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FILED
 Superior Court of California
 County of Los Angeles

09/26/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Marquez Deputy

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,

vs.

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

Defendants.

Case Nos.: 22STCV25309

Hon. Richard L. Fruin

Dept.: 15

FIRST AMENDED COMPLAINT FOR:

1. **Failure To Provide Meal and Rest Periods** [Cal. Lab. Code §§226.7, 512]
2. **Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties** [Cal. Lab. Code § 201-203]
3. **Failure To Pay All Wages Earned** [Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198]
4. **FAILURE TO REIMBURSE EMPLOYEE EXPENSES** [Cal. Lab. Code § 2802]
5. **Failure to Pay Overtime Wages** [Cal. Lab. Code § 510, 21.5, AND 1194]
6. **Failure To Issue Accurate Itemized Wage Statements** [Cal. Lab. Code § 226, 226.3]
7. **Failure To Timely Produce Personnel File** [Cal. Lab. Code § 1198.5]
8. **Violations Of California's Unfair Competition Act** [Bus. & Prof. Code § 17200 et seq.]
9. **Failure To Pay Minimum Wage** [Cal. Lab. Code § 1197]
10. **Private Attorney General Act**

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs, MARIA LOPEZ and DOMINGA VARGAS (“Plaintiffs”), who alleges as follows against MAIDPRO LOS ANGELES, LLC, RON LEDWIN, PAOLA LEDWIN, and DOES 1 through 20, inclusive, (“Defendants”):

JURISDICTION

1. This Court has personal jurisdiction over Defendants because Defendants engaged in wrongful conduct in the State of California, which caused harm to Plaintiffs in this state.

2. Venue is proper in this Court, because Defendants employ persons in this county, employed Plaintiffs in this county, and thus a substantial portion of the occurrences related to this action occurred in this county. *Cal. Civ. Proc.* §395.

PARTIES

3. Plaintiff MARIA LOPEZ is now, and at all times relevant to this complaint, a competent adult over 18 years of age and a resident of the County of Los Angeles in the State of California.

4. Plaintiff DOMINGA VARGAS is now, and at all times relevant to this complaint, a competent adult over 18 years of age and a resident of the County of Los Angeles in the State of California.

5. Defendant, MAIDPRO LOS ANGELES, LLC, is organized and existing under the laws of the State of California, and at all relevant times was doing business in the janitorial industry in the County of Los Angeles.

6. Defendant, RON LEDWIN, is an individual, and a resident and citizen of the State of California.

7. Defendant, PAOLA LEDWIN, is an individual, and a resident and citizen of the State of California.

8. At all times relevant herein, Defendant MAIDPRO LOS ANGELES, LLC was Plaintiffs’ employer within the meaning of the Labor Code as they were joint employers or are each liable per the labor code, including California Labor Code 2810.3. Plaintiffs have

provided notice to Defendant to the extent necessary to provide notice as required under California 2810.3.

9. Plaintiffs are informed and believe that at all times herein mentioned Defendants and DOES 1 through 20, are and were individuals, sole proprietorships, corporations, business entities, persons, and partnerships, licensed to do business and/or actually doing business in the State of California.

10. Plaintiffs are unaware of the true names and capacities and are informed and believe and thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are and were individual, corporate, associate, or otherwise, of the defendants sued as DOES 1 through 20, inclusive. They are unknown to Plaintiffs and therefore Plaintiffs sue them by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when they become known to Plaintiffs. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20, inclusive, are indebted to Plaintiffs as hereinafter alleged, and that Plaintiffs' rights against such fictitiously named Defendants arise from such indebtedness.

11. Plaintiffs are informed and believe, and on that basis allege, that each defendant sued in this action, including each defendant sued by the fictitious names DOES 1 through 20, inclusive, are responsible and liable in some manner for the occurrences, controversies, and damages alleged below.

12. All references to "Defendant", "Defendants", "company", "companies", "employer", or any similar language, whether singular or plural, shall mean "defendants, and each of them" when used throughout this complaint.

13. At all times herein mentioned, Defendants participated in the doing of the acts and omissions herein alleged, were acting within the purpose, course and scope of said agency and/or employment to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, managing agents, servants, employees, alter-egos, co-conspirators, joint-venturers, partners, successors in interest and predecessors in interest of each of the other Defendants.

1 14. At all times herein mentioned, Defendants were acting within the purpose, course
2 and scope of said agency and/or employment so as to invoke vicarious liability and respondeat
3 superior liability among other theories of liability to hold Defendants liable and responsible for
4 the injuries and damages to Plaintiffs.

5 15. At all times herein mentioned, the acts and omissions of various Defendants
6 contributed to the various acts and omissions of each and all of the other Defendants in
7 proximity causing the injuries and damages as herein alleged.

8 16. At all times herein mentioned, Defendants, including all Defendants' managing
9 agents, officers, and directors, had advanced knowledge of and/or ratified each and every act or
10 omission complained throughout this complaint. At all times relevant herein, Defendants and/or
11 their managing agents, officers or directors committed and/or participated in the wrongful acts
12 and omissions complained of throughout this complaint or ratified such acts and omissions.

13 17. At all times herein mentioned, the Defendants aided and abetted the acts and
14 omissions of each and all of the other Defendants in proximately causing the damages as herein
15 alleged.

16 18. Plaintiffs are informed and believe and thereon allege that there exists such a
17 unity of interest and ownership between Defendants, that the individual and separateness of
18 Defendants have ceased to exist.

19 19. The business affairs of Defendants are, and at all times relevant hereto were, so
20 mixed and intermingled that the same cannot reasonably be segregated, and the same
21 inextricably entwined.

22 20. The recognition of the separate existence of any Defendant would not promote
23 injustice, in that it would permit the Defendants to wrongfully insulate themselves from
24 liability to Plaintiffs.

25 21. Adherences to the fiction of the separate existence of Defendants would permit
26 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
27 from liability for the wrongful acts committed by it.

22. Plaintiffs are informed and believe, and based thereon allege that Defendants are alter egos of each other.

GENERAL FACTS AND ALLEGATIONS

23. Plaintiffs are informed and believe, and based thereon allege that at all times relevant hereto, Defendant RON LEDWIN and PAOLA LEDWIN operated MAIDPRO LOS ANGELES, LLC, a company that is involved in the janitorial industry. The company is located at 1301 W 2nd Street, Suite 107, Los Angeles, CA 90026.

24. On information and belief, Defendant RON LEDWIN and PAOLA LEDWIN are the owner of MAIDPRO LOS ANGELES, LLC, and exercised pervasive control over Plaintiff's wages and working conditions.

25. Defendants MAIDPRO LOS ANGELES, LLC employed Plaintiffs, at all relevant times, as housekeepers, from in or about April of 2019, until the termination of Plaintiffs' employment in or about September of 2021.

26. On information and belief, given Defendants' illegal failure to timely produce Plaintiffs' personnel and payroll files, Plaintiffs alleges as follows: From in or about April of 2019 until about December 31, 2020, Plaintiffs were compensated at an hourly rate of \$13. From in or about January 1, 2021, until Plaintiffs' termination in or about September of 2021, Plaintiffs were compensated at an hourly rate of \$14.25. Plaintiffs worked, on average, for six days per week, working on average eleven hours per day, starting shifts at 7:00 a.m., and ending shifts at about 6:00 p.m.

27. Plaintiffs were required to travel to multiple cleaning sites throughout their shifts. Plaintiffs were wrongfully instructed, by their supervisors, to never submit their travel time. This caused Plaintiffs to not be properly compensated for time worked, or overtime work. Furthermore, based on discrepancy between the number of hours worked, and pay received, Plaintiffs were not being compensated minimum wages. At all times mentioned herein, Plaintiffs were a non-exempt employee entitled to all minimum and overtime wages, meal period breaks, and rest period breaks.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants controlled or affected the working conditions, wages, working hours, scope and conditions of employment of Plaintiffs during Plaintiffs' employment with Defendant.

29. Plaintiffs allege that they were not provided meal breaks in a timely manner as Plaintiffs consistently worked from 7 a.m. - 6 p.m., six days a week, but did not receive meal breaks or rest breaks. It was not possible for Plaintiffs to take meal or rest breaks because of the workload, understaffing, and company practice. Therefore, Defendants deterred Plaintiffs from taking compliant meal and rest periods.

FIRST CAUSE OF ACTION BY

PLAINTIFFS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL AND REST PERIODS [Cal. Lab. Code §§ 226.7, 512]

30. Plaintiffs repeat, reallege, and incorporate all allegations throughout this complaint as though set forth in full herein.

31. Labor Code § 512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

32. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked in excess of four hours.

33. Plaintiffs regularly worked in excess of five hours per day, and was thereby entitled to take the aforementioned uninterrupted 30-minute meal periods and 10-minute rest periods on each day of work.

34. At all relevant times herein, Defendants failed and refused to provide Plaintiffs with timely meal periods and rest periods during their work shifts, and failed to compensate Plaintiffs for missed meal and rest periods, as required by Labor Code § 226.7, and the applicable sections of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001.

1 35. As alleged herein, Plaintiffs were not exempt from the meal and rest breaks
2 requirements of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No.
3 4-2001. Consequently, Plaintiffs are owed one hour of pay at their regularly hourly rate, or the
4 requisite minimum wage, whichever is greater, for each day that Plaintiffs were denied such
5 meal and rest periods, and is owed one hour of pay at their regular hourly rate, or the requisite
6 minimum wage, whichever is greater, for each day that Plaintiffs were denied such meal and
7 rest periods.

8 36. Plaintiffs have been deprived of their rightfully earned compensation for meal
9 and rest break violations as a direct and proximate result of Defendants' failure and refusal to
10 pay said compensation.

11 37. From in or about April of 2019 until December 30, 2020, Defendants failed to
12 provide Plaintiffs with timely statutory meal and rest periods for those days on which Plaintiffs
13 worked at for approximately 92 work weeks. Consequently, Plaintiffs are owed one additional
14 hour of pay at their normal hourly rate of \$13 for each day that Plaintiffs were denied such a
15 meal and rest periods pursuant to Labor Code § 226.7, or \$14,352 per Plaintiff, plus interest
16 therein.

17 38. From in or about January 1, 2021, until Plaintiffs' termination September of
18 2021, Defendants failed to provide Plaintiffs with timely statutory meal and rest periods for
19 those days on which Plaintiffs worked at for approximately 35 work weeks. Consequently,
20 Plaintiffs are owed one additional hour of pay at their normal hourly rate of \$14.25 for each day
21 that Plaintiffs were denied such a meal and rest periods pursuant to Labor Code § 226.7, or
22 \$5,985 per Plaintiff, plus interest therein.

23 39. Plaintiffs are entitled to recover such amounts in the combined amount of
24 \$40,674 plus interests therein and costs of suit.

25 40. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA
26 LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for
27 personal liability for employers, and persons acting on behalf of an employer, who violate
28

1 and/or cause to be violated the statute and related Industrial Welfare Commission Order
2 provision at issue throughout this cause of action.

3 **SECOND CAUSE OF ACTION BY**
4 **PLAINTIFFS AGAINST ALL DEFENDANTS**
5 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION: WAITING TIME**
6 **PENALTIES [Cal. Lab. Code § 201-203]**

7 41. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
8 complaint as though set forth in full herein.

9 42. At all relevant times herein, Defendants failed to pay all of Plaintiffs' earned
10 wages and other compensation due immediately upon termination or within seventy-two hours
11 of resignation, as required. These wages refer to, at a minimum, the wages earned and unpaid at
12 time of discharge, minimum wages, overtime compensation, and meal and rest period
13 compensation that Defendants should have paid, but did not pay to Plaintiffs during the term of
14 their employment and which were, at the latest, due within the time parameter of Labor Code §§
15 201- 203.

16 43. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code
17 §§ 201 – 203.

18 44. As a direct and proximate result of Defendants' willful failure to pay these
19 wages, Plaintiffs are entitled to repayment of their earned and unpaid wages at time of
20 discharge, minimum wages, overtime, meal and rest periods as previously pleaded herein,
21 amounting to \$4,702.50 in wait time penalties per Plaintiff, calculated based on thirty days of
22 wages at \$14.25 per hour.

23 45. Based on Defendants' conduct as alleged herein, Defendants are liable for \$9,405
24 in statutory penalties pursuant to Labor Code § 203 and other applicable provisions, as well as
25 attorneys' fees and costs.

26 46. Plaintiffs allege that Defendants are liable jointly and severally for damages
27 pursuant to Labor Code section § 558.1.
28

1 47. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA
2 LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for
3 personal liability for employers, and persons acting on behalf of an employer, who violate
4 and/or cause to be violated the statute and related Industrial Welfare Commission Order
5 provision at issue throughout this cause of action.

6 **THIRD CAUSE OF ACTION BY**
7 **PLAINTIFFS AGAINST ALL DEFENDANTS**
8 **FAILURE TO PAY ALL WAGES EARNED [Cal. Lab. Code § 201-202, 218, 218.5,**
9 **1194, 1194.2, 1198]**

10 48. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
11 complaint as though set forth in full herein.

12 49. At all relevant times herein, Defendants were required to compensate its hourly
13 employees for all hours worked upon reporting to work at the appointed time stated by the
14 employer pursuant to the Industrial Commission Order 7-2001, California Code of Regulations,
15 Title 8.

16 50. Labor Code § 1194 provides in relevant part: “Notwithstanding any agreement
17 to work for a lesser wage, any employee receiving less than the legal minimum wage ...
18 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
19 amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and
20 costs of suit.”

21 51. “In any action under ... Section 1194 to recover wages because of the payment
22 of a wage less than the minimum wage fixed by an order of the commission, an employee shall
23 be entitled to recover liquidated damages in an amount of the wages unlawfully unpaid and
24 interest thereon.” Labor Code § 1194

25 52. As mentioned herein, Defendants failed to provide proper meal and rest breaks,
26 failed to pay wages for hours worked including overtime hours worked.

1 53. Accordingly, pursuant to Labor Code § 1194 and 218, Plaintiffs are entitled to
2 recover wages for all hours, for all hours worked and for all other hours worked that were not
3 adequately compensated.

4 54. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA
5 LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for
6 personal liability for employers, and persons acting on behalf of an employer, who violate
7 and/or cause to be violated the statute and related Industrial Welfare Commission Order
8 provision at issue in this cause of action.

9 **FOURTH CAUSE OF ACTION BY**
10 **PLAINTIFFS AGAINST ALL DEFENDANTS**

11 **FAILURE TO REIMBURSE EMPLOYEE EXPENSES [Cal. Lab. Code § 2802]**

12 55. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
13 complaint as though set forth in full herein.

14 56. Cal. Labor Code 2802 stated “(a) An employer shall indemnify their or her
15 employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of their or her duties....”

17 57. Defendants, and each of them, required Plaintiffs to purchase cleaning supplies
18 and improperly charged Plaintiffs for the cost of the supplies.

19 58. At all times relevant hereto, Defendants forced Plaintiffs to pay for the cleaning
20 supplies without providing an employee allowance for such purpose, in violation of Labor Code
21 § 2802.

22 59. As a direct and proximate result of Defendants’ unlawful failure to pay additional
23 compensation to Plaintiffs, Plaintiffs have suffered, and will continue to suffer, damages in the
24 form of unpaid wages, the precise amounts of which will be ascertained according to proof at
25 trial. Plaintiffs are entitled to recover such damages, as well as attorney's fees, costs, and interest
26 under Labor Code § 2802.

27 60. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA
28 LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for

1 personal liability for employers, and persons acting on behalf of an employer, who violate
2 and/or cause to be violated the statute and related Industrial Welfare Commission Order
3 provision at issue in this cause of action.

4 **FIFTH CAUSE OF ACTION BY**
5 **PLAINTIFFS AGAINST ALL DEFENDANTS**
6 **FAILURE TO PAY OVERTIME WAGES [Cal. Lab. Code § 510, 218.5, AND 1194]**

7 61. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
8 complaint as though set forth in full herein.

9 62. Labor Code § 510 requires employers to pay their non-exempt employees one
10 and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours
11 in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all
12 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-
13 exempt employees overtime compensation for the first eight hours of work done on the seventh
14 consecutive day of work done in any work week, and double-time compensation for any work
15 done beyond the first eight hours on the seventh consecutive day of work.

16 63. At all relevant times, Defendants required Plaintiffs to work more than eight
17 hours per day and/or more than 40 hours per work week.

18 64. At all relevant times, Defendants failed and refused to pay Plaintiffs all the
19 overtime compensation required by Labor Code § 510, § 8 Code of Regulations §11040, and
20 Industrial Welfare Commission Order No. 4-2001.

21 65. As alleged herein, Plaintiffs are not exempt from the overtime requirements of
22 Labor Code § 510, § 8 Code of Regulations §11040, and Industrial Welfare Commission Order
23 No. 4-2001.

24 66. At all relevant times, Defendants, and each of them, willfully failed to pay
25 Plaintiffs the correct amount of overtime compensation. Plaintiffs were deprived of their
26 rightfully earned overtime compensation as a direct and proximate result of said conduct by
27 Defendants.
28

67. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for personal liability for employers, and persons acting on behalf of an employer, who violate and/or cause to be violated the statute and related Industrial Welfare Commission Order provision at issue in this cause of action.

**SIXTH CAUSE OF ACTION BY
PLAINTIFFS AGAINST ALL DEFENDANTS
FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS [Cal. Lab. Code
§ 226, 226.3]**

68. Plaintiffs repeat, reallege, and incorporate all allegations throughout this complaint as though set forth in full herein.

69. Defendants failed to provide Plaintiffs with accurate itemized wage statements in writing in violation of Labor Code § 226, which requires wage statements to show: (1) total hours worked, (2) hourly wages, (3) gross wages, (4) total deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, (8) the name and address of the legal entity that is their 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. At the very least, wage statements that were issued were not accurate because Plaintiffs were not being compensated for work performed, as more fully set forth in this complaint.

70. During the relevant time period, Defendants implemented an employment practice whereby they willfully, intentionally, and not inadvertently, violated Labor Code section 226 as they failed to provide Plaintiffs with accurate wage statements compliant with the Labor Code, as the wage statements were not accurate with respect to the applicable and correct rates of pay including overtime rates of pay and paid sick leave rates of pay. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code § 226.

71. This failure has injured Plaintiffs, by misrepresenting and depriving their hour, wage, and earnings information to which Plaintiffs are entitled, causing Plaintiffs difficulty and

1 expense in attempting to reconstruct time and pay records, causing Plaintiffs not to be paid
2 wages they earned, causing Plaintiffs to be unable to rely on earnings statements in dealings
3 with third parties, and eliminating their right under Labor Code § 226(b) to review itemized
4 wage statement information by inspecting the employer's underlying records. For the time
5 periods during which Plaintiffs were not provided with any pay stubs, their previously
6 mentioned injuries are presumed as a matter of law.

7 72. Based on Defendants' conduct as alleged herein, Plaintiffs are owed the greater
8 of actual wages earned or entitled to a maximum penalty of \$4,000 per Plaintiff, based on \$50
9 for each pay period in which there was an initial violation of Section 226 and \$100 for each
10 subsequent pay period in which there was a further violation. Based on the number of violations
11 against Defendants, Defendants are liable to Plaintiffs for \$8,000 in damages and statutory
12 penalties pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.3, and
13 other applicable provisions, as well as attorneys' fees and costs.

14 73. Plaintiffs seek injunctive relief under Labor Code section 226 in the form of an
15 order from the Court ordering Defendants to properly state the wages earned, the proper hours
16 worked, and to furnish accurate wage statements to each Plaintiff herein as well as other
17 similarly situated employees.

18 74. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA
19 LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for
20 personal liability for employers, and persons acting on behalf of an employer, who violate
21 and/or cause to be violated the statute and related Industrial Welfare Commission Order
22 provision at issue throughout this cause of action.

23 **SEVENTH CAUSE OF ACTION BY**
24 **PLAINTIFFS AGAINST ALL DEFENDANTS**
25 **FAILURE TO TIMELY PRODUCE PERSONNEL FILE [Cal. Lab. Code § 1198.5]**

26 75. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
27 complaint as though set forth in full herein.
28

1 76. On or about September 13, 2021, Plaintiffs made a written request to inspect
2 their personnel files from Defendant MAIDPRO LOS ANGELES, LLC. Defendant MAIDPRO
3 LOS ANGELES, LLC, failed to respond to Plaintiffs' written request to inspect their personnel
4 file and did not timely allow Plaintiffs to inspect their personnel file.

5 77. Plaintiffs are each entitled to \$750 in civil penalties due to each Defendant that
6 failed to provide employment records including Defendant MAIDPRO LOS ANGELES, LLC
7 which violated Labor Code Section § 1198.5. Defendants are liable to Plaintiffs for \$1,500 in
8 civil penalties pursuant to Labor Code § 1198.5, and other applicable provisions, as well as
9 attorneys' fees and costs.

10 78. Plaintiffs seek injunctive relief to compel Defendants MAIDPRO LOS
11 ANGELES, LLC to produce a full and accurate copy of Plaintiffs' personnel files including
12 payroll records.

13 79. Defendants' conduct described herein violates the Labor Code. Therefore,
14 Plaintiffs are entitled to recover all damages and civil penalties that Defendants owe Plaintiffs,
15 plus interest, statutory penalties, and attorneys' fees, expenses, and costs.

16 **EIGHTH CAUSE OF ACTION BY**
17 **PLAINTIFFS AGAINST ALL DEFENDANTS**
18 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION ACT Bus. & Prof.**
19 **Code § 17200 et seq**

20 80. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
21 complaint as though set forth in full herein.

22 81. California Business & Professional Code § 17200 prohibits any unlawful, unfair,
23 or fraudulent business practices.

24 82. California Business & Professional Code § 17204 allows "any person acting for
25 the interests of itself, its members or the general public" to prosecute a civil action for violation
26 of the UCL.

27 83. Labor code § 90.5(a) states that it is the public policy of California to force
28 vigorously minimum labor standards in order to ensure employees are not required to work

1 under substandard and unlawful conditions, and to protect employers who comply with the law
2 from those who attempt to gain competitive advantage at the expense of their workers by failing
3 to comply with minimum labor standards.

4 84. Defendants' violation of 8 Code of Regulations §11040, Industrial Welfare
5 Commission Order No. 4-2001, Labor Code §§201, 203, 226, 226.7, 510, 512, 1194, 1194.2,
6 1197, and other applicable provisions, as alleged herein, including Defendants' failure and
7 refusal to pay minimum wages and overtime wages, failure to provide accurate and complaint
8 wage statements, failure to timely pay compensation upon termination or resignation, and
9 Defendant's failure to maintain complete and accurate payroll records for the Plaintiffs,
10 constitute unfair business practices in violation of Business & Professional Code §17200 et seq.

11 85. As a result of Defendants' unfair business practices, Defendants have reaped
12 unfair benefits and illegal profits at the expense of Plaintiffs and members of the public.
13 Defendants should be made to disgorge their ill-gotten gains and restore such monies to
14 Plaintiffs.

15 86. Defendants' unfair business practices entitled Plaintiffs to seek preliminary and
16 permanent injunctive relief, including but not limited to orders that the Defendants account for,
17 disgorge, and restore to the Plaintiffs the overtime compensation and other monies and benefits
18 unlawfully withheld from them.

19 87. Under Section 17208 of the California Business and Professions Code, the statute
20 of limitations for a claim under Section 17200 is four years. Accordingly, the actionable period
21 of the unpaid wage causes of actions alleged hereinabove are extended from three years of
22 recovery for wage claims to an additional fourth year of recovery.

23 88. Pursuant to Business & Professional Code §17000 and §17200, the acts
24 constitute continuing and ongoing unlawful activities that justify the issuance of an injunction
25 and all remedies available in the form of unpaid wages, penalties and specific damages that are
26 cumulative and recoverable for Plaintiffs.

27 89. Plaintiffs have assumed the responsibility of enforcement of the laws and lawful
28 claims specified herein. There is a financial burden incurred in pursuing this action which is in

the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil Procedure section 1021.5.

**NINTH CAUSE OF ACTION BY
PLAINTIFFS AGAINST ALL DEFENDANTS
FAILURE TO PAY MINIMUM WAGE [Cal. Lab. Code § 1197]**

90. Plaintiffs repeat, reallege, and incorporate all allegations throughout this complaint as though set forth in full herein.

91. Labor Code § 1197 makes it unlawful to pay an employee less than the minimum wage, as established by the Industrial Welfare Commission, for each hour worked.

92. Labor Code § 1194 entitles an employee receiving less than the minimum wage to recover, in a civil action, the unpaid balance of minimum wages owing, plus interest thereon, reasonable attorneys' fees, and costs of suit.

93. Labor Code § 1194.2 entitles an employee receiving less than the minimum wage to recover liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

94. At all relevant times, Defendants, and each of them, willfully failed to pay Plaintiffs the correct amount of compensation by failing to pay the minimum lawful hourly rate, failing to pay Plaintiffs for all hours worked including overtime, illegally not accurately recording time worked, and other reasons to be discovered.

95. In addition to the alter ego theory of liability for RON LEDWIN and PAOLA LEDWIN, as alleged throughout this Complaint, California Labor Code § 558.1 provides for personal liability for employers, and persons acting on behalf of an employer, who violate and/or cause to be violated the statute and related Industrial Welfare Commission Order provision at issue throughout this cause of action.

**TENTH CAUSE OF ACTION BY
PLAINTIFFS AGAINST ALL DEFENDANTS
VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(Cal. Labor Code §§ 2698 et seq.)**

1 96. Plaintiffs repeat, reallege, and incorporate all allegations throughout this
2 complaint as though set forth in full herein.

3 97. Plaintiffs have satisfied all prerequisites to serve as a representative to enforce
4 the penalty provisions of PAGA. Plaintiff, through duly appointed counsel, gave written notice
5 properly with the LWDA, Case No. LWDA-CM-896688-22 and the employer by certified mail,
6 informing them of the specific provisions of the California Labor Code that Defendants
7 violated, including the facts and theories that support the alleged violations.

8 98. Plaintiffs have not received notice from the LWDA that it intends to investigate
9 and has allowed sixty-five (65) days to elapse. Thus, Plaintiffs are permitted to commence this
10 civil action.

11 99. Plaintiffs thus seek, as a representative of the State of California, to recover all
12 penalties otherwise capable of being collected by the LWDA, or any of its departments,
13 divisions, commissions, boards, agencies, or employees.

14 100. This includes the civil fines applicable to Defendants' violations of the California
15 Labor Code §§ 204, 226(a), 226.7, 510, 512, 558, 1194 and 1197.

16 101. PAGA provides that for all provisions of the California Labor Code, except for
17 those for which a civil penalty is specifically provided, there is established a civil penalty of one
18 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
19 two hundred (\$200) for each aggrieved employee per pay period for each subsequent violation.
20 See Labor Code §2699(f).

21 102. Funds recovered under PAGA will be distributed as required by law, with 75%
22 of the civil fines being paid to the LWDA and 25% to the aggrieved employees.

23 103. Labor Code § 558(a) provides for a civil penalty that consists of both a penalty
24 and amount and any underpaid wages, with the underpaid wages going entirely to the affected
25 employee or employees as an express exception to the general rule that civil penalties recovered
26 in a PAGA action are distributed 75 percent to the LWDA and 25 percent to the aggrieved
27 employees. Thurman v. Bayshore Transit Management, Inc. (2102) 203 Cal.App.4th 1112,1114;
28 Lawson v. ZB, N.A. (2017) 18 Cal.App.5th 705, 717-718.

104. Plaintiffs and other current and former employees of Defendants are “aggrieved employees” under PAGA, as they were employed by Defendants on an hourly basis during the relevant period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on their behalf and on behalf of other current and former employees of Defendants, the civil penalties provided by PAGA, as well as attorney’s fees and costs for the prosecution of this action.

105. Plaintiffs seek to recover the PAGA civil penalties for violations of the following Labor Code provisions, as more thoroughly detailed throughout this Complaint, including in the PAGA Notice attached hereto as Exhibit 1, incorporated into this Complaint.

- a. Labor Code § 204: Defendants violated this section by failing to pay to Plaintiff, and other aggrieved employees, all of their earned wages within seven (7) days after the close of the pay period. Defendants still owed Plaintiff, and the other aggrieved employees, underpaid wages;
- b. Labor Code § 226(a): By underpaying, or failing to pay, Plaintiff, and other aggrieved employees in violation of Labor Code provisions for timely paid wages, meal break premiums, rest break premiums and wages upon discharge, Defendants have violated Labor Code § 226’s requirement to provide accurate wage statements.;
- c. Labor Code § 226: Defendants did not provide compliant meal and rest breaks to Plaintiff, and other aggrieved employees. Defendants failed to pay the one-hour premium required when they caused an aggrieved employee to miss a meal or rest break;
- d. Labor Code § 510: Defendants failed to pay Plaintiff, and other aggrieved employees, the required premiums for their overtime hours;
- e. Labor Code § 512: Defendants did not provide Plaintiff, and other aggrieved employees, with a thirty (30) minute uninterrupted meal period for each shift of at least five (5) hours, nor a second thirty (30) minute uninterrupted meal period for shifts exceeding ten (10) hours. Defendants failed to pay the one-

hour premium required when they caused an aggrieved employee to miss a meal break;

- f. Labor Code § 558: Defendants are liable to all aggrieved employees for violations of Labor Code §§ 500-558.1, which include civil fines and underpaid wages which must be paid to the affected employees;
- g. Labor Code § 1194: Defendants failed to pay Plaintiffs, and other aggrieved employees, the legal overtime compensation applicable to employees.
- h. Labor Code § 1194: Defendants failed to pay Plaintiffs, and other aggrieved employees, the legal minimum wage applicable to employees.

PRAYER

PLAINTIFFS PRAY for judgment against Defendant as follows:

As to the First Cause of Action:

- 1. A declaratory judgment that Defendants violated Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders 4-2001 by failing to provide meal and rest periods and failing to pay premium wages for missed meal and rest periods;
- 2. For unpaid premium wages for payment of missed meal and rest period compensation pursuant to Labor Code §§ 226.7, 512, in the amount of no less than \$40,674.00;
- 3. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any financial records relating to Plaintiffs' employment, restitution and other equitable relief as justice requires;
- 4. For costs under all applicable statutes alleged herein;

As to the Second Cause of Action:

- 5. For all penalties and an award of costs, interest and reasonable attorney fees in accordance with Labor Code § 201 – 203, including \$9,405.00 in waiting time penalties;
- 6. A declaratory judgment that Defendants violated Labor Code §§ 201- 203 by failing to provide Plaintiffs with all wages due at the time of his termination;

7. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any other financial records relating to Plaintiffs' employment, restitution and other equitable relief as justice requires;

As to the Third Cause of Action:

8. A declaratory judgment that Defendants violated Labor Code §1194 and §1194.2 by failing to pay all wages;

9. For unpaid wages as alleged herein, according to proof at time of trial;

10. For injunctive relief as justice requires, including an account of all hours worked, all wages paid and any financial records relating to Plaintiffs' employment, restitution and other equitable relief as justice requires.

11. For attorney's fees and costs under all applicable statutes allege herein;

As to the Fourth Cause of Action:

12. For payment of underpaid minimum wage compensation pursuant to Labor Code §1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in the amount according to proof at trial.

13. For penalties, interest, attorney's fees and costs under all applicable statutes alleged herein;

14. For injunctive relief as justice requires, including accounting of all hours worked, all wages paid and any financial records relating to Plaintiffs' employment, restitution and other equitable relief as justice requires;

As to the Fifth Cause of Action:

15. A declaratory judgment that Defendants violated Labor Code §510 and §1194 for failing to pay overtime wages for hours worked over eight hours per day, or forty hours per week;

16. For all unpaid overtime wages, according to proof at trial;

17. For all penalties and an award of costs, interest and reasonable attorney's fees in accordance with Labor Code §1194 and 1194.2;

1 18. For injunctive relief as justice requires, including accounting of all hours
2 worked, all wages paid and any financial records relating to Plaintiffs' employment,
3 restitution and other equitable relief as justice requires;

4 As to the Sixth Cause of Action:

5 19. For all penalties pursuant to Labor Code § 226 which is: (a) the greater of all
6 actual damages of \$4,000 (in the form of unpaid wages), or (b) the maximum penalty of
7 \$4,000 to each Plaintiff;

8 20. A declaratory judgment that Defendants violated Labor Code § 226 by failing
9 to provide Plaintiffs an accurate itemized wage statement;

10 21. For all costs and attorneys' fees pursuant to statute;

11 22. For injunctive relief as justice requires, including an accounting of all hours
12 worked, all wages paid and any financial records relating to Plaintiffs' employment,
13 restitution and other equitable relief as justice requires;

14 As to the Seventh Cause of Action:

15 23. For civil penalties in a sum according to proof, totaling at least \$1,500 per
16 Defendant (\$750 per Defendant for each Plaintiff);

17 24. For injunctive relief as justice requires, including an order for Defendants to
18 produce Plaintiffs' personnel files or any other injunctive relief that justice requires in order to
19 obtain compliance with Labor Code § 1198.5;

20 As to the Eighth Cause of Action:

21 25. For equitable relief in the form of an order requiring Defendants, its agents,
22 servants, and employees and all persons acting directly or indirectly, in concert with them, to
23 restore and disgorge all funds to Plaintiffs acquired by means of any act or practice declared
24 by this Court to be unlawful, unfair or fraudulent and therefore constituting unfair competition
25 under §17200 of the Cal. Business & Professions Code;

26 26. For all unpaid wages as alleged and detailed above;

27. For equitable relief in the form of an order and restitution in the form of an additional fourth year of recovery for unpaid wages as a result of Defendant's violation of California wage and hour laws mentioned herein.

As to the Ninth Cause of Action:

28. For payment of underpaid minimum wage compensation pursuant to Labor Code §1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in the amount according to proof at trial.

29. For penalties, interest, attorney's fees and costs under all applicable statutes alleged herein;

30. For injunctive relief as justice requires, including accounting of all hours worked, all wages paid and any financial records relating to Plaintiffs' employment, restitution and other equitable relief as justice requires;

As to the Tenth Cause of Action:

31. For an award of civil penalties, per each violation, pursuant to PAGA;

32. For an award of wages unpaid, or underpaid pursuant to Labor Code §§ 500-558.1, to be paid to the affected employees.

As to all claims for relief:

33. For attorneys' fees and costs under all applicable statutes alleged herein;

34. For all costs and disbursements incurred in this suit;

35. For pre and post judgment interest as allowed by law;

36. For such other and further relief as the Court deems just and proper

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial on all causes of action asserted herein.

Dated: September 26, 2022

Law Offices of Matthew Rabban, APC

BY:


Matthew Rabban, Esq.
Attorneys for Plaintiffs,
MARIA LOPEZ and DOMINGA VARGAS

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Exhibit 1



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matrabban@hotmail.com

July 21, 2022

Via Online Filing

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAFilings@dir.ca.gov

RE: Maria Lopez; et al. v. MAIDPRO LOS ANGELES, LLC; et al.

Dear Representative:

This office represents Maria Lopez (“Ms. Lopez”) and Dominga Vargas (“Ms. Vargas”) with respect to their claims arising out of their employment with MAIDPRO LOS ANGELES, LLC, Ron Ledwin, and Paola Ledwin (collectively, “Employer”). The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. Ms. Lopez and Ms. Vargas can be classified as “aggrieved employee[s]” as defined by Labor Code sections 2699, et seq, due to Defendants’ numerous violations of the Labor Code as set forth below.

Ms. Lopez and Ms. Vargas intend to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Ms. Lopez and Ms. Vargas are seeking penalties on behalf of the State of California and similarly aggrieved current/former non-exempt employees of Employer who were paid in violation of California labor law in the State of California (“Aggrieved Employees”).

Ms. Lopez and Ms. Vargas were employed by Employer from approximately April 2019 through September 2021. Ms. Lopez and Ms. Vargas were not compensated as required by applicable law including the California Labor Code, as outlined throughout this complaint.

As outlined below and throughout this complaint, Employer deprived Ms. Lopez and Ms. Vargas and other Aggrieved Employees of certain protections of the Labor Code and Industrial Commission Orders, including overtime pay, minimum wage, meal and rest periods, and failure to reimburse under Labor Code 2802, among numerous other

California Labor Code violations.

1. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS

As to each pay period, the timing of payments has been violated since Ms. Lopez, Ms. Vargas and Aggrieved Employees were not paid all the wages they were owed (overtime wages, meal and rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Ms. Lopez, Ms. Vargas and Aggrieved Employees will therefore seek PAGA default penalties and California Labor Code sections 210 and 1199 penalties; and attorneys' fees and costs.

2. TIMING OF FINAL PAYMENT UPON TERMINATION

Employer failed to timely pay Ms. Lopez, Ms. Vargas and Aggrieved Employees all wages due at the end of their employments because Ms. Lopez, Ms. Vargas and Aggrieved Employees were not paid all wages, including but not limited to overtime wages, and meal and rest period premium wages, as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1, 1199, and 2699(f)(2) penalties; and attorney's fees and costs.

3. OVERTIME WAGE VIOLATIONS

Employer's payroll policies and/or practices resulted in Ms. Lopez and Ms. Vargas, as well as other Aggrieved Employees, not being compensated for all overtime hours and double-time worked. Accordingly, Employer violated the applicable Wage Order No. 5, California Labor Code sections 510(a) and 1198. Ms. Lopez and Ms. Vargas and other Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 5; Labor Code 558 penalties; and attorneys' fees and costs.

4. MEAL PERIOD VIOLATIONS

Employer violated the applicable Wage Order including but not limited to Paragraph 11 of Wage Order No. 5, as Employer failed to provide Ms. Lopez and Ms. Vargas and other Aggrieved Employees with all statutorily-mandated meal periods due to Employer's unlawful meal policies and/or practices, which (1) failed to provide Ms. Lopez and Ms. Vargas and other Aggrieved Employees an uninterrupted 30-minute meal period

before the end of their fifth hour of work, and (2) failed to provide Ms. Lopez and Ms. Vargas and other Aggrieved Employees a second uninterrupted 30-minute meal period before the end of their tenth hour of work. As such, Employer also violated California Labor Code § 226.7(a), 512(a) and 1198.

Ms. Lopez and Ms. Vargas, and other Aggrieved Employees, did not receive the premium pay for the meal periods which were not provided to them.

Ms. Lopez and Ms. Vargas, and other Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; California Labor Code § 558 and 1198 penalties; and attorneys' fees and costs.

5. REST PERIOD VIOLATIONS

Employer also failed to authorize or permit provide Ms. Lopez and Ms. Vargas and other Aggrieved Employees to take all required rest periods, due to Employer's practices and/or policies, which failed to authorize and permit Ms. Lopez and Ms. Vargas and other Aggrieved Employees to take rest breaks when they worked more than four (4) hours or a major fraction thereof. Employers required Ms. Lopez and Ms. Vargas and other Aggrieved Employees to work through their rest periods and in the event a rest period was taken, it was often interrupted. Accordingly, Employer violated Wage Order No. 5, California Labor Code § 226.7(a), 512(a) and 1198.

Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Ms. Lopez and Ms. Vargas and other Aggrieved Employees with an hour of pay at their regular rate for each rest period violation, as required.

Ms. Lopez and Ms. Vargas and other Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; California Labor Code § 558 and 1198 penalties; and attorneys' fees and costs.

6. RECORD KEEPING VIOLATIONS

Employer has no accurate records relating to Ms. Lopez and Ms. Vargas and other Aggrieved Employees' work periods, meal periods, rest periods, total daily hours worked, total hours worked per payroll period and applicable pay rates. Accordingly, Employer violated the applicable Wage Order No.5, California Labor Code § 1198 and 1174(d).

Ms. Lopez and Ms. Vargas and other Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage

Order No.5, and/or other applicable Wage Orders; California Labor Code § 1174.5 penalties; and attorney's fees and costs.

7. UNLAWFUL FAILURE TO REIMBURSE EXPENSES

Employer has failed to indemnify or reimburse, Ms. Lopez and Ms. Vargas and other Aggrieved Employees for all necessary expenditures or losses incurred by Ms. Lopez and Ms. Vargas and other Employees. Furthermore, Employer required that Ms. Lopez and Ms. Vargas and other Aggrieved Employees pay for cleaning products in discharge of their duties by Employer. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Employer failed to reimburse Ms. Lopez and Ms. Vargas and other Aggrieved Employees for expenses incurred in purchasing cleaning products.

Ms. Lopez, Ms. Vargas and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code § 558, 2802, and 2698 et seq. penalties; and attorney's fees and costs.

8. PAYCHECK STUB VIOLATIONS

Employer knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Lopez and Ms. Vargas and the other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, and total meal and rest premium wages, in violation of Labor Code § 226 *et seq.*

Employer's failure to furnish Ms. Lopez and Ms. Vargas and the other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of all the information necessary to identify discrepancies in Employer's reported data.

Ms. Lopez and Ms. Vargas and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, and 1199 penalties; and attorney's fees and costs.

CONCLUSION

Employer has violated or has caused to be violated a number of California wage and hour laws. Ms. Lopez and Ms. Vargas therefore intend to file civil claims for the

aforementioned violations of the Labor Code and other law. Ms. Lopez and Ms. Vargas request that the agency review this notice per PAGA's provisions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew Rabban', with a long horizontal flourish extending to the right.

Matthew Rabban, Esq.

Attorney for the Aggrieved Employees

Notice Provided to Employer via Certified Mail

(Tracking No. 9407 1118 9876 5876 9038 18)

MaidPro Los Angeles, LLC
c/o Paula Ledwin
1301 W. 2nd Street, Suite 107
Los Angeles, CA 90026

Agent for Service of Process