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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Aguirre, Deputy Clerk

Attorneys for Plaintiff and all others similarly situated
MIGUEL ALCAZAR

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

MIGUEL ALCAZAR, an individual, on behalf
of himself and all others similarly situated,

Plaintiffs,

vs.

ARTO BRICK / CALIFORNIA PAVERS, a
California Corporation; ARMEN ALAJIAN,
an individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 24STCV15121

CLASS ACTION COMPLAINT FOR:

- 1. UNPAID WAGES**
- 2. MEAL PERIOD VIOLATIONS**
- 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Plaintiff MIGUEL ALCAZAR brings this employment class action against Defendant ARTO BRICK / CALIFORNIA PAVERS (the "Company") its owner and principal Defendant, ARMEN ALAJIAN, and Defendants DOES 1 to 50 ("Defendants") for failure to pay its California non-exempt employees regular and overtime wages, failure to permit meal periods, failure to provide complete and accurate wage statements and failure to pay all wages due upon separation of employment. As a result of these acts or omissions, the Company has violated California statutory laws as described below.

1 **JURISDICTION AND VENUE**

2 2. Plaintiff, on behalf of himself and all other similarly situated, hereby brings
3 this Complaint for recovery of unpaid wages and penalties under California Business and
4 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
5 including 201, 202, 203, 204, 206, 226, and 512., and the applicable Industrial Welfare
6 Commission Wage Order (the "IWC Wage Order"), in addition to declaratory relief and
7 restitution.

8 3. This court has jurisdiction over Defendants' violations of the California Labor
9 Code because the amount in controversy exceeds this court's jurisdictional minimum.
10 Venue in this court is proper because Defendant's principal place of business is located
11 in Los Angeles County and the Company actively and regularly conducts business in Los
12 Angeles County.

13 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
14 causes of action based solely on, and arising from, California law. The claims of the class
15 are also individual claims for violations of California law described herein. These claims
16 arise from Defendants' common and systemic failure to pay all wages earned, provide
17 time meal periods, for their failure to issue accurate wage statements, and failure to pay
18 all wages due upon separation, and their unfair business practices based on the foregoing.

19 **PARTIES**

20 5. Plaintiff MIGUEL ALCAZAR is a natural person and domiciled in California.

21 6. Defendant ARTO BRICK / CALIFORNIA PAVERS, a California Corporation,
22 was at all relevant times doing business in Los Angeles County, California.

23 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
24 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
25 their true names and capacities when the same have been ascertained. Plaintiff is
26 informed and believes that each of the fictitiously named Doe Defendants is legally
27 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
28 damages, as alleged, were proximately caused by these Doe Defendants' actions.

8. Defendant ARTO BRICK / CALIFORNIA PAVERS, ARMEN ALAJIAN, and Doe Defendants 1 through 50, inclusive, are referred to herein collectively as “Defendants”. Plaintiff is informed and believes and thereon alleges that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants acted as Plaintiff’s “employer” and are responsible for any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

PAGA ALLEGATIONS

1. On or around the date of the filing of this Complaint, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and provided a copy by certified mail to Defendant. The LWDA has 60 calendar days to respond and, if it does not do so, Plaintiff will have exhausted Plaintiff’s administrative remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue Plaintiff’s PAGA claims in this court. The period for the LWDA to respond to the has not expired. If the LWDA does not respond within the applicable statutory period, Plaintiff will amend this Complaint to add a cause of action under PAGA.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the “Class”) and on behalf of a sub-class (hereafter the “Waiting Time Penalties Subclass”) consisting of the following:

a. The Class: All persons who performed services in the State of California during the Class Period as non-exempt employees for the Company during the Class Period (“Class Members”). The Class Period is the time period starting four years before the filing of the initial Complaint in this action plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the “Emergency Rules Related to COVID-19”.

1 b. The Waiting Time Penalties Subclass: All members of the Class who
2 separated from their working relationship with the Company during the three years
3 immediately preceding the filing of the Complaint through the present plus any additional
4 time during which the statute of limitation was tolled pursuant to the Emergency Rules
5 Related to COVID-19 (the "Subclass Members"). On information and belief, all members
6 of the Waiting Time Penalty Subclass that are no longer working for the Company were
7 not paid all wages due at the time of their respective separation/termination.

8 10. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of
9 Court to amend or modify the class description with greater specificity, by division into
10 subclasses, or by limitation to particular issue.

11 11. This action has been brought and may properly be maintained as a class
12 action under the provisions of § 382 of the Code of Civil Procedure because there is a
13 well-defined community of interest in the litigation and the Class and Waiting Time
14 Penalties Subclass are easily ascertainable.

15 12. Numerosity. The members of the Class and Waiting Time Penalties
16 Subclass are so numerous that joinder of all members would be unfeasible and not
17 practicable. The membership of the class and subclass are unknown to Plaintiff at this
18 time; however, it is estimated that the Class and Subclass number greater than fifty (50)
19 individuals. The identity of such membership is readily ascertainable via inspection of the
20 Company's employment and personnel records.

21 13. Typicality. Plaintiff's claims are typical of the claims of the members of the
22 Class. Defendants subjected all Class Members and Subclass Members to identical
23 violations of the California Labor Code, the Wage Orders of the California Industrial
24 Welfare Commission, and the California Business and Professions Code. The factual
25 grounds of Defendants' violations are common to all Class Members and Subclass
26 Members and represent a common thread of unlawful conduct resulting in injury to all
27 members of the Class and Subclass.

28 14. Commonality. Common questions of law and fact exist with respect to all

members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay regular and overtime wages for all hours worked by Plaintiff and members of the Class, in violation of Cal. Labor Code §§ 218 et seq., 510, 558, 1194;
- b. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- c. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a timely meal break;
- d. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- e. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- f. Whether the violations alleged in (a-e) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

15. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

16. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all

1 Class Members is impracticable, and a class action will reduce the risk of inconsistent
2 adjudications or repeated litigation over the same conduct. Further, the expense and
3 burden of individual lawsuits would make it virtually impossible for Class Members,
4 Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged.
5 Plaintiff knows of no difficulties to be encountered in the management of this action that
6 would preclude its maintenance as a class action.

7 **GENERAL FACTUAL ALLEGATIONS**

8 17. Plaintiff worked for Arto Brick / California Pavers as a production worker
9 from approximately May 2018 through May 2024.

10 18. Plaintiff was paid on an hourly basis, and generally began his workday prior
11 to 6am. Plaintiff and similarly situated employees were generally not provided with a meal
12 period until after their fifth hour of work (as reflected in employee time records).

13 19. In addition, Plaintiff and similarly situated employees were generally not
14 compensated for the actual hours worked. Instead, Defendant maintained a consistent
15 policy of paying employees based on scheduled hours, rounding down to match that
16 amount. This practice resulted in the underpayment of wages to Plaintiff and Class
17 Members.

18 **A. Failure to Pay Regular and Overtime Wages**

19 20. During the Class Period, Plaintiff, like other members of the Class, typically
20 and routinely was not paid for all hours worked, because the Company maintained an
21 unlawful rounding policy.

22 **B. Failure to Provide Meal Periods**

23 21. During the Class Period, Plaintiff, like other members of the Class, was
24 discouraged from taking code compliant meal breaks and Company did not authorize or
25 permit code compliant meal breaks. For example, Class Members were generally provided
26 with one thirty-minute meal period at 11:00am, after the fifth hour of work. During the Class
27 Period, Plaintiff, like other members of the Class, was not paid one hour of premium pay
28 for missed or delayed meal breaks.

1 C. Failure to Issue Accurate Itemized Wage Statements

2 22. During the Class Period, Plaintiff, like other Class Members, was never
3 issued accurate or itemized wage statements reflecting all wages earned.

4 D. Failure to Pay All Wages Upon Separation

5 23. During the Class Period, Plaintiff separated from employment with the
6 Company. However, and like other Subclass Members, he was not paid all wages owed
7 to him at the time of separation, including meal premiums. On information and belief, the
8 Company's refusal to pay all wages owed to former employees continues, and none of the
9 Subclass Members have been paid all wages owed, despite weeks, months, and years
10 since their respective employment separations.

11 **FIRST CAUSE OF ACTION**

12 **UNPAID HOURLY WAGES**

13 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

14 24. Plaintiff, on behalf of himself and the Class Members, incorporates by
15 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
16 herein.

17 25. Under Labor Code §§ 201-204, 215, 216, 218.5, 510, 558, 1194, 1194.2,
18 1197, 1197.1, 1199, and the applicable IWC Wage Order, it is unlawful for an employer to
19 suffer or permit an employee to work without paying wages for all hours worked. "Hours
20 worked" is defined to include the time an employee is suffered or permitted to work,
21 whether or not required to do so. At all relevant times, Defendants have failed to pay
22 Plaintiff and Class Members for all hours worked and/or have regularly and consistently
23 maintained policies and practices of refusing to pay Class Members for all hours worked.

24 26. Plaintiff and Class Members should have received regular wages according
25 to the hours worked during employment. Defendants owe Class Members regular wages
26 and have failed and refused, and continue to fail and refuse, to pay Plaintiff and Class
27 Members the amounts owed as regular wages.

28 27. Plaintiff and Class Members were entitled to overtime compensation for all
overtime hours worked during their employment. Defendants failed and continue to fail to

1 pay Plaintiff and Class Members for all hours worked, including overtime hours, and
2 Plaintiff and Class Members are therefore entitled to the amounts owed as overtime
3 wages.

4 28. As a direct and proximate result of Defendants' conduct, as set forth herein,
5 Plaintiff has sustained damages and been deprived of wages and overtime compensation
6 that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such
7 amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and
8 attorneys' fees and costs.

9 **SECOND CAUSE OF ACTION**
10 **MEAL PERIOD VIOLATIONS**
11 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

12 29. Plaintiff, on behalf of himself and the Class, incorporate by reference all other
13 paragraphs of this Complaint as if they were re-alleged and set forth herein.

14 30. California Labor Code §512 provides, in pertinent part, as follows: "An
15 employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that
17 if the total work period per day of the employee is no more than six hours, the meal period
18 may be waived by mutual consent of both the employer and employee."

19 31. California Labor Code §512 further provides: "An employer may not employ
20 an employee for a work period of more than 10 hours per day without providing the
21 employee with a second meal period of not less than 30 minutes, except that if the total
22 hours worked is no more than 12 hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not."

24 32. Cal. Labor Code §226.7(a) provides: "No employer shall require an
25 employee to work during any meal . . . period mandated by an applicable order of the
26 Industrial Welfare Commission."

27 33. The Wage Orders provide, in pertinent part, as follows: "Unless the
28 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
considered an 'on duty' meal period and counted as time worked."

34. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal periods in violation of all applicable Wage Order, California Regulations and California Labor Code sections.

35. By failing to provide Plaintiffs and Class Members with compliant meal periods, Defendants violated California Labor Code sections 512 and 226.7, as well as applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally deprived meal periods and are entitled to one additional hour of premium pay for each missed meal period.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

36. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

37. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

38. Prior to the completion of discovery, and to the best of Plaintiff's knowledge at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiff and the Class Members in each and every pay period during Plaintiff's and the Class Members' employment. Plaintiff and the Class Members seek the amount provided under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for each violation in a subsequent pay period.

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FOURTH CAUSE OF ACTION
WAITING TIME VIOLATIONS

(Plaintiff on Behalf of Himself and the Proposed Subclass against All Defendants)

39. Plaintiff, on behalf of himself and the Waiting Time Penalty Subclass, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

40. California Labor Code §201(a) provides, in pertinent part, as follows: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

41. California Labor Code §202(a) provides, in pertinent part, as follows: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

42. California Labor Code §206(a) provides, in pertinent part, as follows: "In case of a dispute over wages, the employer shall pay, without condition, and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed."

43. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

44. As alleged herein, Defendants have failed to pay earned wages (including but not limited to meal premiums for missed/untimely breaks) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

45. Defendants' failure to pay wages as alleged herein was willful in that

Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving all of their earned compensation because, inter alia, Defendants knowingly did not fully, fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for untimely and missed breaks.

46. It has been more than 30 days since the date of termination of Plaintiff's initial employment period and all members of the Waiting Time Penalty Subclass Class that are no longer employed by Defendant.

47. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

FIFTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

48. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

49. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

50. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class Members.

51. Defendants' unfair business practices entitles Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class

Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff's and each Class Members unpaid wages, as well as an award of costs, interest, and reasonable attorney's fees.

2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;

3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;

4. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from meal periods, and wages upon termination/resignation in accordance with the law;

5. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;

6. For all statutory penalties as authorized by law;

7. Pre-judgment interest on any damages or other amounts deemed payable;

8. For attorney's fees and costs of suit; and

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9. For other or further relief as the Court deems just and proper.

Dated: June 17, 2024

HAULK & HERRERA LLP

By: 
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Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated
MIGUEL ALCAZAR