonthly or at the time of each payment of wages furnish each employee an
18 itemized statement in writing showing:

19 (1) all deductions;

20 (2) the inclusive dates of the period for which the employee is paid;

21 (3) the name of the employee or the employee’s social security number; and

22 (4) the name of the employer, provided all deductions made on written orders
23 of the employee may be aggregated and shown as one item. (See Labor
24 Code Section 226.)

25 This information shall be furnished either separately or as a detachable part of the
26 check, draft, or voucher paying the employee’s wages.

27 81. As alleged herein, at all relevant times during the applicable limitations period,
28 Defendants violated California Labor Code section 226 because they did not properly and
accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
the corresponding number of hours worked at each rate by the employee and other requirements
of California Labor Code section 226. Defendants failed to state in the wage statements they



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1 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
2 including, but not limited to, regular wages for work they performed during scheduled shifts.
3 Defendants knowingly and intentionally did not issue either as a detachable part of the check,
4 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
5 or cash, statements to Plaintiff and the Class Members that state all minimum wages earned, all
6 regular wages earned, all meal period premium wages earned, all rest break premium wages
7 earned, all earned sick pay, all hours work at each rate of pay, gross wages earned, and all net
8 wages earned.

8 82. Defendant's failure to provide Plaintiff and the other Class Members with accurate
9 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
10 the other Class Members with accurate wage statements but intentionally provided wage
11 statements that Defendants knew were not accurate.

12 83. As a result of being provided with inaccurate wage statements by Defendant,
13 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
14 wage statements were violated and they were misled about the amount of wages they had actually
15 earned and were owed. In addition, the absence of accurate information on their wage statements
16 prevented immediate challenges to Defendant's unlawful pay practices, has required discovery
17 and mathematical computations to determine the amounts of wages owed, has caused difficulty
18 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
19 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
20 and the other Class Members were not able to ascertain from the wage statements whether
21 Defendants complied with their obligations under California Labor Code section 226(a).

21 **B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

22 84. Labor Code § 246 states

23 An employer shall provide an employee with written notice that sets forth the
24 amount of paid sick leave available, or paid time off leave an employer provides
25 in lieu of sick leave, for use on either the employee's itemized wage statement
26 described in Section 226 or in a separate writing provided on the designated pay
27 date with the employee's payment of wages.

28 Lab.Code § 246(h) (effective July 1, 2015). As a matter of policy and practice, the Defendants
failed to provide Gomez and all of the other Class Members with an itemized wage statement or
separate writing that set forth the amount of paid sick leave available.

85. Pursuant to California Labor Code § 226(e), Plaintiffs and the other Class



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Members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

Lab. Code §§ 201, 202, and 203

(By Plaintiff, on behalf of himself and the Class, against all Defendant)

86. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

87. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201, 202, and 203, and the Wage Order.

88. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

89. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours' notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours' notice before quitting are due and payable within 72 hours.

90. The Defendants failed to pay Gomez and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Gomez, including minimum wages, regular wages, unprovided meal period premium wages, and unprovided rest break premium wages. Additionally, the Defendants failed to issue to Gomez and all of the other Class members whose employment ended their final paychecks following the termination.

91. By failing to pay such earned wages to Plaintiff and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

92. Plaintiff is informed and believes that Defendant's failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,



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they have had the ability to comply with those legal requirements.

93. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Bus. & Prof. Code §§ 17200, *et seq.*

(By Plaintiff, on behalf of himself and the Class, against all Defendant)

94. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

95. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

96. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

97. As a result of Defendant's unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, missed meal period premium wages, missed rest period premium wages, sick leave pay, phone expenses, telecom expense reimbursements, tool and equipment reimbursements, and comparable money and property.

98. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

99. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

Lab.Code §§ 2698, *et seq.*

**(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,
against all Defendants)**

100. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

101. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning December 18, 2024, and ending on the date that final judgment is entered in this action.

102. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

103. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 512, 1174, 1194, 1197, 1198, and 2802.

104. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on



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1 behalf of themselves and other current or former employees, to bring a civil action to recover civil
2 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

3 105. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
4 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
5 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 512, 1174, 1194,
6 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

7 A. For violations of California Labor Code § 204, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
9 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
10 (penalty amounts established by California Labor Code § 210).

11 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
12 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
13 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
14 California Labor Code § 226.3); Alternatively, one hundred dollars (\$100) for each Aggrieved
15 Employee per pay period; Alternatively, twenty-five dollars (\$25) for each Aggrieved Employee
16 per pay period if the employee could promptly and easily determine from the wage statement
17 alone the accurate information specified by subdivision (a) of Section 226; and alternatively, fifty
18 dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from
19 an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or
20 four consecutive pay periods.

21 C. For violations of California Labor Code § 512, fifty dollars (\$50.00) for
22 each aggrieved employee for each initial violation for pay period for which the employee was
23 underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period
24 for which the employee was underpaid (penalty amounts established by California Labor Code
25 § 558).

26 D. For violations of California Labor Code § 1174, five hundred dollars
27 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
28 amounts established by Labor Code § 1174.5).

29 E. For violations of California Labor Code § 1197, one hundred dollars
30 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
31 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
(regardless of whether the initial violations were intentionally committed) (penalty amounts



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1 established by California Labor Code § 1197.1).

2 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
3 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
4 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
5 Employee per pay period for each subsequent violation (penalty amounts established by
6 California Labor Code § 2699(f)(2)).

7 106. Plaintiff has complied with the procedures for bringing suit specified in California
8 Labor Code § 2699.3. By letter, dated December 18, 2025, Plaintiff filed written notice online
9 with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by
10 certified mail to Defendants of the specific provisions of the California Labor Code alleged to
11 have been violated, including the facts and theories to support the alleged violations. A true and
12 correct copy of the notice to the LWDA, dated December 18, 2025, is attached as **Exhibit A**.
13 Plaintiff submitted his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed
14 to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
15 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not
16 intend to investigate these allegations.

17 107. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
18 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
19 connection with their claims for civil penalties.

20 **V. PRAYER FOR RELIEF**

21 108. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for
22 relief and judgment against Defendants as follows:

23 A. An order that the action be certified as a class action with respect to
24 Plaintiff’s claims for violations of California law;

25 B. An order that Plaintiff be appointed class representative;

26 C. An order that counsel for Plaintiff be appointed class counsel;

27 D. Unpaid wages, including minimum, regular, missed meal period, and
28 missed rest period wages;

E. Liquidated damages;

F. Statutory penalties, including waiting time penalties;

G. Civil penalties;



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- H. Restitution;
I. Declaratory relief;
J. Actual damages;
K. Pre-judgment interest;
L. Costs of suit;
M. Reasonable attorneys' fees; and
N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: February 23, 2026

By:



DAVID G. SPIVAK
JULIA R. McCOY
Attorneys for Plaintiff(s), LUIS
GOMEZ, and all others similarly
situated



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EXHIBIT A



THE SPIVAK LAW FIRM
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SENT BY ELECTRONIC SUBMISSION, EMAIL, AND CERTIFIED MAIL

December 18, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Luis Gomez / SKL Industries

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Luis Gomez (hereafter “Gomez” or “Complainant”) provides notice that SKL Industries LLC, and related entities (collectively “the SKL Industries Employers” or “the Employers”) violated his rights and those of all other individuals the SKL Industries Employers have employed or otherwise contracted with in California as hourly, non-exempt workers, including construction laborers and drywall installers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246, 512, 1174, 1194, 1197, 1198, 2802, and related Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Gomez hereby provides this notice to the Labor & Workforce Development Agency and the SKL Industries Employers and their agents and representatives.

At all relevant times, the SKL Industries Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Gomez and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 16-2001 (hereafter “the Wage Order”) section 2, subdivision (H) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately March 3, 2025, the SKL Industries Employers began to employ Gomez in Norco, CA in the position of hourly, non-exempt construction laborer and drywall installer. The SKL Industries Employers continuously employed him in that capacity until on or about August 8, 2025, when his employment ended.

At all relevant times, the SKL Industries Employers issued wages to Gomez and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the SKL Industries Employers classified Gomez and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

At all relevant times, the SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The SKL Industries Employers scheduled and required Gomez and the other Aggrieved Employees to work for forty hours or more per week. The SKL Industries Employers did not permit Gomez and the Aggrieved Employees to track their own time on behalf of the company, instead directing an agent of the Employers to record the time worked. The SKL Industries Employers then refused to pay Gomez and the other Aggrieved Employees for their time worked, sometimes withholding all pay for entire pay periods. When Gomez and the other Aggrieved Employees protested, the SKL Industries Employers informed them that they could “wait it out or leave.” Therefore, at all relevant times, the SKL Industries Employers demanded that Gomez and the Aggrieved Employees work without compensation for minimum and regular wages.

At all relevant times, the SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The SKL Industries Employers regularly demanded that Gomez and the other Aggrieved Employees not take any meal period in exchange for leaving “early.” On these occasions, the Employers required that Gomez and the Aggrieved Employees work for more than five hours without providing any off duty meal periods, as required by law. The SKL Industries Employers also failed to pay premium wages for days on which they failed to provide Gomez and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the SKL Industries Employers failed to authorize and permit Gomez and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The SKL Industries Employers did not authorize or permit Gomez and the other Aggrieved Employees to take off-duty rest breaks. The SKL Industries Employers also failed to pay premium wages for days on which they failed to authorize and permit Gomez and all of the other Aggrieved Employees to take rest breaks, as required by law.

The SKL Industries Employers failed to provide paid sick leave to Gomez and all of the other Aggrieved Employees.

At all relevant times, the SKL Industries Employers required Gomez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The SKL Industries Employers required Gomez and all of the other Aggrieved Employees to supply mobile phones, telecom, tools, equipment, protective gear and comparable items to perform their job duties. The SKL Industries Employers required Gomez and the Aggrieved Employees to provide personal mobile phones for use in carrying out their work duties. However, the employers did not reimburse Gomez or the other Aggrieved Employees for such mobile phones or any associated telecom service costs. The SKL Industries Employers also required Gomez and the Aggrieved Employees to bring and use their own protective gear, tools, and associated equipment for work purposes, including: any and all tools used in the construction of drywall and similar processes, construction helmets, harnesses to be used with lifts, ear protection, and similar items. The Employers did not provide any such tools and protective gear to Gomez and the other Aggrieved Employees, and did not reimburse them for the provision or use of any such items.

At all relevant times, the SKL Industries Employers failed to issue to Gomez and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The SKL Industries Employers knowingly and intentionally failed to state on the wage statements they issued to Gomez and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, all hours work at each rate of pay, gross wages earned, net wages earned, and other required information.

The SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The SKL Industries Employers also failed to timely pay Gomez and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The SKL Industries Employers failed to maintain accurate employee records of Gomez and all of the other Aggrieved Employees.

For the reasons stated herein, Gomez alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The SKL Industries Employers failed to pay Gomez and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum and regular wages;
- (b) The SKL Industries Employers failed to provide paid sick leave to Gomez and all of the other Aggrieved Employees;
- (c) The SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (d) The SKL Industries Employers failed to authorize and permit Gomez and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (e) The SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees at one hour's pay for each day in which the SKL Industries Employers failed to provide them with one or more meal periods as required by law;
- (f) The SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees at one hour's pay for each day in which the SKL Industries Employers failed to authorize and permit them to take one or more rest breaks as required by law;

- (g) The SKL Industries Employers failed to indemnify Gomez and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (h) The SKL Industries Employers knowingly and intentionally failed to provide Gomez and all of the other Aggrieved Employees with accurate wage statements;
- (i) The SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave;
- (j) The SKL Industries Employers willfully failed to timely pay Gomez and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the SKL Industries Employers and when their employment ended;
- (k) The SKL Industries Employers failed to maintain accurate employment records pertaining to Gomez and all of the other Aggrieved Employees.

Accordingly, Gomez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the SKL Industries Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to

all persons employed in the on-site occupations of construction, including but not limited to alteration, demolition, building, excavating, renovation, remodeling, maintenance, improvement, and repair work, and work for which a contractor's license is required by the California Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq. drilling, including but not limited to all work required to drill, establish, repair, and rework wells for the exploration or extraction of oil, gas, or water resources; logging work for which a timber operator's license is required pursuant to California Public Resources Code Sections 4571 through 4586; and mining (not covered by Labor Code Section

750 et seq.), including all work required to mine and/or establish pits, quarries, and surface or underground mines for the purposes of exploration or extraction of nonmetallic minerals and ores, coal, and building materials such as stone and gravel, whether paid on a time, piece rate, commission, or other basis.”

Wage Order, § 1.

The Wage Order defines “construction occupations” to mean,

all job classifications associated with construction, including but not limited to work involving alteration, demolition, building, excavation, renovation, remodeling, maintenance, improvement, and repair work, by the California Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any other similar or related occupations or trades. (D) “Division” means the Division of Labor Standards Enforcement of the State of California.

Wage Order, § 2(C).

At all relevant times during the applicable limitations period, the SKL Industries Employers, Gomez, and all of the Aggrieved Employees were covered by the Wage Order because Gomez and all of the Aggrieved Employees worked for the SKL Industries Employers in construction occupations. Accordingly, Gomez and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(J) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The SKL Industries Employers scheduled and required Gomez and the other Aggrieved Employees to work for forty hours or more per week. The SKL Industries Employers did not permit Gomez and the Aggrieved Employees to track their own time on behalf of the company, instead directing an agent of the Employers to record the time worked. The SKL Industries Employers then refused to pay Gomez and the other Aggrieved Employees for their time worked, sometimes withholding all pay for entire pay periods. When Gomez and the other Aggrieved Employees protested, the SKL Industries Employers informed them that they could “wait it out or leave.” Therefore, at all relevant times, the SKL Industries Employers demanded that Gomez and the Aggrieved Employees work without compensation for minimum and regular wages.

At all relevant times during their work for the SKL Industries Employers, Gomez and all of the other Aggrieved Employees earned rest period premium wages, meal period premium wages, and related compensation. However, the SKL Industries Employers, Gomez failed to pay to Gomez and all of the other Aggrieved Employees rest period premium wages, meal period premium wages, and related compensation.

At all relevant times during the applicable limitations period, the SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum and regular wages for all hours they worked at the correct rates of pay. Accordingly, Gomez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure To Provide Sick Leave
(Labor Code §§ 233, 246, and 246.5)

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

Labor Code section 246.5 states,

- (a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:
 - (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - ...
 - (c) (1) An employer shall not deny an employee the right to use accrued sick days ...

The SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with paid sick leave. Accordingly, Gomez now seeks civil penalties for these Labor Code violations that the SKL Industries Employers have committed against him and all of the other Aggrieved Employees as follows:

1. For violations of Labor Code section 233, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 233 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 233 occurred (penalties set by Labor Code section 2699(f)(2));
2. For violations of Labor Code section 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246 occurred (penalties set by Labor Code section 2699(f)(2)); and

3. For violations of Labor Code section 246.5, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246.5 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246.5 occurred (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(J) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 10 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30

minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. (See Labor Code Section 512.)

- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (See Labor Code Section 512.)
- (C) ...
- (D) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to and complies with Labor Code Section 512.
- (E) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.

At all relevant times, the SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with all timely meal periods. The SKL Industries Employers denied Gomez and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The SKL Industries Employers regularly demanded that Gomez and the other Aggrieved Employees not take any meal period in exchange for leaving "early." On these occasions, the Employers required that Gomez and the Aggrieved Employees work for more than five hours without providing any off duty meal periods, as required by law. Furthermore, the SKL Industries Employers failed to pay premium wages for days on which they failed to provide Gomez and all of the other Aggrieved Employees with timely meal periods. Accordingly, Gomez now seeks civil penalties for these Labor Code violations that the SKL Industries Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(J) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.”

Section 11 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.
- (B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.
- (C) ...

- (D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.
- (d) A rest or recovery period mandated pursuant to a state law, including, but not limited to, an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, shall be counted as hours worked, for which there shall be no deduction from wages. This subdivision is declaratory of existing law.

The SKL Industries Employers failed to authorize and permit Gomez and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The SKL Industries Employers did not seek an exemption from the rest period protections of the Wage Order from the California

Division of Labor Standards Enforcement. The SKL Industries Employers did not authorize or permit Gomez and the other Aggrieved Employees to take off-duty rest breaks, as required by law. Moreover, the SKL Industries Employers failed to pay Gomez and all of the other Aggrieved Employees premium wages on workdays the SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Gomez now seeks civil penalties for these Labor Code violations that the SKL Industries Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the SKL Industries Employers required Gomez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The SKL Industries Employers required Gomez and all of the other Aggrieved Employees to supply mobile phones, telecom, tools, equipment, protective gear and similar items to perform their job duties. The SKL Industries Employers required Gomez and the Aggrieved Employees to provide personal mobile phones for use in carrying out their work duties. However, the employers did not reimburse Gomez or the other Aggrieved Employees for such mobile phones or any associated telecom service costs. The SKL Industries Employers also required Gomez and the Aggrieved Employees to bring and use their own protective gear, tools, and associated equipment for work purposes, including: any and all tools used in the construction of drywall and similar processes, construction helmets, harnesses to be used with lifts, ear protection, and similar items. The Employers did not provide any such tools and protective gear to Gomez and the other Aggrieved Employees, and did not reimburse them for the provision or use of any such items. Accordingly, Gomez seeks civil penalties for these Labor Code violations that the SKL Industries Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Similarly, section 6(B) of the Wage Order states

Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing:

- (1) all deductions;
- (2) the inclusive dates of the period for which the employee is paid;

- (3) the name of the employee or the employee's social security number; and
- (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.)

This information shall be furnished either separately or as a detachable part of the check, draft, or voucher paying the employee's wages.

At all relevant times during the applicable limitations period, the SKL Industries Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The SKL Industries Employers failed to state in the wage statements they issued to Gomez and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular wages for work they performed during scheduled shifts. The SKL Industries Employers knowingly and intentionally failed to state on the wage statements they issued to Gomez and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, all hours work at each rate of pay, gross wages earned, net wages earned, and other required information.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would

not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Gomez seeks civil penalties for the Labor Code violations that the SKL Industries Employers have committed against Gomez and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

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Failure To Provide Notice of Available Sick Leave
(Labor Code § 246)

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Lab.Code § 246(h) (effective July 1, 2015). The SKL Industries Employers failed to provide Gomez and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Gomez seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, unprovided meal period premium wages, unprovided rest break premium wages, and other earnings at the intervals stated above. As a result, the SKL Industries Employers

failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Gomez now seeks civil penalties for the Labor Code violations that the SKL Industries Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who 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 therefor is commenced; but the wages shall not continue for more than 30 days.

The SKL Industries Employers failed to pay Gomez and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Gomez, including minimum wages, regular wages, unprovided meal period premium wages, unprovided rest break premium wages, and similar forms of compensation. Additionally, the SKL Industries Employers failed to issue to Gomez and all of the other Aggrieved Employees whose employment ended their final paychecks following the termination. By failing to pay Gomez and all of the other Aggrieved Employees as set forth above at the end of employment, the

SKL Industries Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Gomez seeks civil penalties from the SKL Industries Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with

rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 6 of Wage Order states,

- (A) Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including the following:
 - (1) The employee's full name, home address, occupation, and social security number. The employee's date of birth, if under 18 years of age, and designation as a minor. Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
 - (2) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
 - (3) Total hours worked during the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive

plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

- (C) All required records shall be in the English language and in ink or other indelible form, dated properly, showing month, day and year. The employer who has control over wages, hours, or working conditions shall also keep said records on file at the place of employment or at a central location for at least three years. An employee's records shall be available for inspection by the employee upon reasonable request.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The SKL Industries Employers failed to compensate Gomez and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, all hours work at each rate of pay, gross wages earned, net wages earned. As a result, the SKL Industries Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Gomez and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Gomez seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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Re: Luis Gomez
December 18, 2025
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Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Luis Gomez will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Glenn Spivak, Esq.
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cc: Luis Gomez

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