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8 as an aggrieved employee, and on behalf of all other aggrieved employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 EFRAIN CARRILLO, as an aggrieved
12 employee, and on behalf of all other aggrieved
employees under the Labor Code Private
13 Attorneys' General Act of 2004,

14
15 Plaintiff,

16
17 v.

18 CALIBER HOLDINGS OF CALIFORNIA
19 LLC, doing business as "Caliber Holdings
20 LLC", a Delaware limited liability company;
and DOES 1 through 100, inclusive,

21 Defendants.
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CASE NO.: **26STCV00201**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff EFRAIN CARRILLO (“Mr. Carrillo” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), CALIBER HOLDINGS OF CALIFORNIA LLC, doing business as “Caliber Holdings LLC” (“Caliber Holdings LLC”), and any of its respective subsidiaries or affiliated companies within the State of California, (Caliber Holdings LLC, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5 and 6400, *et seq.*, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provisions of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship

1 began; the county in which performance of the employment contract, or part of it, between Plaintiff
2 and Defendants was due to be performed; the county in which the employment contract, or part of
3 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
4 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
5 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
6 employ numerous Aggrieved Employees in Los Angeles County.

7 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
8 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
9 County of Los Angeles because Defendants transact business within this judicial district and conduct
10 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
11 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
12 where the defendants committed Labor Code violations against some of its employees].)

13 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
14 as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or
15 more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil
16 penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th
17 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section
18 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all
19 other aggrieved current and former employees of Defendants during the Civil Penalty Period.

20 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
21 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
22 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
23 PAGA allegations described herein is not required.

24 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
25 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 232, 232.5, 245,
26 *et seq.*, 432, 432.3, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
27 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5 and 6400, *et seq.*, among others.

28 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees

1 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
2 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 9. On or around September 10, 2025, Plaintiff provided written notice pursuant to Labor
5 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
6 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
7 as well as by certified mail, with return receipt requested to Defendants, and each of them.

8 10. To the extent that any of the Defendants previously used the notice and cure
9 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
10 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
11 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
12 using the early evaluation conference process under Labor Code section 2699.3(f).

13 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
14 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
15 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
16 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

17 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiffs'
18 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from
19 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
20 all provisions identified in Plaintiffs' PAGA Notice, said Defendant(s) is/are still liable for civil
21 penalties pursuant to Labor Code section 2699(g)(1)-(3).

22 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
23 reasonable steps to be in compliance with all provisions identified in Plaintiffs' PAGA Notice within
24 sixty (60) days of receiving Plaintiffs' PAGA Notice, said Defendant(s) is/are still liable for civil
25 penalties pursuant to Labor Code section 2699(h)(1)-(3).

26 14. Insofar as the LWDA or a court has issued a finding or determination as to the
27 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
28 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code

1 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
2 have unlawfully committed some or all of the above-referenced Labor Code violations, said
3 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
5 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
6 serving of Plaintiff's PAGA Notice.

7 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
8 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
9 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
10 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
11 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
12 receipt of Plaintiff's PAGA Notice.

13 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the September 10, 2025 postmarked date of the herein-described notice sent by
16 Plaintiff to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
20 California in violation of California state wage and hour laws as a result of, without limitation,
21 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
22 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
23 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and
24 hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting
25 employees to work off the clock and/or be subject to Defendants' control, including, without
26 limitation, by requiring employees: to come early to work and leave work late without being able to
27 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
28 clocking out, to continue working on projects beyond their scheduled hours without compensation,

1 to clock out for meal periods and continue working and/or suffering under Defendants' control, and
2 to attend to walkie-talkies; for failing to include all forms of remuneration, including sales
3 commissions and other incentive pay, into the regular rate of pay for the pay periods where overtime
4 was worked and the additional compensation was earned for the purpose of calculating the overtime
5 rate of pay; editing, altering and/or manipulation of time entries to show less hours than actually
6 worked, all to the detriment of Plaintiff and other Aggrieved Employees.

7 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
8 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
9 worked or otherwise under Defendants' control as a result of, without limitation, failing to
10 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
11 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
12 and/or be subject to Defendants' control, including, without limitation, by requiring employees: to
13 come early to work and leave work late without being able to clock in for all that time, to complete
14 pre-shift tasks before clocking in and post-shift tasks after clocking out, to continue working on
15 projects beyond their scheduled hours without compensation, to clock out for meal periods and
16 continue working and/or suffering under Defendants' control, to attend to walkie-talkies; failing to
17 pay employees compensated on a piece-rate basis separately for rest and recovery periods and
18 nonproductive time separate from any piece-rate pay and comply with Labor Code 226.2 in full;
19 editing, altering, and/or manipulation of time entries to show less hours than actually worked, all to
20 the detriment of Plaintiff and other Aggrieved Employees.

21 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
23 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
24 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
25 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
26 providing timely meal periods; failing to provide meal periods altogether; providing short meal
27 periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees from
28 leaving the premises for meal periods; auto-deducting meal periods that could not be auto-deducted

1 by law or during which employees worked, and failing to provide compensation for such unprovided
2 meal periods as required by California wage and hour laws.

3 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
5 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
6 completely relieved of all of their duties, including, without limitation: by failing to provide rest
7 periods altogether; requiring that they be bundled together and/or with meal periods; interrupting
8 them; not providing them in a timely fashion; not permitting employees to leave the premises; and
9 otherwise requiring on-duty/on-call rest periods, and failed to provide compensation for such
10 unprovided rest periods as required by California wage and hour laws.

11 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
13 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
14 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
15 wages.

16 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
18 labor performed in a timely fashion as required under Labor Code section 204.

19 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
21 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
22 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at each
24 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal
25 entity securing the employer's services; and other such information as required by Labor Code
26 section 226, subdivision (a) and also Labor Code section 226.2.

27 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or

1 accurate time records including wage statements and similar payroll documents under Labor Code
2 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
3 documents signed to obtain or hold employment under Labor Code section 432, personnel records
4 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
5 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
6 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

7 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
9 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
10 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
11 Code sections 201, 202, and 203.

12 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Plaintiff and other Aggrieved Employees, for the costs incurred in purchasing mandatory
15 work uniforms and necessary work tools, in direct consequence of the discharge of their duties, or
16 of their obedience to the directions of Defendants, as required by Labor Code section 2802.

17 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
18 failing to pay Plaintiff and Aggrieved Employees their full amount of wages owed to them upon
19 termination, resignation and/or separation of employment as required by Labor Code sections 201
20 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and
21 premium wages.

22 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
24 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
25 any calendar month shall be paid for between the 16th and 26th day of the month during which the
26 labor was performed, and labor performed between the 16th and the last day, inclusive of any
27 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
28

1 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
2 seven (7) calendar days following the close of the payroll period in which wages were earned.

3 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
5 experience they obtained at Defendants for purposes of competing with Defendants, including,
6 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
7 a prospective employer, and from disclosing who else works at Defendants and under what
8 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
9 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
10 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
11 Code sections 232, 232.5, and 1197.5, subdivision (k).

12 30. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code section
14 226.2, which requires an employer to pay employees compensated on a piece-rate basis separately
15 for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute
16 further requires an employer to include on the wage statements for these employees the total hours
17 of compensable rest and recovery period, the total hours for other non-productive time, the rates of
18 compensation for these hours, and the gross wages paid for these hours. In addition, the statute
19 requires that employees shall be compensated for rest and recovery periods at a regular hourly rate
20 that is no less than the higher of: (i) an average hourly rate determined by dividing the total
21 compensation for the workweek, exclusive of compensation for rest and recovery periods and any
22 premium compensation for overtime, by the total hours worked during the workweek, exclusive of
23 rest and recovery periods, or (ii) the applicable minimum wage. Per California case law, Labor
24 Code section 226.2 also applies to employees compensated on a commission basis. Based on
25 information and belief, Defendants have had a policy or practice of failing to compensate Plaintiff
26 and Aggrieved Employees who were paid solely on a piece rate and/or commission basis separately
27 for the rest and recovery periods and nonproductive time, and/or failed to pay them for this time at
28 the correct rate(s) of pay. Defendants further failed to include this information on Plaintiff and

1 Aggrieved Employees' wage statements and therefore failed to comply with Labor Code section
2 226.2.

3 31. At all relevant times herein mentioned, Defendants had and have a policy of failing
4 to provide all temporary workers of Defendants with owed wages weekly by not later than the
5 regular payday of the following week.

6 32. Defendants had and have a policy or practice of preventing Plaintiff and/or other
7 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
8 to their managers or outside to private attorneys or government officials, among others, in violation
9 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
10 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
11 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
12 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
13 of Labor Code section 232 and 232.5.

14 33. Defendants had and have a policy or practice of preventing Plaintiff and other
15 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
16 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
17 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
18 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
19 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
20 liberty.

21 34. Defendants had and have a policy or practice of relying on the salary history
22 information of an applicant for employment as a factor in determining whether to offer employment
23 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
24 including, on Defendants' application for employment, an inquiry regarding current and/or former
25 salary history information, including, without limitation, compensation and benefits of the applicant
26 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants violated, without limitation, Labor Code section 432.3.

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35. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

PARTIES

A. Plaintiff

36. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, diagnosing and repairing vehicles, replacing and servicing automobile parts, performing tasks related to the assembling and disassembling of vehicle components, and ensuring vehicles were restored to proper working condition. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately July of 2016 through approximately October of 2024.

B. Defendants

37. Plaintiff is informed and believes and based thereon alleges that defendant Caliber Holdings LLC is, and at all times relevant hereto was, a limited liability company organized in Delaware, but authorized, and licensed to do business in the County of Los Angeles, State of California and actually doing business in California. At all relevant times herein, defendant Caliber Holdings LLC employed Plaintiff and other Aggrieved Employees within the County of Los Angeles in the State of California.

38. Plaintiff is informed and believes and based thereon alleges that defendant Caliber Holdings LLC and DOES 1-100, are, and at all times relevant hereto were, "person[s]" as defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

39. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.

1 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
2 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
3 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
4 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
5 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
6 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
7 include Caliber Holdings LLC, and any of its parents, subsidiaries, or affiliated companies within
8 the State of California, as well as DOES 1 through 100 identified herein.

9 **JOINT LIABILITY ALLEGATIONS**

10 40. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
12 representative, joint venture or co-conspirator of each of the other defendants, either actually or
13 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
14 employment, joint venture, and conspiracy.

15 41. All of the acts and conduct described herein of each and every corporate and limited
16 liability company defendant was duly authorized, ordered, and directed by the respective and
17 collective defendant corporate and limited liability company employers, and the officers, officers,
18 members and management-level employees of said corporate and limited liability company
19 employers. In addition thereto, said corporate and limited liability company employers participated
20 in the aforementioned acts and conduct of their said employees, agents, and representatives, and
21 each of them; and upon completion of the aforesaid acts and conduct of said corporate and limited
22 liability company employees, agents, and representatives, the defendant corporation and limited
23 liability company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
24 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
25 aforementioned corporate and limited liability company employees, agents and representatives.

26 42. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
27 unity of interest and ownership between Defendants, and each of them, that their individuality and
28 separateness have ceased to exist.

1 43. Plaintiff is informed and believes, and based thereon alleges that despite the
2 formation of the purported corporate and/or limited entity existence of Caliber Holdings LLC and
3 DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and
4 the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not
5 limited to, the following reasons:

6 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
7 Defendants who personally committed the wrongful and illegal acts and violated the
8 laws as set forth in this Complaint, and who have hidden and currently hide behind
9 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
10 some other wrongful or inequitable purpose;

11 B. The Individual Defendants derive actual and significant monetary benefits by and
12 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
13 Defendants as the funding source for the Individual Defendants’ own personal
14 expenditures;

15 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
16 and the Alter Ego Defendants, while really one and the same, were segregated to
17 appear as though separate and distinct for purposes of perpetrating a fraud,
18 circumventing a statute, or accomplishing some other wrongful or inequitable
19 purpose;

20 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
21 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
22 mentioned herein were, so mixed and intermingled that the same cannot reasonably
23 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
24 are, and at all relevant times mentioned herein were, used by the Individual
25 Defendants as mere shells and conduits for the conduct of certain of their, and each
26 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
27 herein were, the alter egos of the Individual Defendants;

28 E. The recognition of the separate existence of the Individual Defendants and the Alter

1 Ego Defendants would promote injustice insofar that it would permit defendants to
2 insulate themselves from liability to Plaintiff and Aggrieved Employees for
3 violations of the Civil Code, Labor Code, and other statutory violations. The
4 corporate and/or limited liability existence of these defendants should thus be
5 disregarded in equity and for the ends of justice because such disregard is necessary
6 to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

7 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
8 Defendants (and vice versa), and the fiction of their separate corporate existence must
9 be disregarded;

10 44. As a result of the aforementioned facts, among others, Plaintiff is informed and
11 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
12 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
13 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
14 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
15 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
16 is conducted.

17 **FIRST CAUSE OF ACTION**

18 **(Violation of PAGA – Against All Defendants)**

19 45. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
20 and incorporates each by reference as though fully set forth hereat.

21 **Civil Penalties Under Labor Code § 210**

22 46. At all relevant times herein, Labor Code section 204, requires and required that:
23 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
24 between the 16th and 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
26 between the 1st and 10th day of the following month” and for payroll periods such as those that are
27 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
28 the close of the payroll period in which wages were earned.

47. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

48. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in the manner alleged herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 as well as injunctive relief.

Civil Penalties Under Labor Code § 226.3

49. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a) and/or Labor Code sections 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods.

50. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

4 51. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
5 this section are in addition to any other penalty provided by law.”

6 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 and have a policy or practice of failing to furnish non-exempt employees, including, without
8 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
9 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate; and other such information as
11 required by Labor Code section 226, subdivision (a), as alleged herein.

12 53. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
13 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
14 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
15 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
16 period for each subsequent violation.

17 Violation of Labor Code § 558

18 54. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
19 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
20 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
21 penalty as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
23 for each pay period for which the employee was underpaid in addition to an amount sufficient to
24 recover underpaid wages;

25 (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages;

28 (3) Wages recovered pursuant to this section shall be paid to the affected

1 employee.

2 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
3 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
4 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
5 wages, be paid in accordance with Labor Code section 226.2, receive meal and rest periods or
6 compensation in lieu thereof, be paid timely wages during their employment and after their
7 employment separation, receive accurate, itemized wage statements, to be provided with the
8 opportunity to inspect employment records, be provided with notice as required under Labor Code
9 section 2810.5, to be reimbursed for all necessary expenses incurred, be provided with the proper
10 accrual and use of paid sick leave, and/or be paid out all paid time off and/or vested vacation wages
11 owed at the proper rate of pay.

12 56. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
14 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
15 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
16 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

17 Violation of Labor Code § 1174.5

18 57. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
19 every person employing labor in California to "[a]llow any member of the commission or the
20 employees of the Division of Labor Standards Enforcement free access to the place of business or
21 employment of the person to secure any information or make any investigation that they are
22 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
23 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
24 or papers of the person."

25 58. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
26 every person employing labor in California to "[k]eep a record showing the names and addresses of
27 all employees employed and the ages of all minors."

28 59. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

1 every person employing labor in California to “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
4 piece rate paid to, employees employed at the respective plants or establishments. These records
5 shall be kept in accordance with rules established for this purpose by the commission, but in any
6 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
7 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
8 earned.”

9 60. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
10 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
11 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
12 member of the commission or employees of the division to inspect records pursuant to subdivision
13 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

14 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
15 willfully failed keep adequate or accurate time records including wage statements and similar
16 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
17 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
18 under Labor Code section 1174.

19 62. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
22 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

23 Violation of Labor Code § 1197.1

24 63. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
25 person acting either individually or as an officer, agent, or employee of another person, who pays
26 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
27 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
28 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to

1 Section 203 as follows:

2 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
3 for each underpaid employee for each pay period for which the employee is underpaid. This amount
4 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
5 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

6 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
7 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
8 regardless of whether the initial violation is intentionally committed. This amount shall be in
9 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
10 1194.2, and any applicable penalties imposed pursuant to Section 203.

11 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
12 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

13 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
14 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
15 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
16 for all hours worked or otherwise under Defendants’ control due to, without limitation, failing to
17 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
18 is above the minimum; engaging, suffering, or permitting employees to work off the clock and/or
19 be subject to Defendants’ control, including, without limitation, by requiring employees: to come
20 early to work and leave work late without being able to clock in for all that time, to complete pre-
21 shift tasks before clocking in and post-shift tasks after clocking out, to continue working on projects
22 beyond their scheduled hours without compensation, to clock out for meal periods and continue
23 working and/or suffering under Defendants’ control, to attend to walkie-talkies; failing to pay
24 employees compensated on a piece-rate basis separately for rest and recovery periods and
25 nonproductive time separate from any piece-rate pay and comply with Labor Code 226.2 in full;
26 editing, altering, and/or manipulation of time entries to show less hours than actually worked,
27 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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65. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

66. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

67. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein in each of the preceding paragraphs alleged herein.

68. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

69. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

REQUEST FOR JURY TRIAL

A. Plaintiff hereby requests a trial by jury.

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1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 558.1, 1174.5, 1197.1, and 2699;
- 6 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- 7 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
8 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: January 5, 2025

J. GILL LAW GROUP, P.C.

13
14 BY: /s/ *Sacha Pomares*

15 JASMIN K. GILL

16 ASHLIE E. FOX

SACHA POMARES

17 Attorneys for Plaintiff EFRAIN CARRILLO,
18 as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,

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