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Attorneys for Plaintiffs, MARIA LOPEZ and DOMINGA VARGAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA LOPEZ and DOMINGA VARGAS;

Plaintiff,

v.

MAIDPRO LOS ANGELES, LLC, RON
LEDWIN, PAOLA LEDWIN, and DOES 1
through 20, inclusive,

Defendants.

Case No.: 22STCV25309

Hon. Richard L. Fruin
Dept. 15

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS**

Reservation ID: 229441968086
Date: June 10, 2024
Time: 9:15 a.m.

Complaint Filed: August 5, 2022
Trial Date: Vacated

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR RESPECTIVE COUNSEL OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on June 10, 2024 at 9:15 a.m. or as soon thereafter as the matter
4 may be heard, in Department 15 of the Superior Court of the State of California, County of Los Angeles,
5 located at 111 N. Hill St., Los Angeles, CA 90012, Plaintiffs MARIA LOPEZ and DOMINGA
6 VARGAS (“Plaintiffs”), individually and on behalf of all similarly aggrieved employees, will and
7 hereby does move this Court for entry of an Order as follows:
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9 1. Granting approval, pursuant to California Labor code § 2698 *et seq.*, and specifically, §
10 2699(1), of the proposed Settlement of claims brought pursuant to the Private Attorneys General Act of
11 2004 (Cal. Labor Code § 2698 *et seq.*) and set forth in the Settlement Agreement, a true and correct copy
12 of which is attached as **Exhibit 1** to the Declaration of Matthew Rabban filed concurrently herewith;
13

14 2. Approving the proposed Notice of PAGA Settlement and Release of Claims as to form
15 and content, and directing that it be distributed to the Aggrieved Employees pursuant to the terms of the
16 Settlement Agreement;
17

18 3. Directing the distribution of the Maximum Settlement Amount pursuant to the terms of
19 the Settlement Agreement; and
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21 4. Approving an award of attorneys’ fees to Plaintiff’s Counsel of one-third of the
22 Maximum Settlement Amount (currently estimated to be \$41,666.66), and an award of attorneys’ costs
23 to Plaintiff’s Counsel in the amount of \$1,653.22.

24 5. This motion will be based on this Notice of Motion, the Memorandum of Points and
25 Authorities attached hereto, the Declaration of Matthew Rabban attached hereto, the Settlement
26 Agreement; on the records and files herein, and on such evidence as may be presented at the hearing of
27 the motion.
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1 DATED: May 13, 2024

**LAW OFFICES OF MATTHEW RABBAN,
APC**

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4 Matthew Rabban, Esq.
5 Attorneys for Plaintiff
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MEMORANDUM OF POINT AND AUTHORITIES

I. **INTRODUCTION**

MARIA LOPEZ and DOMINGA VARGAS (“Plaintiffs”), who are “Aggrieved Employees” under the California Labor Code § 2698 *et seq.* (“Private Attorneys General Act of 2004” or “PAGA”), respectfully move this Court for an order granting approval of the Settlement Agreement¹ with Defendants MAIDPRO LOS ANGELES, LLC, RON LEDWIN, and PAOLA LEDWIN (hereinafter, “Defendants”).

A superior court must review and approve any PAGA settlement. Lab. Code § 2699(5)(1)(2). The proposed settlement must be submitted to the LWDA at the same time it is submitted to the court. Lab. Code § 2699(i). This proposed settlement was submitted to the LWDA on May 13, 2024. Rabban Decl., ¶ 2 & Ex. 2 (Proof of Submission to LWDA).

This proposed Settlement, under which Defendants have agreed to pay an amount of \$125,000, will dispose of Plaintiffs’ individual claims and representative PAGA claims filed on behalf of the State of California and all “Aggrieved Employees” as defined by Labor Code § 2699(c). The operative Complaint (“Complaint”) alleges that Defendants: failed to compensate Employees for overtime wages, failed to provide meal and rest periods, failed to provide minimum wage, failed to issue accurate itemized wage statements, failed to provide reimbursements for work-related expenses, failed to keep accurate records, failed to pay all wages due upon separation of employment, and failed to pay all wages earned.

This PAGA action seeks civil penalties for violations on behalf of California Labor Workforce Development Agency (“LWDA”) and all “Aggrieved Employees,” which essentially are other house-

¹ The Settlement Agreement (“Settlement”) and Notice of PAGA Settlement and Release of Claims are attached as Exhibits 1 to the Declaration of Matthew Rabban, filed concurrently with this Motion.

1 cleaners, as more specifically set forth below. ² Based on the information provided by Defendants, the
2 number of Aggrieved Employees is estimated at 29.

3 In deciding whether to grant approval of the Settlement, the primary issue to be decided is
4 whether the Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement
5 embodies all of the features of a settlement agreement that is fair, reasonable, and adequate, as it (1) is
6 the product of arm's-length negotiations, (2) was negotiated by attorneys experienced in wage-and-hour
7 issues, (3) was negotiated subsequent to undertaking sufficient investigation to evaluate the relative
8 strength and value of the PAGA claim, and (4) reflects a reasoned compromise based directly on the
9 relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely
10 duration of further litigation.
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12 This proposed Settlement provides for Defendants to pay a Maximum Settlement Amount
13 ("MSA") of \$125,000.00 on a non-reversionary basis. After deducting amounts for requested attorneys'
14 fees (one-third of the MSA, currently estimated at \$41,666.66), requested attorney costs (\$1,653.22),
15 \$35,840.06 to each Plaintiff for their individual claims against Defendants, and the LWDA's share of the
16 amount designated as civil penalties pursuant to Labor Code § 2699(i) (\$7,500.00), the Settlement
17 Agreement provides for distribution of approximately \$2,500.00 in civil penalties to Aggrieved
18 Employees.
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20 Average payments to Aggrieved Employees are estimated at \$86.20 (\$2,500.00 divided by 29
21 aggrieved employees) is greater than other PAGA penalty awards approved as reasonable within this
22 judicial district, which often range between \$7,500.00 and \$15,000.00 for PAGA claims impacting
23 hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per capita
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28 ² In their operative Complaint, Plaintiffs allege nine individual causes of action and one PAGA cause of action. Plaintiffs' operative Complaint does not include any putative class action claims.

1 basis. See, e.g., *Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super.
2 Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000.00 to class of 667 members);
3 *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct.
4 L.A. County, March 12, 2013) (approving PAGA penalties of \$10,000.00 for class of approximately
5 3,000 members). The amounts requested for attorneys' fees and costs, and Plaintiffs' individual
6 settlements, are fair, adequate, and reasonable. In light of the foregoing, this Court should enter the
7 [Proposed] Order Granting Approval of PAGA Settlement submitted concurrently herewith.
8

9 **II. FACTS AND PROCEDURAL SUMMARY**

10 **A. The Parties**

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12 Plaintiffs filed a complaint on August 5, 2022 and a First Amended Complaint on September 26,
13 2022.

14 Defendants operate a cleaning company that operates throughout southern California. See
15 Declaration of Matthew Rabban ("Rabban Decl."), ¶ 3. Plaintiffs, like other aggrieved employees,
16 worked for Defendants as housecleaners from approximately April of 2019 until approximately
17 September of 2021 at various locations throughout southern California. Id.

18 **B. Procedural History**

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20 On July 21, 2022, Plaintiffs sent a certified letter to Defendant MaidPro Los Angeles LLC and
21 submitted that same letter online to the LWDA describing Defendant's alleged Labor Code violations,
22 as required by Labor Code § 2699.3. Rabban Decl., ¶ 4 & Ex. 1 (LWDA Letter). On August 5, 2022,
23 Plaintiffs filed a complaint against Defendants. Rabban Decl., ¶ 5. The operative FAC, filed on
24 September 5, 2022, alleges a cause of action under the Private Attorneys General Act, alleging that
25 Defendants: failed to compensate Employees for overtime wages, failed to provide meal and rest
26 periods, failed to provide minimum wage, failed to issue accurate itemized wage statements, failed to
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1 provide reimbursements for work-related expenses, failed to keep accurate records, failed to pay all
2 wages due upon separation of employment, and failed to pay all wages earned. Id.

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4 **C. Plaintiffs' Claims and Defendants' Defenses**

5 Plaintiffs allege that Defendants failed to compensate employees for their travel time between
6 the various work locations. Rabban Decl., ¶ 6; see Gonzalez v. Downtown LA Motors, LP, 215
7 Cal.App.4th 36, 40-41 (2013) ("DTLA") ("...we conclude that class members [paid on a piece-rate
8 basis] were entitled to separate hourly compensation for time spent waiting for repair work or
9 performing other nonrepair tasks directed by the employer...."). Defendants contend that it was the
10 employees' duty to communicate, on the form provided by Defendants, the amount of time spent
11 driving.
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13 Additionally, Plaintiffs alleges that Defendants failed to provide aggrieved employees with
14 legally-compliant first meal periods (a full 30-minute meal period commencing prior to the end of the
15 fifth hour of work) and failed to provide second meal periods for shifts in excess of 10.0 hours. Rabban
16 Decl., ¶ 7. Defendants contend that they maintained legally compliant written meal period policies
17 throughout the PAGA Period, and that under Brinker it is only required to "provide" the opportunity to
18 take meal periods, not "ensure" meal periods are taken. Rabban Decl., ¶ 7; see Brinker Restaurant Corp.
19 v. Superior Court, 54 Cal.4th 952, 1038 (2012) (rejecting "ensure" standard and holding employers only
20 have to "provide" employees the opportunity to take meal periods). Defendants further argue that any
21 short, missed or late meal periods were the result of lawful employee waiver or choice, thereby
22 precluding liability. Rabban Decl., ¶ 7. Furthermore, Defendants contested Plaintiffs' ability to recover
23 civil penalties in an amount equal to the unpaid meal and rest period premiums, as Defendants contend
24 that the meal period and rest period premiums do not constitute "wages" for purposes of assessing civil
25 penalties under Labor Code § 558. Rabban Decl., ¶ 7.
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1 Plaintiffs further alleges that Defendants failed to reimburse Plaintiffs and aggrieved employees
2 for necessary business expenditures, including the cost of cleaning supplies, which were not reimbursed.
3 Rabban Decl., ¶ 8; see Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137, 1144 (2014)
4 (holding that mandatory personal cell phone use must be reimbursed at a “reasonable percentage” of the
5 cell phone bill). Defendants contend that aggrieved employees were not required to expend personal
6 funds on cleaning supplies. Rabban Decl., ¶ 8.

9 **III. SUMMARY OF THE SETTLEMENT**

10 **A. “Aggrieved Employees” Defined**

11 Aggrieved Employees are defined as “non-exempt housecleaners who were employed by
12 Defendants from August 5, 2021 (one year prior to filing of PAGA Action) through and including the
13 date of execution of the Settlement Agreement, November 9, 2023 (“PAGA Period”).” See Settlement
14 Agreement, § I.2.

16 **B. Essential Terms of the Settlement**

17 The parties settled the matter in mediation. On August 11, 2023, the Parties participated in a full
18 day mediation with Barry M. Appell, Esq., a well-regarded employment mediator. The Gross Settlement
19 Amount (“GSA”) was \$125,000.00. The PAGA Penalties to be paid from the GSA is \$10,000.00,
20 whereas 75% (\$7,500.00) will be paid to the LWDA and 25% (\$2,500.00) will be allocated to the
21 Aggrieved Employees. The remaining \$110,000 will be allocated between the two Plaintiffs, their
22 attorneys, and their costs, with \$35,840.06 allocated toward each Plaintiff. More specifically, Plaintiffs’
23 counsel is to obtain \$41,666.66 which represents approximately one third of the GSA. Plaintiffs’ court
24 costs are approximately \$1,653.22.

27 **IV. CONCLUSION**

28 For the reasons set forth herein, this Court should enter an Order approval the PAGA settlement.

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2 DATED: May 13, 2024
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**LAW OFFICES OF MATTHEW RABBAN,
APC**

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6 Matthew Rabban, Esq.
7 Attorneys for Plaintiff
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Attorneys for Plaintiff, MARIA LOPEZ and DOMINGA VARGAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA LOPEZ and DOMINGA VARGAS;

Plaintiff,

v.

MAIDPRO LOS ANGELES, LLC, RON
LEDWIN, PAOLA LEDWIN, and DOES 1
through 20, inclusive,
Defendants.

) Case No.: 22STCV25309

) Hon. Richard L. Fruin
) Dept. 15

) **DECLARATION OF MATTHEW RABBAN**
) **IN SUPPORT OF PLAINTIFFS' MOTION TO**
) **APPROVE THE PAGA SETTLEMENT**

) Reservation ID: 229441968086
) Date: June 10, 2024
) Time: 9:15 a.m.

) Complaint Filed: August 5, 2022
) Trial Date: Vacated

I, Matthew Rabban, declare:

1. I am an attorney at law licensed to practice before the courts of the State of California. I am counsel of record for Plaintiffs Maria Lopez and Dominga Vargas in the above-titled action.
2. I submitted the settlement agreement in this matter to the LDWA on the same day that this motion was filed. A true and correct copy of the settlement agreement is attached hereto as Exhibit

1 1. A true and correct copy of proof of this submission is attached hereto as Exhibit 2. A true and correct
2 copy of the settlement agreement is attached hereto as Exhibit 2.

3 3. Defendants operate a cleaning company that operates throughout in downtown Los
4 Angeles and portions of South Orange County. Plaintiffs, like other aggrieved employees, worked for
5 Defendants as housecleaners from approximately April of 2019 until approximately September of 2021
6 at various locations throughout southern California.

7
8 4. On July 21, 2022, Plaintiffs sent a certified letter to Defendant MaidPro Los Angeles
9 LLC and submitted that same letter online to the LWDA describing Defendant's alleged Labor Code
10 violations, as required by Labor Code § 2699.3.

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12 5. On August 5, 2022, Plaintiffs filed a complaint against Defendants. The operative First
13 Amended Complaint ("FAC"), filed on September 5, 2022, alleges a cause of action under the Private
14 Attorneys General Act, alleging that Defendants: failed to compensate Employees for overtime wages,
15 failed to provide meal and rest periods, failed to provide minimum wage, failed to issue accurate
16 itemized wage statements, failed to provide reimbursements for work-related expenses, failed to keep
17 accurate records, failed to pay all wages due upon separation of employment, and failed to pay all wages
18 earned.

19
20 6. Plaintiffs allege that Defendants failed to compensate employees for their travel time
21 between the various work locations.

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23 7. Additionally, Plaintiffs alleges that Defendants failed to provide aggrieved employees
24 with legally-compliant first meal periods (a full 30-minute meal period commencing prior to the end of
25 the fifth hour of work) and failed to provide second meal periods for shifts in excess of 10.0 hours.
26 Defendants further argue that any short, missed or late meal periods were the result of lawful employee
27 waiver or choice, thereby precluding liability. Defendants contend that they maintained legally
28

1 compliant written meal period policies throughout the PAGA Period, and that under Brinker it is only
2 required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken.
3 Furthermore, Defendants contested Plaintiffs’ ability to recover civil penalties in an amount equal to the
4 unpaid meal and rest period premiums, as Defendants contend that the meal period and rest period
5 premiums do not constitute “wages” for purposes of assessing civil penalties under Labor Code § 558
6

7 8. Plaintiffs further alleges that Defendants failed to reimburse Plaintiffs and aggrieved
8 employees for necessary business expenditures, including the cost of cleaning supplies, which were not
9 reimbursed. See Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137, 1144 (2014) (holding
10 that mandatory personal cell phone use must be reimbursed at a “reasonable percentage” of the cell
11 phone bill). Defendants contend that aggrieved employees were not required to expend personal funds
12 on cleaning supplies.
13

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct.
16

17 Executed on May 13, 2024, Los Angeles, California.



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19 Matthew Rabban, Declarant
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is LAW OFFICES OF MATTHEW RABBAN, APC, 401 Wilshire Blvd., 12th Floor PH, Santa Monica, CA 90401.

On **May 13, 2024**, I served the document(s) described as:

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND REASONABLE ATTORNEYS' FEES, COSTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MATTHEW RABBAN; [PROPOSED] ORDER

on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Martin Dack, Esq.
DACK LAW GROUP
2601 Main Street, #1200
Irvine, CA 92614
mdack@dacklaw.com
Attorneys for Defendant(s)

☒ **BY ELECTRONIC MAIL:** I caused a copy of the document(s) to be sent to the persons at the email addresses listed above, or the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **May 13, 2024**, at Los Angeles, California.

Matthew Rabban

Name



Signature