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8 Attorneys for: Plaintiff ISABEL FELIPE, individually and on behalf of all other
 9 aggrieved employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL**

12 ISABEL FELIPE, individually and on behalf of
 13 all other aggrieved employees,

14 Plaintiffs,

15 v.
 16

17 ARCADIA, INC., an active California
 18 Corporation; ONE STOP EMPLOYMENT
 19 SERVICES INC., an active California
 20 Corporation; and DOES 1 through 10,

21 Defendants.
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 23
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 28

Case No.: 21STCV47245

Assigned to:

Department:

Complaint Filed:

**COMPLAINT FOR VIOLATIONS
 UNDER THE CALIFORNIA
 PRIVATE ATTORNEYS GENERAL
 ACT ("PAGA")**

1 Plaintiff ISABEL FELIPE ("Plaintiff") brings this action under the California
2 Private Attorneys General Act ("PAGA") on behalf of the State of California, as the
3 representative Plaintiff that includes herself and all other aggrieved employees as
4 described herein, and alleges:

- 5 1. At all relevant times hereto, Plaintiff ISABEL FELIPE is a resident of the State of
6 California, and was employed by Defendant ARCADIA, INC. ("ARCADIA")
7 and Defendant ONE STOP EMPLOYMENT SERVICES INC. ("ONE STOP")
8 (jointly referred to hereinafter as "Defendants") in California from on or about
9 February 8, 2021 through on or about April 30, 2021.
- 10 2. At all times relevant hereto, Defendant ARCADIA, INC. and Defendant ONE
11 STOP EMPLOYMENT SERVICES INC. were active California Corporations and
12 were doing business in California. ARCADIA is engaged in the business of
13 custom window and door manufacturing and distribution and ONE STOP is a
14 staffing agency.
- 15 3. Plaintiff is ignorant of the true names, capacities, relationships and extent of
16 participation in the conduct herein alleged, of the Defendants sued herein as
17 Does 1 through 10, but she is informed and believes and thereon alleges that
18 said Defendants are legally responsible for the wrongful conduct alleged herein
19 and therefore sues these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff will amend this Complaint to allege their true
21 names and capacities when ascertained.
- 22 4. Plaintiff is informed and believes and thereon alleges that each Defendant acted
23 in all respects pertinent to this action as the agent of the other Defendants,
24 carried out a joint scheme, business plan or policy in all respects pertinent
25 hereto, and the acts of each Defendant are legally attributable to the other
26 Defendants.
- 27 5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure §
28 395. The County of Los Angeles is the proper venue, because work for

1 Defendants was performed by Plaintiff in the County of Los Angeles and the
2 legal obligations owed by Defendants to Plaintiff and other aggrieved
3 employees were breached in the County of Los Angeles.

- 4 6. This action is brought by Plaintiff on behalf of all aggrieved employees as
5 described as follows: All current and former non-exempt employees who
6 worked for Defendants in California during the covered time period.
- 7 7. On October 22, 2021, Plaintiff on behalf of the State of California, herself, and all
8 aggrieved employees provided written notice by online submission to the
9 Labor and Workforce Development Agency ("LWDA") and by certified mail to
10 Defendants that Defendants have violated and continue to violate the California
11 Labor Code. Plaintiff's claim was assigned case number LWDA-CM-849541-21
12 by the LWDA. A true and correct copy of Plaintiff's notice letter is attached
13 hereto as **Exhibit "A"**.
- 14 8. Pursuant to Lab. Code §2699.3(a), no response has been received from the
15 LWDA of its intent to prosecute within sixty-five (65) days of the postmark date
16 of October 22, 2021 regarding Plaintiff's allegations.
- 17 9. As a result, Plaintiff has exhausted all statutory procedures required of her
18 under Lab. Code §§ 2698, 2699, and 2699.3, and as a result, is justified as a
19 matter of right and law in bringing forward this claim and cause of action.
- 20 10. Defendants implemented the policy and practice of failing to properly pay
21 employees for all hours worked including due to performance of off-the-clock
22 work and non-receipt of off-duty meal breaks.
- 23 11. Defendants engage in the practice of not allowing mandated meal breaks and
24 not compensating employees for any missed, late, or short meal breaks.
25 Employees did not receive premium pay for any missed, late, or short meal
26 period.
- 27 12. Defendants engage in the practice of not allowing mandated rest breaks and not
28 compensating employees for any missed, late, or short rest breaks. Employees

1 were regularly not afforded an opportunity to take rest breaks every four hours,
2 or major fraction thereof, they worked. Employees did not receive premium
3 pay for any missed rest breaks.

4 13. At the time of an employee's separation (whether it be by termination or
5 resignation) Defendants have failed to provide the employee with all monies
6 owed, including meal break premiums, rest break premiums, and unpaid
7 wages for work performed, including overtime and double-time wages to the
8 extent applicable.

9 14. Defendants have adopted a custom and practice of failing to provide wage
10 statements which reflect all hours worked during any pay period, whether or
11 not employees received all wages entitled to, including meal and rest break
12 premiums.

13 15. Defendants required that non-exempt employees purchase work boots for
14 protection from work related hazards but provided no reimbursement for
15 same.

16 16. Plaintiff and all other similarly aggrieved California employees intend to seek
17 all penalties for the violations described above, including but not limited to
18 Labor Code § 558.

19 17. The specific California Labor Code Sections violated under PAGA by
20 Defendant includes but are not limited to the following: Lab. Code §§201-203;
21 Lab. Code § 204; Lab. Code § 226; Lab. Code § 226.7; Lab. Code § 510; Lab. Code
22 § 512; Lab. Code § 1194; and Lab. Code § 2802.

23 18. As a result of the acts alleged above, Plaintiff seeks penalties under Lab. Code §
24 2698 and 2699, and all other applicable sections, because of Defendants'
25 violations of the above stated provisions of the California Labor Code.

26 19. Pursuant to Lab. Code § 2699, civil penalties recoverable by aggrieved
27 employees shall be distributed seventy-five percent (75%) to the LWDA and
28 Plaintiff and all similarly aggrieved employees should be awarded twenty-five

1 percent (25%) of all penalties due under California law. Plaintiff shall be
2 entitled to reasonable attorneys' fees and costs.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays judgment against Defendants as follows:

6 A. Pursuant to Lab. Code § 2699, Plaintiff and aggrieved employees should
7 be awarded twenty-five percent (25%) of all penalties due under California law, as
8 well as attorneys' fees and costs; the LWDA shall be awarded seventy-five percent
9 (75%) of all penalties due under California law;

10 B. Civil penalties pursuant to Labor Code § 558;

11 C. For costs of the suit incurred;

12 D. Reasonable attorney's fees and costs pursuant to statute, including, but
13 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5; and

14 E. For such other relief that the Court may deem just and proper, including
15 prejudgment interest and costs.

16
17 DATED: December 28, 2021

MOORADIAN LAW, APC

18
19 By: _____

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff and aggrieved
22 employees

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Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

OCTOBER 22, 2021

VIA USPS CERTIFIED MAIL

Arcadia, Inc.
2301 E. Vernon Ave.
Vernon, CA 90058
7019 0700 0002 2582 8519

One Stop Employment Services Inc.
8430 Telegraph Road
Downey, CA 90240
7019 0700 0002 2582 8526

Diane Jara
c/o One Stop Employment Services Inc.
11455 Paramount Blvd., Suite A
Downey, CA 90241
7019 0700 0002 2582 8533

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Arcadia, Inc. & One Stop Employment Services Inc.

To Whom It May Concern:

This office represents Isabel Felipe with respect to Private Attorneys General Act ("PAGA") claims that she intends to pursue against Arcadia, Inc. ("Arcadia") and One Stop Employment Services Inc. ("One Stop") (jointly referred to herein as "Employers") based upon their illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

EXHIBIT "A"

One Stop is a staffing agency which provides employees to Arcadia, which is engaged in the business of custom window and door manufacturing and distribution. Ms. Felipe worked as a non-exempt hourly employee of Employers at the facility located at 2301 East Vernon Avenue in Vernon, California. Employers employ numerous non-exempt, hourly paid employees such as Ms. Felipe in California. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers implemented the policy and practice of failing to pay employees for all hours worked. Employers engaged in the practice of requiring off-the-clock work by employees. Employees also did not receive off-duty meal breaks. Notably, in Ms. Garcia's experience, Employers expressly refused to provide Ms. Garcia her final paycheck upon her separation and those wages remain owed. The foregoing practices resulted in underpayment of wages, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, meal breaks were not off-duty as employees were prevented by Employers from leaving the work premises during meal breaks.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Employers have failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable. In Ms. Felipe's experience, Employers expressly refused to provide her final paycheck.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums.

Failure to Fully Reimburse Employee Expenses

Employers required that employees purchase work boots for protection from work related hazards but provided no reimbursement to employees for these expenses.

Additional Penalties

Ms. Felipe and all other similarly aggrieved California employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Employers violated, and continue to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above and within seven (7) calendar days following the close of payroll periods.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Section 2802: Employers violated and continue to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Ms. Felipe and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

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☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To DIANE JARA c/o ONE STOP EMPLOYMENT SVCS. INC. Street and Apt. No., or PO Box No. 11455 PARAMOUNT BLVD., SUITE A City, State, ZIP+4® Downey, CA 90241		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To ONE STOP EMPLOYMENT SERVICES, INC. Street and Apt. No., or PO Box No. 8430 TELEGRAPH ROAD City, State, ZIP+4® Downey, CA 90240		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To ARCADIA, INC. Street and Apt. No., or PO Box No. 2301 E. Vernon Ave. City, State, ZIP+4® Vernon, CA 90058		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions