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ALAMEDA COUNTY

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF ALAMEDA

14
15 VILMA ZENELAJ AND GRETA ZENELAJ,
16 individually and on behalf of others similarly
situated,

17 Plaintiffs,

18 vs.

19 HANDYBOOK, INC., also known as
20 HANDYBOOK TECHNOLOGIES, INC.,
CORPORATION (dba HANDY) AND DOES 1
21 through 100, inclusive,

22 Defendants.

Case No.: Case #

RG 14746429

CLASS ACTION

COMPLAINT FOR DAMAGES

- (1) FAILURE TO PAY OVERTIME WAGES (CAL. LAB. CODE §§ 204, 510, 1194 and I.W.C. WAGE ORDERS NO. 5-2001, 15-2001);
- (2) FAILURE TO PAY MINIMUM WAGE (CAL. LAB. CODE §§ 1194, 1197, 1197.1 and I.W.C. WAGE ORDERS NO. 5-2001, 15-2001);
- (3) FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES (CAL. LAB. CODE § 2802);
- (4) FAILURE TO PROVIDE MEAL PERIODS (CAL. LAB. CODE §§ 226.7, 512 and I.W.C. WAGE ORDER NO. 5-2001, 15-2001);
- (5) FAILURE TO PROVIDE REST PERIODS (CAL. LAB. CODE § 226.7 and I.W.C. WAGE ORDER NO. 5-2001, 15-2001);

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- (6) FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LAB. CODE § 226);
- (7) FAILURE TO PAY EARNED WAGES UPON DISCHARGE (CAL. LAB. CODE §§ 201-203);
- (8) FAILURE TO REMIT GRATUITIES (CAL. LAB. CODE § 351 and UCL, and Tortious Interference with Prospective Economic Advantage);
- (9) UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§ 17200-17208 and CAL. LAB. CODE § 1199, 2699.5);
- (10) PAGA CLAIM FOR CIVIL PENALTIES (LABOR CODE § 2698 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiffs Vilma Zenelaj and Greta Zenelaj (collectively referred to as the "Plaintiffs"), on
2 behalf of themselves and all other persons similarly situated, complain and allege as follows:

3 **I. INTRODUCTION**

4 1. Plaintiffs bring this class action on behalf of themselves and all of the Cleaning
5 Professionals (collectively referred to as "Cleaners") employed by Defendants Handybook, Inc., and
6 DOES 1-100 (collectively referred to "Handy" or "Defendants") in California (collectively referred as
7 "Class Members") from the date four years prior to the filing of this Complaint through the date of trial
8 in this action.

9 2. Handy violates California law by misclassifying Cleaners as independent contractors
10 when they are, in fact, employees. Due to this unlawful misclassification of Cleaners, Handy has
11 violated numerous provisions of the California Labor Code, including failure to compensate Class
12 Members for all overtime hours worked despite the fact that Plaintiffs and Class Members regularly
13 work overtime, failure to pay a minimum wage for all hours worked, failure to provide meal and rest
14 periods, failure to pay all earned wages at the conclusion of employment, failure to adequately
15 reimburse Class Members for business expenditures incurred and required by their jobs, failure to
16 remit gratuities to Class Members, and failure to furnish timely statements accurately showing, among
17 other things, the total hours Class Members worked during each pay period. Plaintiffs also allege that
18 these acts, which violate the California Labor Code, constitute predicate unlawful and unfair business
19 practices in violation of the California Unfair Competition Laws. Plaintiffs also claim civil penalties
20 for the above acts, which violate the California Labor Code, under the Private Attorneys General Act
21 ("PAGA"), Cal. Labor Code § 2698 *et seq.*

22 3. In this action, Plaintiffs, on behalf of themselves and all Class Members, seek unpaid
23 overtime compensation, unpaid minimum wages, wages for missed meal and rest periods,
24 reimbursement for required business expenses, unpaid gratuities, statutory penalties, restitution,
25 declaratory and injunctive relief, attorneys' fees and costs, prejudgment interest, and other relief under
26 California Industrial Welfare Commission (I.W.C.) Wage Order 5-2001, 8 Cal. Code of Reg. § 11050
27 ("Wage Order 5-2001"), California I.W.C. Wage Order 15-2001, 8 Cal. Code of Reg. § 11150 ("Wage
28 Order 15-2001"), California Labor Code ("Labor Code") §§ 201, 202, 203, 204(a), 226, 226.7, 351,

1 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2699.5, 2802, California Code of Civil Procedure
2 (“CCP”) § 1021.5, California Business and Professions Code §§ 17200 *et seq.* (“UCL”), and California
3 common law.

4 4. The “Class Period” is designated as the time from four years prior to the filing of this
5 Complaint through the trial of this action based upon the allegation that the violations of the Labor
6 Code and UCL, as described more fully below, have been ongoing since at least four years prior to the
7 date of the instant Complaint in this action and are continuing. On information and belief, since Handy
8 has operated in California for less than four years, the Class Period covers the entire period during
9 which Handy, including Exec, which was a California-based company that Handy acquired in 2014,
10 has operated in California.

11 5. During the Class Period, Handy has had a consistent policy and/or practice of:
12 (1) misclassifying Cleaners as independent contractors instead of properly classifying them as
13 employees; (2) permitting, encouraging, and/or requiring Cleaners to work in excess of eight hours per
14 day and/or in excess of forty hours per week without paying them overtime compensation as required
15 by California state wage and hour laws; (3) failing to pay Cleaners a minimum wage for all hours
16 worked; (4) failing to provide Cleaners with adequate off-duty meal periods of at least one half hour
17 for every five hours worked; (5) failing to provide Cleaners with adequate off-duty rest periods of at
18 least ten minutes for every four hours or major fraction thereof worked; (6) willfully failing to pay
19 compensation owed (including unpaid overtime and meal and rest period compensation) in a prompt
20 and timely manner to Plaintiffs and other Class Members whose employment with Handy terminated;
21 (7) requiring Plaintiffs and Class Members to incur business-related expenses as Cleaners, but failing
22 to fully reimburse them for these costs; (8) knowingly and intentionally failing to furnish timely
23 itemized statements accurately showing the total hours worked by or hourly rate paid to Plaintiffs and
24 Class Members; and (9) failure to remit gratuities to Plaintiffs and Class Members.

25 6. Handy has misclassified all of its Cleaners as independent contractors when they are, in
26 fact, employees in violation of Wage Order 5-2001 §§ 2(E), 2(F), 2(H) and 3; Wage Order 15-2001 §§
27 2(E), 2(F), 2(G), and 3; and, California common law.
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1 7. Handy has treated all of its Cleaners as exempt from the California overtime pay
2 requirements and has refused to pay Class Members overtime pay for overtime work, notwithstanding
3 the fact that all such Cleaners are non-exempt employees and entitled to overtime pay under
4 California's wage and hour laws, including Labor Code §§ 510 and 1194 and Wage Order No. 5-2001,
5 15-2001.

6 8. During the class period, Handy has failed to maintain a policy that compensates Handy
7 Cleaners an amount equal to or greater than the minimum wage for all hours worked, as required by
8 California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Orders 5-
9 2001 and 15-2001. All hours must be paid at the statutory or agreed rate and no part of this rate may be
10 used as a credit against a minimum wage obligation. For example, Handy does not compensate the
11 Cleaners for time spent driving between jobs. Handy only paid its Cleaners for time spent at each job
12 site. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare
13 Commission Wage Orders 5-2001 and 15-2001 for failure to pay minimum wage, Handy is liable for
14 civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

15 9. During the Class Period, Handy has failed to provide Cleaners with an uninterrupted,
16 off-duty thirty (30) minute meal break for each five (5) hours a day worked as required by Labor Code
17 §§ 226.7 and 512 and Wage Order No. 5-2001, 15-2001.

18 10. During the Class Period, Handy has failed to provide Cleaners with an uninterrupted
19 paid ten (10) minute rest break for each four (4) hours or major fraction thereof worked per day as
20 required by Labor Code § 226.7 and No. 5-2001, 15-2001.

21 11. During the Class Period, Handy has willfully failed and refused to timely pay wages to
22 former Cleaners at the conclusion of their employment, in violation of Labor Code §§ 201-203.

23 12. During the Class Period, Handy has required its Cleaners to incur reasonable and
24 necessary business expenses in the course of completing their job duties, but has refused to completely
25 reimburse Cleaners for these work costs, in violation of Labor Code § 2802.

26 13. During the Class Period, Handy knowingly and intentionally has not furnished each of
27 its Cleaners with timely itemized wage statements accurately showing, among other things, total hours
28 worked or applicable hourly rate paid, as required by Labor Code § 226. Each Cleaner is owed fifty

1 dollars (\$50) for the initial pay period in which Handy failed to provide a statement showing total
2 hours worked and one hundred dollars (\$100) for each subsequent pay period, up to a total of four
3 thousand dollars (\$4000).

4 14. During the Class Period, Handy has informed customers that gratuity is included in the
5 price of service, but it has not remitted gratuities to Cleaners, in violation of Labor Code §351,
6 enforceable pursuant to Cal. Bus. & Prof. Code § 17200 *et. seq.* Handy is also liable for tortious
7 interference with Cleaners' prospective economic advantages based on its failure to remit gratuities, or,
8 in the alternative, for Handy's false claims that tip is included in the price.

9 15. Accordingly, Handy has violated the UCL, with the violations of the California wage
10 and hour laws described above. In addition, Plaintiffs have claims for civil penalties under PAGA.

11 II. JURISDICTION

12 16. This Court has jurisdiction over Plaintiffs' and Class Members' claims for unpaid
13 overtime wages under Labor Code § 1194.

14 17. This Court has jurisdiction over Plaintiffs' and Class Members' claims for unpaid
15 minimum wage under Labor Code §§ 510, 1194 and I.W.C. Wage Orders No. 5-2001, 15-2001.

16 18. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to
17 provide meal periods under Labor Code § 226.7 and I.W.C. Wage Orders No. 5-2001, 15-2001.

18 19. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to
19 provide rest periods under Labor Code § 226.7 and I.W.C. Wage Orders No. 5-2001, 15-2001.

20 20. This Court has jurisdiction over Plaintiffs' and Class Members' claims for penalties for
21 failure to pay wages of discharged employees under Labor Code § 203.

22 21. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to
23 reimburse necessarily and reasonably incurred business expenses under Labor Code § 2802.

24 22. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to
25 furnish timely and accurate wage statements under Labor Code § 226.

26 23. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to
27 remit gratuities under Labor Code § 351, enforceable pursuant to Cal. Bus. & Prof. Code § 17200 *et.*
28 *seq.*, and under tortious interference with prospective economic advantage.

1 24. This Court has jurisdiction over Plaintiffs' claims for injunctive relief and restitution of
2 unpaid wages and other ill-gotten benefits arising from Defendants' unlawful and/or unfair business
3 practices under Business and Professions Code §§ 17203 and 17204 and Labor Code §1199, 2699.5.

4 25. This Court has jurisdiction over Plaintiffs' claims for civil penalties under the Private
5 Attorneys General Act ("PAGA"), Cal. Labor Code § 2698 *et seq.*

6 III. VENUE

7 26. Venue is proper because Handy's principal place of business is in New York, is
8 incorporated under the laws of Delaware, does business in Alameda County, and has not registered a
9 California place of business with the California Secretary of State. As such, venue is proper in any
10 county of California.

11 IV. PARTIES

12 Plaintiffs

13 27. Plaintiffs Vilma Zenelaj ("Vilma") and Greta Zenelaj ("Greta") are sisters who
14 currently reside in Brentwood, California, which is located in Los Angeles County, California. Vilma
15 was employed as a "Handy Professional" between approximately April 16, 2014 and June 19, 2014.
16 Greta was employed as a "Handy Professional" between approximately April 16, 2014 and July 2,
17 2014. While employed as Cleaners, Plaintiffs worked in Los Angeles County, where they procured
18 cleaning jobs through Handy's mobile phone application ("app") platform. Handy unilaterally
19 terminated Vilma's indefinite employment relationship with the company on or about June 19, 2014.
20 Handy unilaterally terminated Greta's indefinite employment relationship with the company on or
21 about July 2, 2014.

22 Defendant

23 28. Plaintiffs allege that Defendant Handy is a privately held company providing Cleaners,
24 including cleaners and handymen, to clean homes, offices and rental apartments. Handy's headquarters
25 is in New York, New York, and Handy is incorporated in Delaware. Handy is registered as a foreign
26 business corporation in New York under the name Handybook, Inc. Handy is incorporated in Delaware
27
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1 under the name Handybook Technologies, Inc. Handybook, Inc. and Handybook Technologies, Inc. do
2 business as "Handy."

3 29. Handy began operating in Boston, Massachusetts and New York, New York in 2012.
4 Upon information and belief, Handy currently operates in at least twenty-six cities. Plaintiffs are
5 informed and believe, and based thereon allege, that in California, Handy operates in the East Bay of
6 the San Francisco Bay Area, San Francisco, the South Bay of the San Francisco Bay Area, San Jose,
7 Orange County, Sacramento, Los Angeles, and San Diego.

8 30. Handy acquired Exec, which was a company based in San Francisco that offered home
9 cleaning services, in January 2014. Exec entered the home cleaning business at some time between
10 February and May 2012. At the time that Handy acquired Exec, under information and belief,
11 Plaintiffs became employees of Handy. Upon information and belief, Handy has assumed
12 responsibility for all preexisting liabilities of Exec, including Plaintiffs' claims in this action.

13 31. The true names and capacities, whether individual, corporate, associate, or otherwise of
14 Defendant sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who
15 therefore sue Defendant by fictitious names under Code of Civil Procedure § 474. Plaintiffs are
16 informed and believe, and based thereon allege, that each of the Defendants designated herein as a
17 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek
18 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
19 designated hereinafter as DOES when such identities become known.

20 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants acted in
21 all respects pertinent to this action as the agents of the other DOE defendants, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
23 legally attributable to the other Defendants.

24 33. Plaintiffs are informed and believe, and based thereon alleges, that Handy employs over
25 forty Cleaners in the state of California.

26 **V. FACTUAL BACKGROUND**

27 34. Plaintiffs are informed and believe, and based thereon allege, that Handy has operated,
28 and at all times during the Class Period has conducted business, as an employer of home and office

1 Cleaners in the state of California. Simply put, Handy directs Cleaners to private homes, offices, and
2 rental apartments to provide home and office cleanings.

3 35. Plaintiffs are informed and believe, and based thereon allege, that there is an application
4 process to become a Cleaner. The application process includes a background check and an in-person
5 interview. Applicants are informed that a requirement to be a Cleaner for Handy is availability for at
6 least five cleanings jobs per week. Cleaners must also complete a cleaning under the observation of an
7 evaluator from Handy.

8 36. Plaintiffs are informed and believe, and based thereon allege, that Handy uses a mobile
9 phone application (“Handy’s app”) and its website, www.Handy.com, to schedule home and office
10 cleaning jobs. People who seek to have their home, office, or rental apartment cleaned (“Customers”)
11 enter their zip code, the number of rooms in their house or office, and the cleaning start time. Handy
12 recommends a total cleaning time to the Customer, the Customer chooses the total cleaning time, and
13 then Handy quotes a price to the Customer. Handy tells Customers that tax and tip are included in the
14 price of the cleaning job. If the Customer accepts the price quote, Handy charges the Customer’s credit
15 card for the service.

16 37. The Cleaners book cleaning jobs through the Handy app. The Handy app lists some of
17 the available jobs, the city of the home or office (but not the full address), total cleaning time, and pay.
18 The Cleaner does not receive the specific address until the job is accepted. Once the cleaning job is
19 accepted, the Cleaners are required to complete the cleaning. Three days after the cleaning job, Handy
20 pays the Cleaner unless there is a complaint from the Customer.

21 38. Plaintiffs are informed and believe, and based thereon allege, that Cleaners are paid
22 between fifteen and twenty-two dollars per hour for the time they spend in either a home or office
23 cleaning. Handy tells Cleaners that in order to receive an increased hourly rate they need to receive
24 high customer ratings and do a sufficient volume of jobs. Handy designates the highest paying jobs –
25 last minute jobs – to those Cleaners who work the most number of jobs.

26 39. Plaintiffs are informed and believe, and based thereon allege, that Handy does not remit
27 tips to Cleaners despite informing customers that tax and tip are included when the Customer
28 purchases the cleaning.

1 40. Plaintiffs are informed and believe, and based thereon allege, that Handy bars Cleaners
2 from accepting jobs from Customers unless the Customer purchases the cleaning only from Handy.

3 **A. Employment Relationship Between Handy and Cleaners and Handy's Uniform**
4 **Misclassification of Cleaners as Independent Contractors.**

5 41. Plaintiffs are informed and believe, and based thereon allege, that Handy exercises
6 extensive control over the manner and means by which Cleaners perform their jobs. Examples of this
7 control include, but are not limited to, Handy's ability to terminate Cleaners at will, Handy's
8 prohibition against cleaners hiring other people to assist in the cleaning jobs, Handy's control over the
9 location (except for the name of the city) of the cleaning job, and Handy's control of the amount
10 charged to the customer.

11 42. Plaintiffs are informed and believe, and based thereon allege, that Handy's provision of
12 training and instructions on how its Cleaners should complete their tasks (*i.e.* Handy gives cleaners an
13 extensive Handy-labeled checklist for Cleaners to present to customers and instructs Cleaners what to
14 clean and in what order), mandates which supplies to bring to each cleaning, monitoring and tracking
15 of performance, and counseling of underperforming Cleaners to meet Handy's expectations.

16 43. Plaintiffs are informed and believe, and based thereon allege, that Handy controls the
17 distribution of daily assignments to Cleaners, including disclosing to the Cleaner the specific address
18 of the assignment only after the Cleaner agrees to accept the general city and time of day that the
19 assignment will occur. Cleaners lack control over the specific homes they can clean because Handy
20 does not disclose to the Cleaners information (other than the name of the City) about the home before
21 the Cleaners are committed to a particular cleaning job. As a result, when deciding which assignments
22 to accept, Cleaners cannot determine whether there are safety concerns in that home, factor in how
23 dirty the home or office is, and whether the client is likely to become a repeat customer.

24 44. In addition, Cleaners do not have discretion to pick and choose their cleaning tasks or
25 create their plan of action at the customer's home or office. Rather, Cleaners must adhere to Handy's
26 cleaning checklist.

27 45. Cleaners are required to follow numerous company guidelines, procedures, and/or
28 protocols in completing their job, which include, among others, (1) how to dress, including a mandate

1 to wear clothing containing a Handy insignia, (2) what to specifically communicate to the Customer in
2 the event the Cleaner arrives early, (3) when to knock/ring the doorbell, (4) how to announce the
3 Cleaner's arrival, including identifying that the Cleaner is with Handy (even if no one responds to the
4 doorbell/knock), (5) whether the Cleaner should ask whether he should take off his shoes (Handy
5 directs Cleaners to always ask), (6) whether the Cleaner must shake the Customer's hands when they
6 arrive at the home or office (always), (7) how to tailor communications with customers, (8) how to
7 interact with the customer once the Cleaner has shaken hands with the Customer but before the
8 cleaning has begun, (9) how to use the bathroom, (10) whether or not Cleaners can accept personal
9 phone calls while on the job (never), (11) whether Cleaners can hire or otherwise bring anyone to help
10 them complete the job (never), and (12) under what circumstances a Cleaner can, and cannot, listen to
11 music while performing her job duties.

12 46. Plaintiffs are informed and believe, and based thereon allege, that Handy has the
13 exclusive control over the price and length of time for each cleaning job. Cleaner compensation
14 amounts and terms are not negotiable. Handy designates the highest paying jobs – last minute jobs – to
15 those Cleaners who work the most number of jobs. The Cleaners can neither negotiate the price nor the
16 length of cleaning. When the length of cleaning is decided, the Cleaners have no input. Also, Handy
17 prevents the Cleaners from negotiating the length of the cleaning time with the Customers.

18 47. Because the Cleaners can neither negotiate cleaning time nor have input into the length
19 of cleaning, Handy controls the quality of the cleaning job. For example, the more time that a Cleaner
20 has to complete a cleaning job, the more likely the quality of the cleaning job will increase.

21 48. Plaintiffs are informed and believe, and based thereon allege, that Cleaners are an
22 integral part of Handy's business of providing cleaning services, among other services, to its
23 customers.

24 49. Plaintiffs are informed and believe, and based thereon allege, that the Cleaners are
25 required to use certain cleaning supplies, which have higher costs than other cleaning supplies.

26 50. Plaintiffs are informed and believe, and based thereon allege, that the skills required of
27 Cleaners in rendering services to Handy are such that those services can be, and generally are,
28 performed by employees, rather than by specially skilled independent workers.

1 51. As a result of the control exercised by Handy over the work performed by Plaintiff and
2 the other Cleaners, an employer-employee relationship exists and has existed at all times material to
3 this action between Handy and each Class Member.

4 **B. Handy's Uniform Misclassification of Cleaners as "Independent Contractors."**

5 52. Plaintiff is informed and believes, and based thereon alleges, that Handy uniformly
6 misclassifies all of its Cleaners as independent contractors when they are, in fact, employees.

7 53. Plaintiff is informed and believes, and based thereon alleges, that Handy has a "Rules &
8 Polices" document that is given to all of the Cleaners.

9 54. Plaintiff is informed and believes, and based thereon alleges, that the Rules & Policies
10 were drafted exclusively by Handy and/or its legal counsel.

11 55. The Rules & Polices provide, among other things, that:

- 12 a. Handy retains the right to unilaterally terminate the Cleaners at any time;
13 b. The Cleaners must bring all required cleaning supplies to every single job.

14 56. Plaintiff is informed and believes, and based thereon alleges, that Handy has an
15 "Important Reminders" document that is given to all of the Cleaners.

16 57. Plaintiff is informed and believes, and based thereon alleges, that the Important
17 Reminders document was drafted exclusively by Handy and/or its legal counsel.

18 58. The Important Reminders provide, among other things, that:

19 a. Cleaners are required to do certain tasks, including taking out the trash, folding
20 laundry, and completing the "Handybook Checklist," which has Handybook's name on the top of it,
21 and leave this checklist for the Customer.

22 b. Handy requires Cleaners to bring specific supplies to every cleaning job;

23 59. Plaintiff is informed and believes, and based thereon alleges, that Handy has a "Home
24 Cleaning Routine" document that is given to all of the Cleaners.

25 60. Plaintiff is informed and believes, and based thereon alleges, that the Home Cleaning
26 Routine was drafted exclusively by Handy and/or its legal counsel.

27 61. The Home Cleaning Routine provides, among other things, that:

28 a. The Cleaners must wear either a Handybook polo or apron;

- 1 b. That Cleaners must wear pants and the pants must be “appropriate;”
2 c. When the Cleaner arrives at the cleaning job, the Cleaner must state that their
3 name followed by “from Handybook;”
4 d. The Cleaners must “Thank [the customer] for using Handybook!”
5 e. Cleaners are prohibited from making any personal phone calls during the
6 cleaning job;
7 f. Cleaners are prohibited from bringing any other person to the cleaning job.
8 g. Cleaners are permitted to listen to music only with headphones and only when
9 the Customer states that the Cleaner can listen to music with headphones;

10 62. Handy has a Terms of Use that it states applies to all of the Cleaners.

11 63. Plaintiff is informed and believes, and based thereon alleges, that the Terms of Use was
12 drafted exclusively by Handy and/or its legal counsel.

13 64. Plaintiff is informed and believes, and based thereon alleges, that the Terms of Use
14 purports to classify the Cleaners as independent contractors to conceal the true employment
15 relationship between Handy and its Cleaners.

16 65. The Terms of Use provides, among other things, that: Handy retains the right to
17 unilaterally terminate the Cleaners at any time and with or without cause.

18 66. Plaintiff is informed and believes, and based thereon alleges, that the Terms of Use is
19 and at all times mentioned herein has been a contract of adhesion, drafted by Handy, and used by
20 Handy. Plaintiff is informed and believes, and on that basis alleges, that no Cleaner has negotiated with
21 Handy over the terms or conditions contained in the Terms of Use, and that Handy offers its Cleaners
22 no meaningful choice of terms.

23 67. Plaintiff is informed and believes, and based thereon alleges, that Handy has a “Home
24 Cleaning Routine” document that is given to all of the Cleaners.

25 68. Plaintiff is informed and believes, and based thereon alleges, that the Home Cleaning
26 Routine was drafted exclusively by Handy and/or its legal counsel.

27 69. The Home Cleaning Routine provides, among other things, that:
28

1 a. The Cleaners must complete certain tasks in each of four different parts of the
2 house, such as the bathrooms, and there is a total of twenty-eight required tasks;

3 b. The Cleaners must start the cleaning job with laundry, the dishwasher, the
4 kitchen, and the bathroom;

5 70. Plaintiff is informed and believes, and based thereon alleges, that, during the Class
6 Period, Handy illegally misclassified its Cleaners as independent contractors when they were, in fact
7 employees as defined by Wage Order 5-2001 §§ 2(E), 2(F), 2(H) and 3; Wage Order 15-2001 §§ 2(E),
8 2(F), 2(G), and 3; and, California common law.

9 **C. Facts Related to Cleaners' Other Claims.**

10 71. Plaintiffs are informed and believe, and based thereon allege, that Cleaners regularly
11 work beyond eight hours in a day or forty hours in a week in order to complete their cleanings,
12 including driving from one cleaning to another.

13 72. Plaintiffs are informed and believe, and based thereon allege, that Handy's Cleaners
14 spend part of their work time cleaning homes and offices.

15 73. In addition, Cleaners spend time completing work tasks required by Handy that include,
16 but are not limited to preparing in advance for customer assignments, communicating with customers
17 via text and phone calls, communicating with Handy supervisors via email, text and phone calls, and
18 submitting completed assignment information to Handy.

19 74. Cleaners also spend time traveling between the homes and offices that they clean.

20 75. Cleaners must attend an orientation.

21 76. Plaintiffs are informed and believe, and based thereon allege, that Handy compensates
22 Cleaners between fifteen and twenty-two dollars an hour for the time they spend either in the home or
23 office cleaning. Handy does not pay Cleaners any other form of compensation beyond this hourly rate
24 for time spent cleaning in the home or office. Cleaners regularly work over eight hours per day and
25 over forty hours per week including time spent at the home or office cleaning, time spent driving to
26 and from each cleaning, and time spent completing other work tasks required by Handy including
27 logging onto the platform and making phone calls, texts, and sending emails before and after cleanings.
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1 77. Plaintiffs and Class Members are, and at all relevant times were, covered by Wage
2 Orders No. 5-2001, 15-2001. Throughout the Class Period, section 3 of the Wage Orders, along with
3 Labor Code § 510, required employers to pay employees one-and-one-half times their normal hourly
4 rate for hours worked in excess of eight per day and in excess of forty per week, and at twice the
5 normal hourly rate for hours worked in excess of twelve per day and eight on the seventh day worked
6 in a work week. However, Plaintiffs are informed and believe, and based thereon allege, that Handy
7 has had a policy and/or practice of failing to compensate Cleaners for all overtime hours worked.

8 78. Plaintiffs are informed and believe, and based thereon allege, that Handy does not
9 maintain a policy that compensates Handy Cleaners an amount equal to or greater than the minimum
10 wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and Industrial
11 Welfare Commission Wage Orders 5-2001 and 15-2001. For example, Handy does not compensate its
12 Cleaners for time spent driving between jobs. Handy only pays its Cleaners for time spent at each job
13 site. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare
14 Commission Wage Orders 5-2001 and 15-2001 for failure to pay minimum wage, Handy is liable for
15 civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

16 79. Plaintiffs are informed and believe, and based thereon allege, that Handy does not
17 provide Cleaners with a thirty minute, duty-free meal break. Handy has no policy of providing
18 Cleaners with a thirty minute, duty-free meal break within the first five work hours in a work day or a
19 second 30-minute, duty-free meal break after ten hours worked in a worked day. Due to the volume of
20 scheduled work assignments and the associated travel time, Cleaners regularly either skip their lunches
21 altogether, continue to work while eating their lunches, or take their lunches only after they have
22 worked more than five or ten hours in that workday.

23 80. Plaintiffs are informed and believe, and based thereon allege, that Handy does not
24 provide Cleaners with two ten minute, duty-free paid rest breaks during each workday. Handy has no
25 policy of providing Cleaners with a ten minute, duty-free rest break for every four hours or major
26 fraction thereof worked during a workday. Due to the volume of scheduled work assignments and the
27 associated travel time, Cleaners regularly do not receive their statutorily required rest breaks.

28

1 81. Plaintiffs are informed and believe, and based thereon allege, that Handy does not
2 properly compensate Handy Cleaners for hours worked in excess of eight in a day and forty in a week,
3 as well as for missed meal periods. Accordingly, Handy violated California Labor Code § 204(a),
4 which requires that employers pay “*all wages* [. . .] twice during each calendar month on days
5 designated in advance by the employer as the regular paydays” (emphasis added). As a result, Handy is
6 liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

7 82. During the Class Period, Handy has failed to keep payroll records showing total hours
8 worked and wages paid to employees. Under California Labor Code § 1174(d), employers must keep
9 “payroll records showing the hours worked daily by and the wages paid to . . . employees [. . .].”
10 Because Handy did not keep accurate time records reflecting hours worked for Handy Cleaners, it is
11 liable for civil penalties pursuant to California Labor Code § 2698 *et seq.* To the extent that Handy’s
12 failure to keep accurate payroll records was willful, it is liable for civil penalties under California
13 Labor Code § 1174.5.

14 83. Plaintiffs are informed and believe, and based thereon allege, that Handy does not fully
15 reimburse Cleaners for all reasonable and necessary business expenditures they incurred while
16 completing their job duties as required by Labor Code 2802. Cleaners regularly incur reasonable and
17 necessary business expenditures in the course of completing their duties, which include, but are not
18 limited to, wear and tear on personal vehicles used to transport them between cleaning jobs, fuel for
19 those same personal vehicles, parking personal car insurance coverage, purchasing a cellular phone,
20 monthly cellular phone voice and data plans, and cleaning supplies. Cleaners necessarily and
21 reasonably incurred these expenditures, but Handy refused to fully reimburse Cleaners for these
22 business costs.

23 84. Plaintiffs are informed and believe, and based thereon allege, that Handy does not keep
24 payroll records showing total hours worked and wages paid to employees. Because Handy did not keep
25 accurate time records reflecting hours worked for Handy Cleaners, it is liable for civil penalties
26 pursuant to California Labor Code § 2698 *et seq.* To the extent that Handy’s failure to keep accurate
27 payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.
28

1 85. Plaintiffs are informed and believe, and based thereon allege, that Handy intentionally
2 and knowingly does not furnish Cleaners with timely and accurate wage statements that show: (1) all
3 applicable hourly rates in effect during each respective pay period and the corresponding number of
4 hours worked by each respective individual; (2) number of hours worked; (3) gross wages earned;
5 (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is
6 paid; (7) the employee identification or social security number; (8) and the address of the legal entity
7 that is the employer. Plaintiffs and Class Members have suffered actual harm and damages from
8 Handy's failure to provide these accurate itemized wage statements because they remained ignorant of
9 their actual hours worked, overtime worked, and their applicable hourly rate. Thus, the Cleaners were
10 unable to assert their statutory protections to Handy's various Labor code violations at the time the
11 violations occurred.

12 86. Plaintiffs are informed and believe, and based thereon allege, that, during the Class
13 Period, Defendants failed to fully compensate Plaintiffs and Class Members for overtime hours worked
14 as required by Labor Code § 512 and I.W.C. Wage Orders No. 5-2001, 15-2001.

15 87. During the Class Period, Plaintiffs are informed and believe, and based thereon allege,
16 that Handy has failed to pay all compensation due and owing to Plaintiffs and all former Cleaners upon
17 separation, as required by Labor Code §§ 201 and 202. Plaintiffs further allege that this failure to pay
18 all compensation due was willfully done by Handy.

19 88. During the Class Period, Plaintiffs are informed and believe, and based thereon allege,
20 that Handy has knowingly and intentionally failed to furnish Plaintiffs and Class Members with timely,
21 itemized wage statements accurately showing, among other required things, total hours worked or
22 hourly rate paid, as required by Labor Code § 226(a).

23 89. During the Class Period, Plaintiffs are informed and believe, and based thereon allege,
24 that Handy has knowingly and intentionally failed to remit gratuities to Plaintiffs as required by Labor
25 Code §351, enforceable pursuant to Cal. Bus. & Prof. Code § 17200 *et. seq.*

26 90. During the Class Period, Plaintiffs are informed and believe, and based thereon allege,
27 that Handy has tortiously interfered with Cleaners' prospective economic advantage. Tipping is
28 customary in the cleaning business, and Handy does not remit tips to the Cleaners. Cleaners have

1 existing economic relationships with Customers because Customers can and do hire cleaners who
2 previously cleaned their home or office. Handy knew of these relationships because Handy choose to
3 create this ability for Customers to request the same Cleaner. Handy intentionally interfered with the
4 Cleaners' tips by falsely telling Customers that tip was included in the amount that was paid to Handy.
5 This caused Customers to forego tipping the Cleaners. Handy's actions were unlawful under Cal.
6 Labor Code § 351 and UCL § 17200, *et seq.*

7 91. During the Class Period, Plaintiffs are informed and believe, and based thereon allege,
8 that Handy violated the Unfair Competition Law, California Business and Professions Code § 17200 *et*
9 *seq.* and California Labor Code § 1199, 2699.5, by the predicate violations of the California wage and
10 hour laws described above.

11 VI. CLASS ACTION ALLEGATIONS

12 92. This action is maintainable as a representative action pursuant to California Code of
13 Civil Procedure § 382 as to violations of Wage Order 5-2001, Wage Order 15-2001, Labor Codes and
14 UCL for misclassification of employees as independent contractors, unpaid overtime wages, minimum
15 wage, meal and rest break violations, waiting time penalties, failure to furnish timely, itemized wage
16 statements, failure to remit gratuities, and attorneys' fees and costs. Plaintiffs are representatives of
17 other Cleaners and are acting on behalf of their interests. The similarly situated employees are known
18 to Handy and are readily identifiable and locatable through Handy's own employment records. The
19 Class that Plaintiffs seek to represent is defined as follows:

20 All persons who worked as Cleaners for Handy in California at any time
21 from four years prior to the date of filing of this action through the date
of trial.

22 93. The individuals included within the alleged Class are so numerous that joinder of each
23 of them would be impracticable, and the disposition of their claims in a class action, rather than in
24 numerous individual actions, will benefit the parties, the Court, and the interests of justice.

25 94. Among the proposed Class there is a well-defined community of interest in the
26 questions of law and/or fact involved, affecting the Class Members. These common questions include,
27 but are not limited to:
28

1 a. Whether Handy's uniform decision to classify all Class Members as independent
2 contractors and not as employees violates Wage Order 5-2001 §§ 2(E), 2(F), 2(H) and 3; Wage Order
3 15-2001 §§ 2(E), 2(F) 2(G), and 3; and, California common law.

4 b. Whether Handy's uniform right to control requires that the Cleaners be
5 classified as employees under California Law;

6 c. Whether the Cleaners are engaged in a distinct occupation or business from
7 Handy;

8 d. Whether the skills required for the cleaning jobs support employee status;

9 e. Whether the Cleaners' work is part of Handy's regular business;

10 f. Whether Handy's failure to pay Class Members overtime wages violates Labor
11 Code §§ 510, 1194 and Wage Orders 5-2001, 15-2001;

12 g. Whether Handy's failure to pay Class Members an amount equal to or greater
13 than the minimum wage for all hours worked violates Labor Code §§ 1194, 1197, 1197.1, and Wage
14 Orders 5-2001, 15-2001;

15 h. Whether Handy's failure to pay all wages twice each calendar month violates
16 California Labor Code § 204(a);

17 i. Whether Handy's failure to provide meal periods to Class Members violates
18 Labor Code §§ 226.7, 512 and Wage Orders 5-2001, 15-2001;

19 j. Whether Handy's failure to provide paid rest periods to Class Members violates
20 Labor Code § 226.7 and Wage Orders 5-2001, 15-2001;

21 k. Whether Handy's failure to provide formerly employed Class Members with all
22 wages due upon separation violates Labor Code §§ 201-203;

23 l. Whether Handy's failure to fully reimburse Class Members for their
24 employment-related expenses violates Labor Code § 2802;

25 m. Whether Handy's failure to keep accurate payroll records of daily hours worked
26 violates Labor Code § 1174(d);

27 n. Whether Handy's failure to provide Class Members with itemized statements of
28 wages and hours worked violates Labor Code § 226;

1 o. Whether Handy's failure to remit gratuities to Class Members violates Labor
2 Code § 351;

3 p. Whether Handy's failure to remit gratuities to Class Members tortuously
4 interferes with a prospective economic advantage; and

5 q. Whether Handy's various violations of the Labor Code serve as predicate
6 violations of the UCL.

7 95. Common questions of law and/or fact predominate over questions that affect only
8 individual Class Members. Plaintiffs' claims are typical of those belonging to the members of the Class
9 they seek to represent, and Plaintiffs can adequately represent the Class they seek to represent.

10 **FIRST CAUSE OF ACTION**

11 **Failure to Pay Overtime Wages**

12 **[Cal. Labor Code §§ 204, 510, 1194, and I.W.C. Wage Orders 5-2001, 15-2001]**

13 96. Plaintiffs re-allege each and every paragraph of this Complaint as though fully set forth.

14 97. Labor Code § 510 and the "Hours & Days of Work" Section of the Wage Orders
15 entitles non-exempt employees to one and one-half times their hourly pay for any and all hours worked
16 in excess of eight hours in any work day, for the first eight hours worked on the seventh consecutive
17 day of work in a work week, and for any work in excess of forty hours in any one work week.

18 Employees are entitled to the times their hourly pay for any and all hours worked in excess of 12 hours
19 in any work day and in excess of 8 hours on the 7th consecutive work day.

20 98. Plaintiffs and Class Members regularly worked in excess of eight hours per day and/or
21 forty hours per week without overtime compensation.

22 99. By failing to pay overtime compensation to Plaintiffs and Class Members, Handy
23 violated and continues to violate Labor Code §§ 204, 510 and 1194 and Wage Orders 5-2001, 15-2001.

24 100. As a result of Handy's unlawful acts, Plaintiffs and Class Members have been deprived
25 of overtime compensation in an amount to be determined at trial, and are entitled to recovery of such
26 amounts, plus interest thereon, attorneys' fees and costs, under Labor Code § 1194.

27 101. Plaintiffs, on behalf of themselves and Class Members, also request further relief as
28 described below.

SECOND CAUSE OF ACTION

1 **Failure to Pay Minimum Wage**
2 [Cal. Labor Code §§ 1194, 1197, 1197.1 and I.W.C. Wage Orders No. 5-2001, 15-2001]

3 102. Plaintiffs re-allege each and every paragraph of this Complaint as though fully set forth.

4 103. California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission
5 Wage Orders 5-2001 and 15-2001 entitle non-exempt employees to an amount equal to or greater than
6 the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no
7 part of this rate may be used as a credit against a minimum wage obligation.

8 104. Handy did not and does not compensate Handy Cleaners for time spent driving between
9 jobs, among other Handy tasks. Handy only paid its Cleaners for time spent at each job site. In
10 addition, Cleaners are not compensated for the first six hours of work because, according to Handy, the
11 Cleaners must "subsidize [the cost of] the supplies."

12 105. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Industrial
13 Welfare Commission Wage Orders 5-2001, 15-2001 for failure to pay minimum wage, Handy is liable
14 for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

15 **THIRD CAUSE OF ACTION**
16 **Failure to Reimburse for Business Expenses**
17 **[California Labor Code § 2802]**

18 106. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

19 107. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the
21 discharge of his or her duties."

22 108. Beginning at least three years prior to the filing of this complaint, in order to discharge
23 cleaning-related duties for Handy, Plaintiffs and Class Members have incurred reasonable and
24 necessary expenses in the course of completing their job duties, which were not reimbursed by Handy.
25 These expenses include but are not limited to mileage, parking, uniforms, and cell phone costs.

26 109. Plaintiffs and Class Members are entitled to reimbursement for these necessary
27 expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

28 110. Plaintiffs, on behalf of themselves and Class Members, also request relief as described
below.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Mandated Meal Periods**

3 **[California Labor Code §§ 226.7, 512, and I.W.C. Wage Orders 5-2001, 15-2001]**

4 111. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

5 112. Handy failed to maintain a policy of providing meal breaks as required by Labor Code
6 §§ 226.7, 512 and Wage Orders 5-2001, 15-2001.

7 113. Since at least three years prior to the filing of this action, Plaintiffs and Class Members
8 have worked in excess of five hours and at times ten hours a day without being provided at least half
9 hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and
10 512 and Wage Orders 5-2001, 15-2001. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012)
11 53 Cal. 4th 1004, 1040-41 (“The employer satisfies this obligation if it relieves its employees of all
12 duty, relinquishes control over their activities and permits them a reasonable opportunity to take an
13 uninterrupted 30-minute break, and does not impede or discourage them from doing so . . . [A] first
14 meal period [is required] no later than the end of an employee's fifth hour of work, and a second meal
15 period [is required] no later than the end of an employee's 10th hour of work.”).

16 114. Because Handy failed to provide proper meal periods, it is liable to all Plaintiffs and
17 Class Members for one hour of additional pay at the regular rate of compensation for each work day
18 that the proper meal periods were not provided, pursuant to Labor Code §§ 226.7 and 512 and Wage
19 Orders 5-2001, 12-2001, as well as interest thereon, plus reasonable attorneys' fees and costs of suit
20 pursuant to Civil Procedure Code § 1021.5.

21 115. Plaintiffs, on behalf of themselves and Class Members, also request further relief as
22 described below.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Provide Mandated Rest Periods**

25 **[California Labor Code § 226.7 and I.W.C. Wage Orders 5-2001, 15-2001]**

26 116. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

27 117. Since at least three years prior to the commencement of this action, Plaintiffs and Class
28 Members have regularly worked without any rest periods that are required by Wage Orders 5-2001,
15-2001. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts

1 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10
2 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

3 118. Because Handy failed to provide proper rest periods, it is liable to Plaintiffs and Class
4 Members for one hour of additional pay at the regular rate of compensation for each workday that the
5 proper rest periods were not provided, pursuant to Labor Code § 226.7 and Wage Orders 5-2001, 15-
6 2001, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant to Civil
7 Procedure Code § 1021.5.

8 119. Plaintiffs, on behalf of themselves and Class Members, also request relief as described
9 below.

10 **SIXTH CAUSE OF ACTION**
11 **Failure to Furnish Timely and Accurate Itemized Wage Statements**
12 **[California Labor Code §§ 226]**

13 120. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

14 121. Labor Code § 226 requires an employer to furnish its employees with an accurate
15 itemized statement in writing showing, among other things: (1) all applicable hourly rates in effect
16 during each respective pay period and the corresponding number of hours worked by each respective
17 individual; (2) total hours worked by each respective individual; (3) gross wages earned; (4) net wages
18 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
19 name of the employee and an employee identification or social security number; and (8) the name and
20 address of the legal entity that is the employer.

21 122. As a pattern and practice, in violation of Labor Code § 226(a), Handy did not provide
22 Plaintiffs or Class Members with accurate itemized wage statements in writing showing: (1) all
23 applicable hourly rates in effect during each respective pay period and the corresponding number of
24 hours worked by each respective individual; (2) number of hours worked; (3) gross wages earned;
25 (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is
26 paid; (7) the employee identification or social security number; and (8) the address of the legal entity
27 that is the employer.
28

1 123. As a result of Handy’s failure to provide accurate itemized wages statements, Plaintiffs
2 and Class Members suffered actual damages and harm by being unable to determine their applicable
3 hourly rate or the amount of overtime worked each pay period, which prevented them from becoming
4 aware of these violations and asserting their statutory protections under California law.

5 124. Handy has knowingly and intentionally failed to comply with Labor Code § 226(a) on
6 each and every wage statement provided to Plaintiffs and Class and Subclass Members.

7 125. Pursuant to Labor Code § 226(e), the Plaintiffs and Class Members are entitled to
8 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a
9 violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent
10 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

11 126. The Plaintiffs and Class Members are entitled to an award of costs and reasonable
12 attorneys’ fees under Labor Code § 226(h).

13 127. Plaintiffs, on behalf of themselves and Class Members, also request relief as described
14 below.

15 **SEVENTH CAUSE OF ACTION**

16 **Failure to Pay Compensation Due Upon Termination/Waiting Time Penalties**

17 **[Cal. Labor Code §§ 201-203]**

18 128. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

19 129. California Labor Code §§ 201 and 202 require Handy to pay all compensation due and
20 owing to former Cleaners immediately upon discharge or within seventy-two hours of their termination
21 of employment. California Labor Code § 203 provides that if an employer willfully fails to pay
22 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
23 employer is liable for such “waiting time” penalties in the form of continued compensation up to thirty
24 workdays.

25 130. Handy willfully failed to pay Plaintiffs and Class Members who are no longer employed
26 by Handy compensation due upon termination as required by California Labor Code §§ 201 and 202.
27 As a result, Handy is liable to Plaintiffs and former employee Class Members waiting time penalties
28 provided under California Labor Code § 203, plus reasonable attorneys’ fees and costs of suit.

1 131. Plaintiffs, on behalf of themselves self and Class Members, also request relief as
2 described below.

3 **EIGHTH CAUSE OF ACTION**
4 **Failure to Remit Gratuities**
5 **[Cal. Lab. Code § 351 enforced through the UCL,**
6 **and tortious interference with prospective economic advantage]**

7 132. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

8 133. Handy's conduct, as set forth above, in failing to remit gratuities to Cleaners constitutes
9 a violation of Cal. Lab. Code § 351. This violation is enforceable pursuant to UCL § 17200, *et seq.*

10 134. Handy collected, took, and received gratuities that were paid, given to, or left for the
11 Cleaner by the customer. Alternatively, Handy deducted any amount from wages due Cleaners on
12 account of a gratuity. Alternatively, Handy required Cleaners to credit the amount, or any part thereof,
13 of a gratuity against and as a part of the wages due the Cleaners from Handy.

14 135. Plaintiffs and Customers were in an economic relationship that would have resulted in
15 an economic benefit to Plaintiffs and Class Members;

16 136. Handy knew of the economic relationship between the Plaintiffs and Customers;

17 137. Handy intended to disrupt this relationship;

18 138. Handy engaged in wrongful conduct by informing customers that tips were included in
19 the purchase price of the cleaning. Handy did not remit any tips to Plaintiffs and Class Members in
20 violation of Cal. Labor Code 351 and the UCL;

21 139. The relationship between Plaintiffs and Class Members, and Handy's customers, was
22 disrupted;

23 140. Plaintiffs and Class Members were harmed; and

24 141. Handy's wrongful conduct caused Plaintiffs' and Class Members' harm.

25 **NINTH CAUSE OF ACTION**
26 **Unfair Business Practices in Violation of California**
27 **[Bus. & Prof. Code §§ 17200 *et seq.*]**

28 142. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

143. Plaintiffs bring this cause of action individually and as a representative of all others
subject to Handy's unlawful acts and practices.

1 144. Business and Professions Code § 17200 prohibits unfair competition in the form of any
2 unlawful, unfair, or fraudulent business act or practice.

3 145. Business and Professions Code § 17204 allows “any person who has suffered injury in
4 fact and has lost money or property” to prosecute a civil action for violation of the Unfair Competition
5 Law.

6 146. Beginning at least three years prior to the filing of this action, and continuing to the
7 present, Handy has committed unlawful, unfair, and/or fraudulent business acts and practices as
8 defined by Business and Professions Code § 17200 by failing to pay overtime wages, to provide meal
9 and rest breaks, to pay wages due at the time of separation, to furnish timely and accurate wage
10 statements, to remit gratuities, and to reimburse business expenses in violation of state law.

11 147. The above-described unlawful actions of Handy constitute false, unfair, fraudulent
12 and/or deceptive business practices, within the meaning of Business and Professions Code § 17200, *et*
13 *seq.*

14 148. As a result of their unlawful acts, Handy has reaped and continues to reap unfair
15 benefits and illegal profits at the expense of Plaintiffs, and the Class they seek to represent. Handy
16 should be enjoined from this activity, caused to specifically perform its obligations, and made to
17 disgorge these ill-gotten gains and pay restitution to Plaintiffs and the members of the Class including,
18 but not limited to, restitution of all unpaid wages, plus interest, as well as attorneys’ fees and costs.

19 149. Plaintiffs, on behalf of themselves and Class Members, also request relief as described
20 below.

21 **TENTH CAUSE OF ACTION**
22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**
23 **[California Labor Code § 2698 *et seq.*]**

24 150. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

25 151. Plaintiffs are “aggrieved employees” under PAGA, as they have been employed by
26 Handy during the applicable statutory period and suffered one or more of the Labor Code violations
27 herein. As such, they seek to recover, on behalf of themselves and all other current and former
28 aggrieved employees of Handy, the civil penalties provided by PAGA, plus reasonable attorney’s fees
and costs.

1 152. Plaintiffs seek to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th
3 969. Therefore, class certification of the PAGA claims is not required, but Plaintiffs may choose to
4 seek certification of the PAGA claims.

5 153. Plaintiffs seek to pursue remedies pursuant to PAGA for the following violations.

6 154. Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by
7 law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one
8 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code
9 § 226(a).

10 155. Pursuant to Labor Code § 203, for an employer who willfully fails to pay any wages of
11 an employee who is discharged or quits, that employee's wages shall continue as a penalty from the
12 due date at the same rate until paid, but shall not continue for more than thirty (30) days. Labor Code
13 § 256 imposes a civil penalty in an amount not exceeding thirty days' pay as waiting time under the
14 terms of Labor Code § 203.

15 156. California Labor Code § 558 provides:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission shall be subject to a civil penalty as
20 follows: (1) For any initial violation, fifty dollars (\$50) for each
21 underpaid employee for each pay period for which the employee was
22 underpaid in addition to an amount sufficient to recover underpaid
23 wages. (2) For each subsequent violation, one hundred dollars (\$100)
24 for each underpaid employee for each pay period for which the employee
25 was underpaid in addition to an amount sufficient to recover underpaid
26 wages. (3) Wages recovered pursuant to this section shall be paid to the
27 affected employee.
28

23 157. Under California Labor Code §§ 510 and 1194, Handy is liable for failing to pay
24 Cleaners overtime.

25 158. Under California Labor Code § 2802, Handy is liable for failing to reimburse Cleaners
26 for business expenses.

1 159. Under California Labor Code § 226.7, Handy is liable for failing to either provide rest
2 periods and meal periods or paying the Cleaners one hour of pay for every missed rest period and meal
3 period.

4 160. Under California Labor Code §§ 1194, 1197, and 1197.1, Handy is liable for failing to
5 pay Cleaners minimum wage for all hours worked.

6 161. During the class period, Handy failed to properly compensate Handy Cleaners for hours
7 worked in excess of eight in a day and forty in a week, as well as for missed meal and rest periods.
8 Accordingly, Handy violated California Labor Code § 204(a), which requires that employers pay “*all*
9 *wages* [. . .] twice during each calendar month on days designated in advance by the employer as the
10 regular paydays” (emphasis added). As a result, Handy is liable for civil penalties pursuant to
11 California Labor Code § 2698 *et seq.*

12 162. During the class period, Handy failed to enforce the maximum hours of work fixed by
13 the Industrial Welfare Commission with respect to the Cleaners as required by California Labor Code
14 § 1198. As a result, Handy is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

15 163. During the Class Period, Handy has failed to keep payroll records showing total hours
16 worked and wages paid to employees. Under California Labor Code § 1174(d), employers must keep
17 “payroll records showing the hours worked daily by and the wages paid to . . . employees [. . .].”
18 Because Handy did not keep accurate time records reflecting hours worked for Handy Cleaners, it is
19 liable for civil penalties pursuant to California Labor Code § 2698 *et seq.* To the extent that Handy’s
20 failure to keep accurate payroll records was willful, it is liable for civil penalties under California
21 Labor Code § 1174.5.

22 164. Labor Code § 2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
23 pay period, per aggrieved employee for the initial violation of Labor Code §§ 204, 226.7, 510, 512,
24 1174, 1194, 1198 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation.

26 165. Plaintiffs have fully complied with the procedural requirements specified in California
27 Labor Code § 2699.3 as to each of the alleged violations. On August 29, 2014, Plaintiffs provided
28 notice to the California Labor & Workforce Development Agency (“LWDA”) of Plaintiffs’ claims

1 based on the alleged Labor Code violations, including the facts and theories supporting these claims, as
2 set forth in the letter attached hereto as Exhibit A. The LWDA has provided no notice to Plaintiffs
3 within 33 calendar days of the postmark date of that notice regarding its intentions to investigate or not
4 investigate Plaintiffs' claims. Accordingly, Plaintiffs may commence this action pursuant to Labor
5 Code § 2699.

6 166. Enforcement of statutory provisions to protect workers and to ensure proper and prompt
7 payment of wages is a fundamental public interest. Plaintiffs' successful enforcement of important
8 rights affecting the public interest will confer a significant benefit upon the general public. Private
9 enforcement of these rights is necessary, as no public agency has pursued enforcement. Plaintiffs are
10 incurring a financial burden in pursuing this action, and it would be against the interest of justice to
11 require the payment of attorneys' fees and costs from any recovery obtained, pursuant to, inter alia,
12 California Labor Code § 2699.

13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiffs, individually and on behalf of the proposed Class, prays for judgment
15 against Defendants as follows:

16 A. Certification of Plaintiffs' claims as a class action, pursuant to Cal. Code of Civ. Pro.
17 Section 382, on behalf of the proposed class;

18 B. Class notice to all Cleaners in California who worked for Handy from four years prior
19 to the filing of the original Complaint through the trial of this action;

20 C. That the Court declare that Handy's policies and/or practices of misclassifying Plaintiffs
21 and Class Members as independent contractors violate California law;

22 D. That the Court declare that Handy's policies and/or practices of failing to pay overtime
23 wages to Plaintiffs and Class Members violates California Labor Code §§ 510, 1194 and Wage Orders
24 No. 5-2001, 15-2001 as to Plaintiffs and the Class Members;

25 E. That the Court declare that Handy's policies and/or practices of failing to pay an
26 amount equal to or greater than minimum wage for all hours worked to Plaintiffs and Class Members
27 violates §§ 1194, 1197, 1197.1 and Wage Orders No. 5-2001, 15-2001 as to Plaintiffs and the Class
28

1 Members

2 F. That the Court declare that Handy's policies and/or practices of failing to pay all wages
3 twice each calendar month to Plaintiffs and Class Members violates California Labor Code § 204 as to
4 Plaintiffs and the Class Members;

5 G. That the Court declare that Handy's policies and/or practices of failing to enforce
6 maximum hours of work to Plaintiffs and Class Members violates California Labor Code §§ 1198 as to
7 Plaintiffs and the Class Members;

8 H. That the Court declare that Handy's policies and/or practices of failing to provide meal
9 periods violates California Labor Code §§ 226.7 and 512 Wage Orders 5-2001, 15-2001 by failing to
10 provide them a meal period of at least one half hour in which they were relieved of all duties for every
11 five hours of work;

12 I. That the Court declare that Handy's policies and/or practices of failing to provide rest
13 periods violates California Labor Code § 226.7 and Wage Orders 5-2001, 15-2001 by failing to
14 provide them a rest period of at least ten minutes for every four hours of work or major portion thereof;

15 J. That the Court declare that, as to former employee Class Members, Handy has violated
16 California Labor Code §§ 201-203 for willful failure to pay compensation at the time of termination of
17 employment, resulting in unpaid waiting time penalties;

18 K. That the Court declare that Handy's policies and/or practices of failing to keep accurate
19 payroll records of daily hours worked for Plaintiffs and Class Members violates California Labor Code
20 § 1174(d) and 1174.5;

21 L. That the Court declare that Handy's policies and/or practices violate California law by
22 failing to reimburse all business expenses incurred by Cleaners in the discharge of their duties as
23 employees of Handy violates California Labor Code § 2802;

24 M. That the Court declare that Defendants' policies and/or practices of failing to furnish
25 timely and accurate wage statements violates California Labor Code § 226;

26 N. That the Court declare that Defendants' policies and/or practices of failing to remit
27 gratuities violates California Labor Code § 351 and Business and Professions Code § 17200, *et seq.*
28 and/or is tortious interference with prospective economic advantage;

1 O. That the Court declare that Handy's above-mentioned policies and/or practices violate
2 the UCL (Cal. Bus. & Prof. Code §§ 17200-17208) and Labor Code § 1199, 2699.5

3 P. That the Court declare that Handy's above-mentioned policies and/or practices violate
4 PAGA (Cal. Labor Code § 2698 *et seq.*) as to the Plaintiffs and Class Members;

5 Q. An order preliminarily and permanently enjoining Handy from engaging in the practices
6 challenged herein;

7 R. An award to Plaintiffs and Class Members of damages in the amount of unpaid
8 overtime compensation, interest, and penalties subject to proof at trial;

9 S. An award to Plaintiffs and Class Members of damages in the amount of unpaid
10 minimum wage compensation, interest, and penalties subject to proof at trial;

11 T. An award to Plaintiffs and Class Members of damages in the amount of unpaid
12 unreimbursed business expenses, and interest thereon, subject to proof at trial;

13 U. An award to Plaintiffs and the Class Members of one (1) hour of additional pay at the
14 regular rate of compensation for each workday that meal periods were not provided, pursuant to
15 California Labor Code § 226.7 and Wage Orders 5-2001(11), 15-2001(11) and interest thereon;

16 V. An award to Plaintiffs and Class Members of one (1) hour of additional pay at the
17 regular rate of compensation for each workday that rest periods were not provided, pursuant to
18 California Labor Code § 226.7 and Wage Orders 5-2001(12), 15-2001(12) and interest thereon;

19 W. An award to Plaintiffs and Class Members for all unpaid gratuities, and interest thereon,
20 subject to proof at trial.

21 X. An award of damages to Plaintiffs and the Class Members for Handy's failure to
22 provide accurate itemized wage statements, pursuant to California Labor Code § 226(a);

23 Y. An award of payments due to Plaintiffs and Class Members who have left Handy's
24 employ, as waiting time penalties, pursuant to California Labor Code § 203;

25 Z. Interest accrued to date under the California Labor Code, including under Sections
26 226.7, 510, and 2802;

1 AA. For an order that Handy make restitution to Plaintiffs and Class Members for Handy
2 due to their unlawful business practices as described herein pursuant to California Business and
3 Professions Code §§ 17200-17205 and California Labor Code § 1199, 2699.5

4 BB. An award of civil penalties and attorneys' fees and costs pursuant to Labor Code
5 § 2698, *et seq.*;

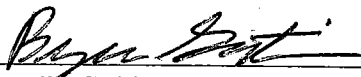
6 CC. An award to Class Representative Plaintiffs and the Class Members of reasonable
7 attorneys' fees and costs, pursuant to California Civil Procedure Code § 1021.5, California Labor Code
8 §§ 226, 226.7, 1194, 2699(g) and/or other applicable law; and,

9 DD. Such other and further relief that the Court may deem just and proper.

10
11 Dated: October 30, 2014

Respectfully submitted,

12 GOLDSTEIN, BORGEN, DARDARIAN & HO
13

14 
15 _____
Byron R. Goldstein

16 Attorney for Plaintiffs
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ATTACHMENT

BROWNE LABOR LAW

PROFESSIONAL LAW CORPORATION

475 Washington Blvd, Marina del Rey, CA 90292
Phone: (310) 421-4810 • Fax: (310) 421-4833

August 28, 2014

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Handybook, Inc.
C T Corporation System
111 Eighth Avenue
New York, NY, 10011

Re: PAGA Notice Pursuant to California Labor Code § 2699

Dear Sir or Madam:

Please be advised that Vilma Zenelaj and Greta Zenelaj (collectively referred to as the "Plaintiffs") have retained Browne Labor Law, Professional Law Corporation to represent them and other aggrieved employees for wage and hour claims against their previous employer, Handybook, Inc. (hereinafter referred to as "Handybook").

Handybook is a company located in New York that provides, *inter alia*, home and office cleaning services. In order to provide these services, Handybook utilizes numerous "Handybook Professionals" including Plaintiffs. Handybook misclassified Plaintiffs and continues to misclassify other Handybook Professionals as independent contractors. In reality, Plaintiffs and other Handybook Professionals are employees.

Handybook has violated, and/or has caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged against it below. This will letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 ("PAGA"). Cal. Lab. Code § 2699.3.

Unlawful Failure to Pay Overtime

Handybook has failed to maintain a policy that compensates Handybook Professionals for all hours worked, including overtime. Specifically, Handybook only pays Handybook Professionals for the majority of time that they spend at a home or office

cleaning. Handybook does not pay Handybook Professionals for time spent driving between jobs, or for time spent completing other Handybook tasks. Plaintiffs and other Handybook Professionals routinely work over eight (8) hours per day and/or forty (40) hours per week but are not paid one and one-half their regular rate of pay for overtime work.

As a result of violations of California Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001 for failure to pay overtime, Handybook is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation

As described above, Handybook has required Handybook Professionals to work hours in excess of eight hours in a day and forty in a week, but has not paid these employees overtime compensation. As a result, Handybook Professionals have been denied “the unpaid balance of the full amount of this . . . overtime compensation” as required by California Labor Code § 1194, and Handybook is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Minimum Wage

Handybook has failed to maintain a policy that compensates Handybook Professionals an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Handybook did not compensate Handybook Professionals for time spent driving between jobs, among other Handybook tasks. Handybook only paid its professionals for time spent at each job site. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001 for failure to pay minimum wage, Handybook is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Handybook has failed to maintain a policy that provides Handybook Professionals with off-duty meal periods as required by California law. Plaintiffs and similarly situated Handybook Professionals regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Orders 5-2001 and 15-2001. Handybook failed to pay Handybook Professionals the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. As a result of violations of California Labor Code §§ 226.7 and 512 and Wage Orders 5-2001 and 15-2001, Handybook is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Handybook has failed to maintain a policy that provides Handybook Professionals with off-duty rest periods as required by California law. Plaintiffs and similarly situated

Handybook Professionals regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Orders 5-2001 and 15-2001. Handybook failed to pay Handybook Professionals the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of violations of California Labor Code §§ 226.7, 512 and Wage Orders 5-2001 and 15-2001, Handybook is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Expenses

Handybook has failed to indemnify Plaintiffs for all necessary expenditures or losses incurred by Plaintiffs. Handybook did not reimburse Plaintiffs for cleaning supplies, mileage between job sites, parking at job sites, vehicle wear and tear, uniform maintenance, cell phone usage, and vehicle insurance. 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 their duties. As a result of violations of California Labor Code § 2802, Handybook is liable for civil penalties pursuant to California Labor Code Labor Code §§ 558, 2802 and 2698 *et seq.*

Unlawful Failure to Furnish Wage Statements

Handybook has violated California Labor Code § 226(a) by willfully failing to furnish its Handybook Professionals with accurate, itemized wage statements showing the actual hours worked on a daily basis. When Handybook compensated Plaintiffs and other similarly situated individuals it only provided gross pay data to Plaintiffs and other similarly situated individuals.

As a result of violations of California Labor Code § 226(a), Handybook is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

Handybook has failed to keep payroll records showing total hours worked and wages paid to employees. Under California Labor Code § 1174(d), employers must keep “payroll records showing the hours worked daily by and the wages paid to . . . employees [. . .].” Because Handybook did not keep accurate time records reflecting hours worked for Handybook Professionals, it is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.* To the extent that Handybook’s failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

Unlawful Violation of California Labor Code § 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 *et seq.*, an employer who “requires or causes any employee to work for longer hours than those fixed” or “violates or refuses or neglects to comply with any provision of” the Labor Code regarding employees’ wages, hours, and working conditions, is subject to PAGA penalties. As described above, Handybook has required Handybook Professionals to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)) and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating §

1199(b)). Accordingly, Handybook is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay All Wages Twice Each Calendar Month

Upon information and belief, Handybook failed to properly compensate Handybook Professionals for hours worked in excess of eight (8) in a day and forty (40) in a week, as well as for missed meal periods. Accordingly, Handybook violated California Labor Code § 204(a), which requires that employers pay “*all wages* [. . .] twice during each calendar month on days designated in advance by the employer as the regular paydays” (emphasis added). As a result, Handybook is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Failure to Enforce Maximum Hours of Work

Additionally, because Handybook failed to enforce the maximum hours of work fixed by the Industrial Welfare Commission with respect to Handybook Professionals as required by California Labor Code § 1198, Handybook is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Handybook has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to all former Handybook Professionals at the time employment was terminated. Handybook willfully failed to pay Handybook Professionals who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202. Pursuant to §§ 203 and 256 of the Labor Code, Plaintiffs and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Defendant’s “willful” failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

Additionally, because Handybook violated California Labor Code §§ 201, 201 and 203 of the Labor Code, Handybook is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

Handybook has violated or has caused to be violated a number of California wage and hour laws. Plaintiff requests the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA’s provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may amend her lawsuit to include the violations discussed in this letter.

Sincerely,



David Browne

6254 4681 1000 0750 4702

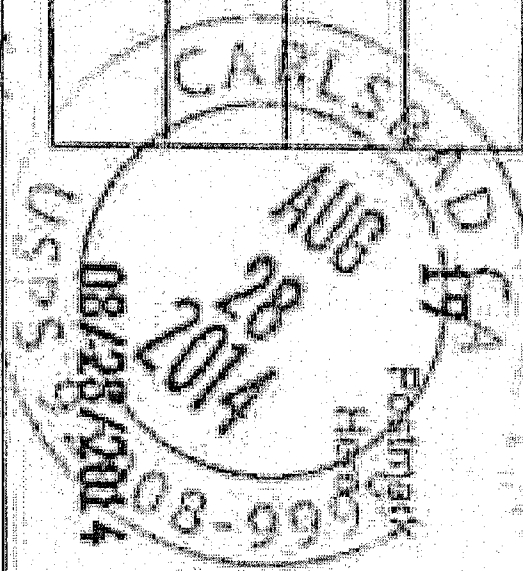
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 New York NY 10011

2. Article Number
 (Transfer from service)

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PS Form 3811, July 2013

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SEP 04 2014

OT Corporation
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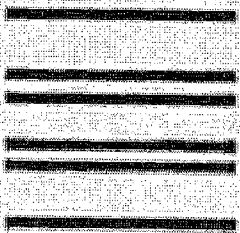
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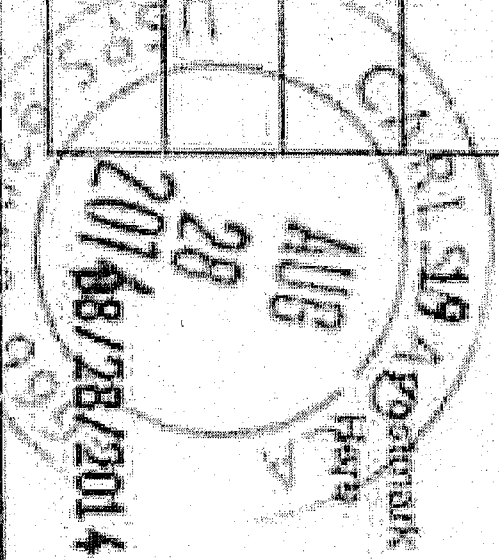
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501 K Street Suite 2101

City, State, ZIP+4

Sacramento CA 95814

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 Development Agency
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- Addressee

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St. Bernard's

C. Date of Delivery

7/1/13

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 1010 1st St
 Sacramento, CA 95814*

3. Service Type

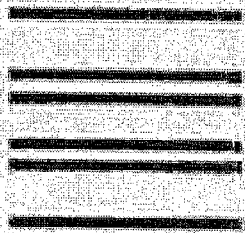
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