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November 19, 2025

**VIA ELECTRONIC MAIL TO PLAINTIFF'S COUNSEL
and ONLINE FILING TO THE LWDA**

Rodolfo Ruiz-Velasco, Esq.
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**Re: *Jose Luis Cervantes Gomez v. Marble USA, Inc.*
Response to LWDA Notice and Meet and Confer
LWDA-CM-1134479-25**

Counsel:

This office represents Marble USA, Inc. ("Marble") in the above-entitled Action. We are in receipt of Plaintiff's October 27, 2025 LWDA Notice pursuant to Labor Code section 2699.3. This correspondence serves as Marble's Employer Response to that LWDA Notice and attempt to meet and confer regarding the alleged violations set forth in the October 27, 2025 LWDA Notice.

As a preliminary matter, Marble's submission of this Employer's Response should not be construed as a waiver of its right to compel Plaintiff to submit his individual claims, including any individual PAGA claims, to binding arbitration pursuant to the arbitration agreement executed by Plaintiff during his employment with Marble.

Pursuant to Labor Code section 2699(g), Marble respectfully submits that it has taken all reasonable steps to be in compliance with all provisions identified in the October 27, 2025 LWDA Notice. These steps were taken, and continue to be taken, prior to Mr. Gomez's October 27, 2025 LWDA Notice.

Marble has conducted payroll audits and regularly ensures that all its wage-and-hour policies and practices are compliant with California law. Marble utilizes an electronic timekeeping system to ensure employees receive all meal and rest breaks and are paid for all time worked, including overtime. Marble has a strict off-the-clock work prohibition. Marble disseminates lawful written policies, trains supervisors on applicable Labor Code and Wage Order

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compliance, and takes any and all appropriate corrective action with regard to any employee complaint or concern regarding its compliance with all wage-and-hour laws.

The October 27, 2025 LWDA Notice contains a recitation of several Labor Code sections and conclusory statements regarding Marble's purported "violation" of same. Marble respectfully submits that the October 27, 2025 LWDA Notice is insufficient to put itself, and the LWDA, on notice of what specific Labor Code violations Mr. Gomez claims to have suffered, along with those suffered by other allegedly-aggrieved employees.

Here, as noted, Plaintiff's October 27, 2025 LWDA Notice contains only bare legal conclusions, but no actual *facts* relating to Mr. Gomez, or any other allegedly-aggrieved employees. Marble remains amenable to meeting and conferring further with counsel for Mr. Gomez if any such facts do exist in an effort to resolve and, as necessary, cure any alleged Labor Code violations.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KYLE W. NAGEOTTE', with a large, sweeping flourish extending from the end of the signature.

KYLE W. NAGEOTTE

for

HIGGS FLETCHER & MACK LLP