

NORTH LAW, P.C.
Hengameh S. Safaei (SBN 248048)
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162

ELECTRONICALLY FILED
Superior Court of California
County of Marin
08/12/2026

James M. Kim, Clerk of the Court
By: J. Miller, Deputy

Attorneys for Plaintiff DARIO LANDAZABAL,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

DARIO LANDAZABAL, individually and on
behalf of all others similarly situated,

PLAINTIFF,

v.

MAURANDA, INC., a California
corporation; and DOES 1 through 50,
inclusive,

DEFENDANTS.

CASE NO.: CV0010485

Assigned for all purposes to the Honorable
Stephen P. Freccero; Courtroom A

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT**

- 1) FAILURE TO PROVIDE MEAL PERIODS
AND/OR PAY MEAL PERIOD PREMIUMS
(LABOR CODE §§ 226.7, 512)
- 2) FAILURE TO AUTHORIZE AND PERMIT
REST BREAKS AND/OR PAY REST
BREAK PREMIUMS (LABOR CODE §
226.7)
- 3) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203)
- 4) FAILURE TO PROVIDE COMPLETE AND
ACCURATE ITEMIZED WAGE
STATEMENTS (LABOR CODE § 226)
- 5) FAILURE TO REIMBURSE NECESSARY
BUSINESS EXPENSES (LABOR CODE §§
2800-2802)
- 6) UCL VIOLATIONS (BUS. & PROF. CODE
§§ 17200-17204)
- 7) PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff DARIO LANDAZABAL (“Plaintiff”), individually, and on behalf of others similarly
2 situated (hereinafter “Class Members”), and as a private attorney general, based upon facts that either
3 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants MAURANDA, INC., a California
7 corporation; and DOES 1 through 50, inclusive (hereinafter collectively referred to as “Defendants”)
8 for California Labor Code violations, unfair business practices, and monetary penalties stemming from
9 Defendants’ failure to provide compliant meal periods, failure to authorize and permit compliant rest
10 periods, failure to timely pay final wages, failure to provide accurate and complete itemized wage
11 statements, and failure to reimburse necessary business-related expenses. Defendants have violated
12 California statutory laws as described below.

13 2. Plaintiff’s First through Sixth Causes of Action are brought as a class action on behalf of
14 Plaintiff and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in Paragraph 20, below) pursuant
16 to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

18 3. Plaintiff’s Seventh Cause of Action is brought as a representative action on behalf of
19 Plaintiff and other current and former non-exempt employees of Defendants in the State of California at
20 any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
21 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
22 referred to as “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff
23 is an aggrieved employee against whom one or more of the alleged violations occurred. The civil
24 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be
25 established according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution, Article
27 VI, section 10, which grants the superior court “original jurisdiction in all other causes” except those
28 given by statute to other courts. The statutes under which this action is brought do not specify any other

1 basis for jurisdiction.

2 5. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
4 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
5 them by the California courts consistent with traditional notions of fair play and substantial justice.

6 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
7 offices, have agents, and/or transact business in the State of California, County of Marin. Many of the
8 putative Class Members were employed by Defendants and/or performed work for Defendants during
9 the Class Period in the County of Marin. Many of the acts alleged herein occurred in Marin County.
10 Venue is therefore proper in Marin County.

11 **PARTIES**

12 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
13 Plaintiff was employed by Defendants as an hourly, non-exempt employee. During Plaintiff's
14 employment, Plaintiff worked for Defendants as a full-time laborer.

15 8. Defendant MAURANDA, INC. is, and at all times herein mentioned was, a corporation
16 organized and existing under the laws of the State of California, and registered to do business in the
17 State of California.

18 9. Plaintiff is informed and believes that Defendant MAURANDA, INC. is a painting
19 contractor that provides services on commercial and residential projects in California.

20 10. Plaintiff is informed and believes that according to publicly released data, Defendant
21 MAURANDA, INC. received at least two (2) federal Paycheck Protection Program ("PPP") loans
22 totaling over \$600,000.00.¹ According to publicly released data, the full amount of these loans to
23 Defendant, including accrued interest, has been forgiven.

24 11. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
25 therefore, sues these defendants by such fictitious names. The Doe defendants may be individuals,
26 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
27

28 ¹ See, <https://projects.propublica.org/coronavirus/bailouts/loans/mauranda-inc-8527718310>

1 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
2 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
3 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
4 employment, joint venture, and conspiracy. Plaintiff will amend this Complaint to allege their true
5 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
6 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
7 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

8 12. Defendants MAURANDA, INC. and DOES 1 thorough 50, inclusive, are collectively
9 referred to herein as "Defendants."

10 13. Defendants are and at all times herein mentioned were, (a) conducting business in the
11 County of Marin, State of California, and (b) the employer of Plaintiff consistent with the California
12 Labor Code and Industrial Welfare Commission ("IWC") Wage Order(s).

13 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
14 working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and
15 the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable
16 under the statutory provisions set forth herein.

17 15. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
18 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
19 employers, subsidiaries, successors, sister companies, parents, principals, related entities, co-
20 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each
21 other. Each defendant was dominated by his, her, or its codefendants, and each was the alter ego of the
22 other.

23 16. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
24 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
25 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
26 the other Defendants.

27 17. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
28 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,

1 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
2 earned and due, through methods and schemes which include, but are not limited to: failing to provide
3 meal periods; failing to authorize rest breaks; failing to properly maintain records; failing to provide
4 accurate itemized statements for each pay period; failing to timely pay final wages; failing to pay timely
5 wages during employment; failing to reimburse business expenses; and requiring, permitting, or
6 suffering the employees to work off the clock, in violation of the California Labor Code (“Labor Code”)
7 and applicable IWC Wage Order(s).

8 18. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
9 Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for
10 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
11 any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

12 **CLASS ACTION ALLEGATIONS**

13 19. Plaintiff brings the First through Sixth Causes of Action as a class action on his own
14 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
15 certification under Code of Civil Procedure section 382.

16 20. The proposed class is defined as follows: All current and former non-exempt employees
17 of any of the Defendants within the State of California at any time commencing four (4) years preceding
18 the filing of Plaintiff’s original complaint up until the time that notice of the certified class action is
19 provided to the class (hereinafter referred to as the “Class” or “Class Members”).

20 21. Plaintiff reserves the right to establish other subclasses as appropriate.

21 22. The Class is ascertainable and there is a well-defined community of interest in the
22 litigation:

23 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
24 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
25 time; however, the Class is estimated to be over fifty (50) individuals and the identity
26 of such membership is readily ascertainable by inspection of Defendants’ employment
27 records.

28 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein.

1 Plaintiff and the Class Members worked as hourly, non-exempt employees for
2 Defendants in California, including concrete crew laborers, at Defendants' project sites
3 in California. Plaintiff and the other similarly situated Class Members were employed by
4 Defendants and shared similar job duties and responsibilities, were subjected to the same
5 policies and practices, and endured similar violations at the hands of Defendants.

6 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member,
7 with whom he has a well-defined community of interest and typicality of claims, as
8 demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class
9 Members. Plaintiff's counsel, the proposed class counsel, is versed in the rules governing
10 class action discovery, certification, and settlement. Plaintiff has incurred, and during the
11 pendency of this action will continue to incur, costs, and attorneys' fees, that have been,
12 are, and will be necessarily expended for the prosecution of this action for the substantial
13 benefit of each Class Member.

14 d. Superiority: A class action is superior to other available methods for the fair and efficient
15 adjudication of this litigation because individual joinder of all Class Members is
16 impractical.

17 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
18 public policy objectives. Current employees are often afraid to assert their rights out of
19 fear of direct or indirect retaliation. However, class actions provide the Class Members
20 who are not named in the complaint anonymity that allows for the vindication of their
21 rights.

22 23. There are common questions of law and fact as to the Class that predominate over
23 questions affecting only individual members. The following common questions of law or fact, among
24 others, exist as to the members of the Class:

25 a. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest
26 periods or required Plaintiff and the other Class Members to work during meal periods
27 and/or rest periods without compensation;

28 b. Whether Defendants failed to pay meal period premium wages to Plaintiff and the other

- 1 Class Members when they were not provided legally compliant meal periods;
- 2 c. Whether Defendants failed to pay rest period premium wages to Plaintiff and the other
- 3 Class Members when they were not authorized and permitted to take legally compliant
- 4 rest periods;
- 5 d. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
- 6 the other Class Members for missed, short, late or interrupted meal periods and rest
- 7 breaks in violation of California law;
- 8 e. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
- 9 within the time required upon their discharge or resignation from employment;
- 10 f. Whether Defendants' failure to pay wages, without abatement, or reduction, in
- 11 accordance with the California Labor Code was willful;
- 12 g. Whether Defendants are liable to Class Members for penalty wages under Labor Code
- 13 section 203;
- 14 h. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
- 15 necessary business-related expenses and costs in violation of California Labor Code
- 16 section 2802;
- 17 i. Whether Defendants complied with wage statement reporting as required by the
- 18 California Labor Code, including section 226;
- 19 j. Whether Defendants engaged in unfair business practices in violation of California
- 20 Business & Professions Code section 17200, *et seq.* based on their improper withholding
- 21 of compensation;
- 22 k. The appropriate amount of damages, restitution, and/or monetary penalties resulting from
- 23 Defendants' violation of California law; and
- 24 l. Whether Plaintiff and the other Class Members are entitled to compensatory damages
- 25 pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

27 24. Defendants are painting and decorating contractors that provide services on residential

28 projects throughout the Bay Area in California. Defendants employed Plaintiff as a laborer from

1 approximately March 2026 to approximately May 2026.

2 25. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
3 Aggrieved Employees as hourly-paid, non-exempt employees.

4 26. Throughout the time period involved in this case, Defendants had the authority to hire
5 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly, or indirectly, control work
6 rules, working conditions, wages, and working hours; and to directly, or indirectly, control the terms of
7 employment of Plaintiff, the Class, and the Aggrieved Employees.

8 27. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
9 California and the applicable IWC Wage Order(s).

10 28. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an
11 ongoing and systematic wage and hour violations against their hourly-paid, non-exempt employees.
12 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely
13 and duty-free meal periods and rest periods in violation of California law, and failed to pay associated
14 meal and rest period premium wages. Defendants also failed to reimburse Plaintiff, the Class, and the
15 Aggrieved Employees for all necessary business-related expenses, failed to provide accurate itemized
16 wage statements for each pay period, and failed to timely pay all wages owed during and upon
17 termination of employment.

18 29. On information and belief, throughout the time period involved in this case, Defendants
19 have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved
20 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the
21 Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
22 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed
23 to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
24 periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from
25 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
26 and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
27 work for shifts lasting more than ten (10) hours. For example, although Plaintiff, the Class, and the
28 Aggrieved Employees typically began their shift at 7:00 a.m., they were not always provided a meal

1 period before the end of the fifth hour of work. This delay in providing timely meal periods violated
2 their right to have a meal period within the first five (5) hours of work.

3 30. On information and belief, throughout the time period involved in this case, Defendants
4 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal
5 periods under California law. Moreover, on information and belief, Defendants systematically
6 disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff,
7 the Class, and the Aggrieved Employees.

8 31. On information and belief, throughout the time period involved in this case, Defendants
9 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that
10 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
11 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal
12 periods or payment of one additional hour of pay at their regular rate of pay when a meal period was
13 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
14 provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and
15 routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees
16 at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

17 32. On information and belief, throughout the time period involved in this case, Defendants
18 have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved
19 Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide,
20 authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-
21 duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
22 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a
23 good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

24 33. On information and belief, throughout the time period involved in this case, Defendants
25 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest
26 periods under California law. Moreover, on information and belief, Defendants systematically
27 disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff,
28 the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule

1 Plaintiff, the Class, and the Aggrieved Employees in a way that regularly prohibited them from taking
2 timely and duty-free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved
3 Employees to work through their rest periods.

4 34. On information and belief, throughout the time period involved in this case, Defendants
5 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that
6 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
7 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest
8 periods or payment of one additional hour of pay at their regular rate of pay when a rest period was
9 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
10 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods,
11 and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their
12 regular rate of pay when a rest period was missed, short, late and/or interrupted. Although Plaintiff
13 complained about late, interrupted, and missed meal periods, nothing was done by Defendants to address
14 or correct the violations.

15 35. On information and belief, throughout the time period involved in this case, Defendants
16 failed to maintain a timekeeping system whereby employees could clock in and out for meal periods, or
17 rest periods, and maintained an unlawful rounding practice.

18 36. On information and belief, throughout the time period involved in this case, Defendants
19 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon
20 discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the
21 Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time
22 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees
23 did not receive payment of all final wages owed to them upon discharge or resignation, including
24 premium wages within any time permissible under California Labor Code section 202.

25 37. On information and belief, throughout the time period involved in this case, Defendants
26 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time
27 permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants
28 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to

1 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
2 Employees did not receive payment of all wages, including meal and rest period premiums.

3 38. On information and belief, throughout the time period involved in this case, Defendants
4 regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the
5 Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the
6 Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance
7 with California law, but, in fact, they did not receive complete and accurate wage statements from
8 Defendants. The deficiencies included, *inter alia*, the failure to include the name of the legal entity that
9 is the employer, and failure to include premium pay. For example, during Plaintiff's employment, the
10 wage statements issued by Defendants identified "Ross Painting" as the name of the employer.
11 However, "Ross Painting" is not the legal name of Defendants, nor was "Ross Painting" registered as
12 Defendants' fictitious business name during the entire length of the Class Period. Further, a search for
13 "Ross Painting" through the California Secretary of State identifies entities that are not associated with
14 Defendants, further adding to the confusion caused by Defendants' inaccurate wage statements.
15 Accordingly, the wage statements failed to accurately identify the legal entity that employed Plaintiff
16 and the putative class.

17 39. On information and belief, throughout the time period involved in this case, Defendants
18 regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved
19 Employees. Defendants knew or should have known that Defendants were required to keep complete
20 and accurate time and payroll records for Plaintiff, the Class, and the Aggrieved Employees in
21 accordance with California law, but, in fact, did not keep complete and accurate time and payroll records.

22 40. On information and belief, throughout the time period involved in this case, Defendants
23 regularly failed to maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved
24 Employees' meal periods, total daily hours, hours per pay period, and applicable pay rates.

25 41. On information and belief, throughout the time period involved in this case, Defendants
26 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related
27 expenses, including but not limited to work tools and equipment, and personal cellular phone usage.
28 Defendants required Plaintiff, Class Members, and Aggrieved Employees to use their personal cellular

1 phones in the course of performing their required job duties without reimbursement. Defendants
2 required Plaintiff, Class Members, and Aggrieved Employees to use their personal cellular phones to
3 download and use a mobile application, WorkGroup, for timekeeping, including to “clock-in” and
4 “clock-out.” Defendants also required Plaintiff, Class Members, and Aggrieved Employees to use their
5 personal cellular phones to respond to and communicate with Defendants’ managers and supervisors
6 regarding work matters, including schedules and assignments. Defendants also required Plaintiff, Class
7 Members, and Aggrieved Employees to use and maintain their own tools and equipment including paint
8 tools. Plaintiff, Class Members, and Aggrieved Employees were also required to use their personal
9 vehicles to drive to various residential job sites and were not reimbursed for gas or mileage. Defendants
10 knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the
11 Aggrieved Employees for all necessary business-related expenses and costs, but failed to do so in
12 violation of California law.

13 42. On information and belief, throughout the time period involved in this case, Defendants
14 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved
15 Employees pursuant to California law. Defendants had the financial ability to pay such compensation,
16 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class,
17 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants’
18 profits.

19 43. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall
20 limit the right of any wage claimant to “sue directly ... for any wages or penalty due to them under this
21 article.”

22 **FIRST CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512)**

24 **(Against All Defendants)**

25 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
26 allegation set forth above.

27 45. At all relevant times, the relevant IWC Wage Order(s) and California Labor Code
28 sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members’ employment by

1 Defendants.

2 46. At all relevant times, California Labor Code section 226.7 provides that no employer
3 shall require an employee to work during any meal or rest period mandated by an applicable order of
4 the California IWC.

5 47. At all relevant times, the applicable IWC Wage Order(s) and California Labor Code
6 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
7 work period of more than five (5) hours per day without providing the employee with a meal period of
8 not less than thirty (30) minutes, except that if the total work period per day of the employee is no more
9 than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

10 48. At all relevant times, California Labor Code section 512(a) further provides that an
11 employer may not require, cause or permit an employee to work for a work period of more than ten (10)
12 hours per day without providing the employee with a second uninterrupted meal period of not less than
13 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
14 meal period may be waived by mutual consent of the employer and the employee only if the first meal
15 period was not waived.

16 49. During the relevant time period, Plaintiff and the other Class Members who were
17 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
18 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
19 without an uninterrupted meal period of not less than thirty (30) minutes.

20 50. During the relevant time period, Plaintiff and the other Class Members were required to
21 work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
22 thirty (30) minutes.

23 51. During the relevant time period, Defendants intentionally and willfully required Plaintiff
24 and the other Class Members to miss their meal periods and to take meal periods that were late,
25 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
26 period premium for missed, shortened, late, or interrupted meal periods.

27 52. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
28 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

53. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a).

54. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

SECOND CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

56. At all times herein set forth, the applicable IWC Wage Order(s) and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order(s) provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours.”

59. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

60. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take

uninterrupted, duty-free rest breaks.

61. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

62. Defendants' conduct violates applicable IWC Wage Order(s) and California Labor Code section 226.7.

63. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

65. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

66. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, premium wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of their leaving Defendants' employ.

67. Defendants' failure to pay Plaintiff and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

68. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

69. Plaintiff and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

FOURTH CAUSE OF ACTION
(Violation of California Labor Code § 226)
(Against All Defendants)

70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

71. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

72. In addition, Labor Code section 246, subdivision (i) requires that an employer include on the paystub or separate written document provided to the employee each pay period, the amount of available paid sick leave (or paid time off an employer provides in lieu of sick leave).

73. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies included, *inter alia*, the failure to include the name of the legal entity that is the employer, and failure to include premium pay. For example, during Plaintiff's employment, the wage statements issued by Defendants identified "Ross Painting" as the name of the employer. However, "Ross Painting" is not the legal name of Defendants, nor was "Ross Painting" registered as Defendants' fictitious business name during the entire length of the Class Period. Further, a search for "Ross Painting" through the California Secretary of State identifies entities that are not associated with Defendants, further adding to the confusion caused by Defendants' inaccurate wage statements. Accordingly, the wage statements failed to accurately identify the legal entity that employed Plaintiff and the putative class.

74. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

75. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

76. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

77. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants)

78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every

1 allegation set forth above.

2 79. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse
3 its employee for all necessary expenditures incurred by the employee in direct consequence of the
4 discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence
5 of his or her obedience to the directions of the employer.

6 80. Plaintiff and the Class incurred necessary business-related expenses and costs that were
7 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
8 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result
9 of, including but not limited to, simple negligence.

10 81. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for
11 all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from
12 Defendants their business-related expenses and costs incurred during the course and scope of their
13 employment, plus interest accrued from the date on which the employee incurred the necessary
14 expenditures at the same rate as judgments in civil actions in the State of California.

15 **SIXTH CAUSE OF ACTION**

16 **(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)**

17 **(Against All Defendants)**

18 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
19 allegation set forth above.

20 83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
21 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
22 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
23 Civil Procedure section 1021.5.

24 84. Defendants' activities as alleged herein are violations of California law, and constitute
25 unlawful business acts and practices in violation of California Business & Professions Code section
26 17200, *et seq.*

27 85. Plaintiff is a "person" within the meaning of Business & Professions Code section 17204,
28 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,

1 restitution, and other appropriate equitable relief.

2 86. A violation of California Business & Professions Code section 17200, *et seq.* may be
3 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
4 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper
5 compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants'
6 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work
7 without legally compliant meal periods and rest breaks violate California Labor Code sections 226.7
8 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and
9 the Class violate California Labor Code sections 201, 202, and 203.

10 87. Defendants also violated California Labor Code sections 204, 226(a), 1174(d), 2800, and
11 2802.

12 88. Wage-and-hour laws express fundamental public policies. Paying employees their wages
13 and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of
14 California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously to enforce
15 minimum labor standards, to ensure that employees are not required or permitted to work under unlawful
16 conditions, and to protect law-abiding employers and their employees from competitors who lower costs
17 to themselves by failing to comply with fair labor standards. Through the conduct alleged in this
18 Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of
19 the Labor Code, and have engaged in other unlawful and unfair business practices in violation of
20 Business & Professions Code § 17200 *et seq.*

21 89. As a result of the herein described violations of California law, Defendants unlawfully
22 gained an unfair advantage over other businesses.

23 90. Plaintiff and the Class have been personally injured by Defendants' unlawful business
24 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
25 property.

26 91. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and
27 the Class are entitled to restitution of the wages withheld and retained by Defendants during a period
28 that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to

1 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

2 **SEVENTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 2698, *et seq.*)**

4 **(Against All Defendants)**

5 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
6 allegation set forth above.

7 93. Plaintiff brings this Seventh Cause of Action as a representative action on behalf of
8 Plaintiff and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the
9 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

10 94. PAGA specifically provides for a private right of action to recover civil penalties for
11 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of
12 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
13 Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
14 for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
15 aggrieved employee on behalf of himself or herself and other current or former employees pursuant to
16 the procedures specified in Section 2699.3.” Labor Code § 2699(a).

17 95. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
18 committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee”
19 under PAGA.

20 96. As set forth in detail above, during all times relevant to this Action, Defendants have
21 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 22 a. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
23 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour
24 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- 25 b. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
26 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
27 additional hour of premium pay for rest period violations in violation of Labor Code §§
28 226.7 and 512.

- c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- e. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- f. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order(s).
- g. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 - 2802.

97. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under the applicable IWC Wage Order(s), including IWC Wage Order 16-2001, penalties under California Labor Code sections 2699, 558, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

98. Pursuant to Labor Code § 2699.3, on or about June 7, 2026, Plaintiff, through his counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Order(s) that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have fulfilled all administrative prerequisites to the pursuit of this PAGA claim on behalf himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

99. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699, subd. (k)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;
6. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
7. For all actual, consequential, and incidental losses and damages, according to proof;
8. For premium wages pursuant to California Labor Code section 226.7;
9. For pre-judgment interest on any unpaid wages from the date such amounts were due;
10. For reasonable attorneys' fees and costs of suit incurred herein; and
11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Order(s) by willfully failing to provide all rest periods to

1 Plaintiff and the Class;

2 13. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
3 employee's regular rate of compensation for each workday that a rest period was not provided;

4 14. For all actual, consequential, and incidental losses and damages, according to proof;

5 15. For premium wages pursuant to California Labor Code section 226.7;

6 16. For pre-judgment interest on any unpaid wages from the date such amounts were due;
7 and

8 17. For such other and further relief as the Court may deem just and proper.

9 **As to the Third Cause of Action**

10 18. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
12 termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

13 19. For all actual, consequential, and incidental losses and damages, according to proof;

14 20. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
15 and other Class Members who have left Defendants' employ;

16 21. For pre-judgment interest on any unpaid compensation from the date such amounts were
17 due; and

18 22. For such other and further relief as the Court may deem just and proper.

19 **As to the Fourth Cause of Action**

20 23. That the Court declare, adjudge, and decree that Defendants violated the record keeping
21 provisions of California Labor Code section 226(a) and applicable IWC Wage Order(s) as to Plaintiff
22 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

23 24. For actual, consequential, and incidental losses and damages, according to proof;

24 25. For statutory penalties pursuant to California Labor Code section 226(e); and

25 26. For such other and further relief as the Court may deem just and proper.

26 **As to the Fifth Cause of Action**

27 27. That the Court declare, adjudge, and decree that Defendants violated California Labor
28 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary

business-related expenses as required by California Labor Code sections 2800 and 2802;

28. For actual, consequential, and incidental losses and damages, according to proof;

29. For the imposition of civil penalties and/or statutory penalties;

30. For reasonable attorneys' fees and costs of suit incurred herein; and

31. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

32. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code;

33. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

34. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

35. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

36. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. For statutory attorneys' fees and costs pursuant to 2699(k)(1) of California Labor Code;

39. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 226, 226.3, 1174.5, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

///

///

///

1 40. For such other relief as the Court deems just and proper.

2
3 DATED: August 12, 2026

4 Respectfully submitted,

5 **NORTH LAW, P.C.**

6 

7
8 _____
9 Hengameh S. Safaei
10 Attorneys for Plaintiff DARIO
11 LANDAZABAL, individually and on
12 behalf of others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

DATED: August 12, 2026

NORTH LAW P.C.

Rafael

Hengameh S. Safaei
Attorneys for Plaintiff DARIO
LANDAZABAL, individually and on
behalf of others similarly situated