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Attorneys for Plaintiffs SANDRA MARTINEZ CALDERON and GUADALUPE ROSALES, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of themselves and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SANDRA MARTINEZ CALDERON and
GUADALUPE ROSALES, on behalf of
themselves and all other Aggrieved Employees,

Plaintiffs,

v.

DO & CO LOS ANGELES, INC., a Delaware
corporation doing business in the state of
California; and DOES 1- 50, Inclusive,

Defendant,

Case No. **25STCV17499**

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

Plaintiffs, SANDRA MARTINEZ CALDERON and GUADLUPE ROSALES, (Collectively “Plaintiffs”), as a representative of the State of California and the Labor and Workforce Development Agency (LWDA), and on behalf of themselves and other current or former Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

1. This is a representative action brought by Plaintiffs, as a representative of the State of California and the LWDA, and on behalf of themselves and other Aggrieved Employees, to collect civil penalties for Defendant's Labor Code violations.

2. Defendant and employer, DO & CO LOS ANGELES, INC., (“Defendant”), violated numerous wage and hour laws with respect to Plaintiffs and other Aggrieved Employees by failing to provide, for example: accurate and itemized wages statements, payment for all hours worked (including regular wages and overtime), failure to provide a minimum wage, lawful meal periods, lawful rest periods, timely payment during employment, failure to reimburse for expenses incurred during the course and scope of employment, and payment upon separation of employment.

PARTIES

The Plaintiffs

3. Plaintiff Sandra Martinez Calderon is, and at all times herein mentioned was, a resident of California, currently residing in Los Angeles County.

4. Aggrieved Employees are all former and/or current non-exempt employees holding various positions and employed by Defendant within California during the relevant time period who may have been subject to at least one or more Labor Code violations set forth in the PAGA Notice dated February 4, 2025.

5. Plaintiff Guadalupe Rosales is, and at all times herein mentioned was, a resident of California, currently residing in Los Angeles County.

6. Aggrieved Employees are all former and/or current non-exempt employees holding various positions and employed by Defendant within California during the relevant time

period who may have been subject to at least one or more Labor Code violations set forth in the
PAGA Notice dated February 3, 2025.

The Defendant

7. Defendant DO & CO LOS ANGELES, INC., is a Delaware corporation which, at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Los Angeles, State of California. Plaintiffs are informed and thereon alleges that Defendant exercised control over Plaintiffs and Aggrieved Employees' wages, hours, and working conditions.

8. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiffs at this time and therefore said Defendants are sued by such fictitious names. Plaintiffs will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiffs. Plaintiffs are informed and believes and thereupon alleges that each of the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is therefore liable to Plaintiffs as alleged hereinafter.

9. Plaintiffs are informed and believes, and based thereupon alleges, that at all times relevant, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

10. Plaintiffs are informed and believes, and based thereupon alleges, that Defendants, and each of them, including those Defendants named DOES 1-50, acted in concert with one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiffs is further informed and believes, and based thereupon alleges, that the Defendants,

1 and each of them, including those Defendants named as DOES 1-50, formed and executed a
2 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
3 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
4 to and actually causing Plaintiffs harm.

5 11. Whenever and wherever reference is made in this Complaint to any act or failure
6 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
7 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

8 **JURISDICTION AND VENUE**

9 12. Venue is proper in Los Angeles County, because Defendant maintains its
10 locations and transacts business in this county, the obligations and liability primarily arise in this
11 county, and work was primarily performed by Plaintiffs and other Aggrieved Employees in this
12 county.

13 13. The California Superior Court has jurisdiction over this matter. The individual
14 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
15 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
16 amount required for diversity removal. Further, there is no federal question at issue as the issues
17 herein are based solely on California statutes and law, including, but not limited to, the California
18 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
19 and California Rules of Court.

20 **GENERAL ALLEGATIONS**

21 14. Defendant is in the business of providing airline catering services. Defendant
22 employed Plaintiffs and Aggrieved Employees in California during the relevant PAGA period.
23 Aggrieved Employees are all former and/or current non-exempt employees holding various
24 positions and employed by Defendant within California during the relevant time period who may
25 have been subject to at least one or more Labor Code violations set forth in the PAGA Notices
26 dated February 4, 2025 and February 3, 2025.

1 15. Plaintiff Sandra Calderon was employed by Defendant as a janitor from about
2 September 2022 to December 2, 2024.

3 16. Plaintiff Guadalupe Rosales was employed by Defendant as a janitor from about
4 September 2022 to November 22, 2024.

5 17. The position required Plaintiffs to work more than 8 hours a day and/or 40 hours
6 per week without lawful compensation. Plaintiffs and Aggrieved Employees were regularly not
7 paid for minimum wages and overtime for compensable work time spent under the control of
8 Defendant, including off-the-clock work which was in excess of regularly scheduled, eight-hour
9 daily shifts.

10 18. Plaintiffs and Aggrieved Employees were not paid for all compensable work time
11 at the correct rate of pay. Plaintiffs and Aggrieved Employees were not timely paid all wages,
12 and received non-discretionary pay in the form of “Holiday Work” that was not included in
13 overtime compensation and all required premium pay.

14 19. Plaintiffs and Aggrieved Employees were subject to not having all their
15 compensable work time recorded due to Defendant’s lack of adequate staffing. Not all of
16 Plaintiffs and Aggrieved Employees’ compensable work time spent under the control of
17 Defendant was accounted for and compensated. Specifically, Plaintiffs is informed and believes
18 that Defendant (1) adjusted clock in and clock out times to the disadvantage of Plaintiffs and
19 other Aggrieved Employees by rounding up clock-in times when Plaintiffs and Aggrieved
20 Employees clocked-in before the scheduled start of their respective shifts and rounded down
21 clock-out times when Plaintiffs and Aggrieved Employees worked past the scheduled end time
22 for their shifts, as well as (2) requiring Plaintiffs and Aggrieved Employees to continue working
23 when ostensibly on duty-free meal periods, or requiring them to return to work before the end of
24 their thirty-minute meal periods but prohibiting them from clocking back in until the legally
25 required thirty-minute mark.

26 20. Based on information and belief, Plaintiffs believe they and Aggrieved
27 Employees were also not being reimbursed for all necessary expenses incurred in the
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performance of their job duties. Specifically, Defendant required Plaintiffs and Aggrieved Employees, regardless of classification, to use their personal cellular telephones to communicate with colleagues and supervisors in the course of performing their respective duties but failed to reimburse them for use of the personal cellular devices nor the consumption of personal calling. Specifically, Plaintiffs used their telephone to communicate with supervisors and send photos of their completed jobs and cleaned areas.

21. Defendant failed to authorize and permit all required meal and rest periods for Plaintiffs and Aggrieved Employees because, upon information and belief, Defendant maintained unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendant regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiffs and Aggrieved Employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendant prioritized completion of daily duties and customer satisfaction ahead of meal and rest period compliance. Defendant failed to provide Plaintiffs and Aggrieved Employees with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

22. As a result of the violations described above, Plaintiffs and Aggrieved Employees experienced collateral or derivative violations. Specifically, Defendant failed to provide Plaintiffs and Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226 and failed to compensate Plaintiffs and Aggrieved Employees for all wages owed at the time employment with Defendant had ended.

23. Pursuant to Labor Code section 2699, subdivision (a), 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 violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

1 24. For all provisions of the Labor Code except those for which a civil penalty is
2 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
3 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
4 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
5 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

6 25. Defendant's conduct during the PAGA period with respect to Plaintiffs and
7 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

8 26. Plaintiffs alleges that Defendant has engaged in a systematic pattern of wage and
9 hour violations under the California Labor Code and IWC Wage Orders.

10 27. At all relevant times herein, Defendant employed Plaintiffs and Aggrieved
11 Employees who were subject to the employment policies described herein, in whole or in part,
12 and therefore suffered at least one or more of the violations set forth herein.

13 28. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
14 knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive
15 wages for all hours worked, including the applicable minimum, regular, and overtime wages,
16 and that they were not receiving all wages earned for work that was required to be performed. In
17 violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiffs and
18 Aggrieved Employees for all hours worked. Accordingly, Defendant failed to pay Plaintiffs and
19 Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

20 29. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
21 knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive
22 all required meal periods or payment of one (1) additional hour of pay at Plaintiffs and
23 Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-
24 duty meal period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern,
25 practice, and policy of not providing timely meal periods. Defendant failed to pay an additional
26 hour of pay to Plaintiffs and Aggrieved Employees for late meal periods. As a result of
27 Defendant's unlawful policy and practice, Plaintiffs and aggrieved employees did not receive all
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meal periods or payment of one (1) additional hour of pay at Plaintiffs 's and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

30. Plaintiffs are informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive all required rest periods or payment of one (1) additional hour of pay at Plaintiffs and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiffs and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result of Defendant's unlawful policy and practice, Plaintiffs and Aggrieved Employees did not receive all required rest periods or payment of one (1) additional hour of pay at Plaintiffs 's and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-duty rest period.

31. Plaintiffs are informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiffs and certain Aggrieved Employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiffs and certain Aggrieved Employees did not receive payment of all wages due, within permissible time periods, upon separation of employment.

32. Plaintiffs are informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive itemized wage statements that accurately showed their actual hours worked, total hours worked, number of hours worked at each hourly rate, gross and net wages earned, and correct employer information in accordance with California law. As a result of the wage violations specified above, and in violation of the Labor Code, Plaintiffs and Aggrieved Employees were not provided with accurate itemized wage statements that accurately reported their gross and net wages earned, total hours worked, each applicable rate of pay in effect during the pay period

1 with the corresponding number of hours worked, and the address of the legal entity that is the
2 employer, among other things.

3 33. Plaintiffs are informed and believes, and thereon alleges, that Defendant knew or
4 should have known that Defendant was required to maintain accurate records of the hours
5 worked by Plaintiffs and Aggrieved Employees. In violation of the Labor Code, Defendant failed
6 to maintain accurate records of hours worked by Plaintiffs and Aggrieved Employees due to its
7 off-the-clock and/or unfair rounding practices, among other things.

8
9 **FIRST CAUSE OF ACTION**

10 **(Civil Penalties Under the Private Attorneys General Act,**

11 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

12 34. Plaintiffs realleges and incorporates by reference the preceding paragraphs of this
13 Complaint as if fully alleged herein.

14 35. By this complaint, Plaintiffs brings this case as a representative action seeking
15 penalties for himself, the Aggrieved Employees, and the State of California in a representative
16 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiffs is an Aggrieved
17 Employee who was employed by Defendant and subject to at least one of the Labor Code
18 violations set forth in Labor Code section 2699.5. Plaintiffs specifically alleged the following in
19 their notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
20 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and
21 2802.

22 36. Under Labor Code section 2699.3, subdivision (a), a Plaintiffs may bring a cause
23 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
24 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
25 not to investigate, or after 65 days have passed without notice from the LWDA.

26 37. Prior to filing this complaint, on February 3, 2025 and February 4, 2025, Plaintiffs
27 gave written notice of the specific provisions alleged to have been violated, including the facts
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1 and theories to support the alleged violations, as required by Labor Code section 2699.3 to
2 Defendant DO & CO LOS ANGELES, INC. The written notice was given via certified mail to
3 Defendant, and the LWDA by electronically filing the notice via the Department of Industrial
4 Relations website. Plaintiffs was given an LWDA case numbers of LWDA-CM-1077856-25
5 and LWDA-CM-1077485-25.

6 38. The LWDA has not provided Plaintiffs with any notice that it intends to
7 investigate the violations as alleged in Plaintiffs 's notices, and more than 65 calendar days have
8 elapsed since the postmark date on the latter notice.

9 39. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
10 of this code that provides for a civil penalty to be assessed and collected by the Labor and
11 Workforce Development Agency...for a violation of this code, may, as an alternative, be
12 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
13 herself and other current or former employees pursuant to the procedures specified in Section
14 2699.3."

15 40. As an Aggrieved Employee, Plaintiffs brings this civil action to recover civil
16 penalties for Defendant's Labor Code violations.

17 **First Violation**

18 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

19 41. Under California Labor Code §512(a), "An employer may not employ an
20 employee for a work period of more than five hours per day without providing the employee
21 with a meal period of not less than 30 minutes, except that if the total work period per day of the
22 employee is no more than six hours, the meal period may be waived by mutual consent of both
23 the employer and employee."

24 42. Defendant violated Labor Code § 512 by failing to provide Plaintiffs and
25 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted and/or timely
26 meal periods within the first five hours of the shifts worked.

27 43. Defendant failed to pay Plaintiffs one hour's pay at Plaintiffs 's regular rate of
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1 pay for each day Defendant failed to provide a meal period in compliance with section 512.

2 **Second Violation**

3 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

4 44. Under California Labor Code §226.7(b), “An employer shall not require an
5 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
6 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

7 45. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
8 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
9 of each work period. The authorized rest period time shall be based on the total hours worked
10 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

11 46. Defendant failed to authorize and permit Plaintiffs and Aggrieved Employees to
12 take rest periods and mandated by the Wage Order.

13 47. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
14 one additional hour of pay at the employee’s regular rate of compensation for each workday that
15 the meal or rest or recovery period is not provided.”

16 48. Defendant failed to pay Plaintiffs and Aggrieved Employees who were not
17 provided rest periods one hour of pay at their regular rate of pay.

18 **Third Violation**

19 **(Failure to Provide Complete and Accurate Wage Statements,**
20 **in Violation of Labor Code Section 226)**

21 49. Under California Labor Code §226(a), an employer is legally obligated to provide
22 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement
23 in writing...”

24 50. Plaintiffs , on behalf of the State of California and the LWDA, seeks civil
25 penalties for Defendant’s Labor Code violations alleged herein, as well as attorney’s fees and
26 costs, under Labor Code § 2699.

1 **Fourth Violation**

2 **(Failure to Pay Overtime Wages)**

3 51. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
4 employer is required to compensate employees for all overtime, which is calculated at one and
5 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
6 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
7 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
8 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
9 any workweek.

10 52. Plaintiffs, on behalf of the State of California and the LWDA, seeks civil penalties
11 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
12 Labor Code § 2699.

13 **Fifth Violation**

14 **(Failure to Pay Minimum Wages)**

15 53. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
16 payment to an employee of less than the applicable minimum wage for all hours worked in a
17 payroll period is unlawful.

18 54. Plaintiffs, on behalf of the State of California and the LWDA, seeks civil penalties
19 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
20 Labor Code § 2699.

21 **Sixth Violation**

22 **(Failure to Timely Pay Wages During Employment)**

23 55. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, an employer is required to pay its employees between the
25 16th and 26th day of the month during which the labor was performed. California Labor Code §
26 204 also provides that for all labor performed between the 16th and 26th days of any calendar
27 month, Defendant was required to pay their employees between the 1st and 15th day of the

1 following calendar month. In addition, California Labor Code § 204 provides that all wages
2 earned for labor in excess of the normal work period shall be paid no later than the payday of the
3 next regular payroll period.

4 56. Plaintiffs, on behalf of the State of California and the LWDA, seeks civil penalties
5 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
6 Labor Code § 2699.

7 **Seventh Violation**

8 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

9 57. Pursuant to California Labor Code § 201, 202, and 203, Defendant is required to
10 pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
11 201 mandates that if an employer discharges an employee, the employee's wages accrued and
12 unpaid at the time of discharge are due and payable immediately.

13 58. Plaintiffs, on behalf of the State of California and the LWDA, seeks civil penalties
14 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
15 Labor Code § 2699.

16 **Eighth Violation**

17 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

18 **(Against all Defendants and DOES 1 to 50, inclusive)**

19 59. Labor Code § 2802 provides that an employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
22 the employer.

23 60. Defendants failed to indemnify and reimburse Plaintiffs for all necessary
24 expenditures or losses incurred by Plaintiffs in direct consequence of the discharge of Plaintiffs
25 's job duties.

26 61. Pursuant to Labor Code § 2802, Plaintiffs is entitled to recover business expenses
27 incurred as a result of discharging his duties, including interest.

62. Plaintiffs, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: June 17, 2025

WORK LAWYERS PC


Justin Lo, Esq.

Attorney for Plaintiffs SANDRA MARTINEZ
CALDERON and GUADALUPE ROSALES and
all those similarly situated