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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 SANDRA MCKENZIE and JAMES TAYLOR, in)
12 their representative capacity under the Private)
Attorney General Act,)

13 Plaintiffs,)
14)

15 v.)

16 HANDY TECHNOLOGIES, INC., a Delaware)
17 Corporation; and DOES 1 through 100, inclusive,)

18 Defendants.)
19)
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21)
22)
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Case No.: **20STCV20953**

COMPLAINT

(1) Violation of Labor Code §§ 2698 et seq.
(Private Attorney General Act of 2004).

DEMAND FOR JURY TRIAL

1 Plaintiffs SANDRA MCKENZIE and JAMES TAYLOR (“Plaintiffs”), in their representative
2 capacity under the Private Attorney General Act (“PAGA”), file this complaint against Defendants
3 HANDY TECHNOLOGIES, INC. and DOES 1 through 100, inclusive (“Defendants”). Plaintiffs’
4 allegations are based upon information and belief and upon investigation of Plaintiffs’ counsel, except for
5 allegations specifically pertaining to Plaintiffs, which are based upon Plaintiffs’ personal knowledge.

6 **JURISDICTION AND VENUE**

7 1. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the
8 Superior Court and will be established according to proof.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution, Article
10 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
11 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
12 jurisdiction.

13 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
14 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
15 California market so as to render the exercise of jurisdiction over it by the California courts consistent
16 with traditional notions of fair play and substantial justice.

17 4. Venue is proper in this Court because, upon information and belief, the named Defendants
18 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
19 place in this county.

20 **PARTIES**

21 5. Plaintiffs SANDRA MCKENZIE and JAMES TAYLOR (“Plaintiffs”) are citizens of the
22 State of California.

23 6. Defendant HANDY TECHNOLOGIES, INC. (“HANDY”) is a corporation organized and
24 existing under the laws of the State of Delaware and transacts business throughout the State of California,
25 including the County of Los Angeles. At all relevant times, HANDY was the “employer” of Plaintiffs
26 within the meaning of all applicable state laws and statutes.

27 7. At all times herein relevant, Defendants HANDY and DOES 1 through 100, and each of
28 them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-

1 interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within
2 the course and scope of their authority as such agents, partners, joint venturers, representatives, servants,
3 employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly
4 committed with the ratification, knowledge, permission, encouragement, authorization and consent of
5 each defendant designated herein.

6 8. The true names and capacities, whether corporate, associate, individual or otherwise, of
7 defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such
8 fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that
9 each of the defendants designated as a Doe is legally responsible for the events and happenings referred
10 to in this complaint, and unlawfully caused the injuries and damages to Plaintiffs alleged in this complaint.
11 Plaintiffs will seek leave of court to amend this complaint to show the true names and capacities when the
12 same have been ascertained.

13 9. Defendants HANDY and DOES 1 through 100 will hereinafter collectively be referred to
14 as “Defendants” or “HANDY.”

15 **FACTUAL ALLEGATIONS**

16 10. HANDY is an on-demand cleaning and home improvement service company. Through
17 its website and app, HANDY allows customers to order one of its home cleaners, plumbers, or
18 handymen (collectively referred to as “workers”) for various services in the areas of home maintenance,
19 plumbing needs, electrical services, and home and office cleaning. As a provider of cleaning and repair
20 services, HANDY’s revenue is dependent upon the completion of these tasks by its workers.

21 11. To book a service, customers make an appointment on HANDY’s website/smartphone
22 app. HANDY then sends a uniformed worker to the customer’s desired destination to complete the
23 requested service. Workers cannot set their own prices or services, and cannot set their own hours.
24 HANDY sets the price of each cleaning or repair job, and then pays the worker on an hourly basis.
25 Additionally, workers must perform their services in accordance with the manuals and written
26 instructions provided to them by HANDY.

27 12. HANDY willfully misclassifies its workers as independent contractors to deprive them
28 of fundamental employment rights, such as the right to minimum wages, the right to overtime, the right

1 to mandated meal breaks, the right to mandated rest breaks, the right to premium wages for missed meal
2 and rest breaks, the right to accurate itemized wage statements, the right to the prompt payment of full
3 wages within time limits designated by law, and the right to be reimbursed for necessary business
4 expenses.

5 13. HANDY's workers are misclassified because they are under the control and direction of
6 HANDY in connection with the performance of their work, perform work that is part of the usual course
7 of HANDY's business, and are not customarily engaged in an independently established trade,
8 occupation, or business in the same nature of the work performed for HANDY.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of Labor Code sections 2698 et seq.)**

11 **(Against Defendants HANDY TECHNOLOGIES, INC. and DOES 1 through 100)**

12 14. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 13,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 15. At all relevant times, PAGA provides that any provision of law under the Labor Code that
15 provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code
16 may, as an alternative, be recovered through a civil action brought by an aggrieved employee under the
17 procedures outlined in Labor Code section 2699.3.

18 16. Under PAGA, a civil action under PAGA may be brought by an "aggrieved employee,"
19 who was employed by the alleged violator and against whom one or more of the alleged violations was
20 committed.

21 17. Plaintiffs were employed by HANDY and the alleged violations were committed against
22 them during their time of employment and they are therefore aggrieved employees.

23 18. Under Labor Code sections 2699.3 and 2699.5, an aggrieved employee may pursue a
24 representative civil action arising under PAGA after these requirements have been met:

- 25 a. The aggrieved employee shall give written notice by online filing
26 ("Employee's Notice") to the LWDA and the employer of the specific
27 provisions of the Labor Code alleged to have been violated, including the
28 facts and theories to support the alleged violations.

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

(Lab. Code, § 510, subd. (a).)

24. Labor Code section 1198 provides that “[t]he maximum hours of work . . . fixed by the [Industrial Welfare Commission] shall be the maximum hours of work . . . for employees” and that “[t]he employment of any employee for longer hours than those fixed by the order . . . is unlawful.” (*Id.*, § 1198.)

25. Wage Order 15, subd. 3(C) states:

[E]mployees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. . . . Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (1) One and one-half (1 1/2) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (2) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)

consecutive day of work in a workweek.

(See also Wage Order 5, subd. 3(A)(1).)

26. HANDY does not pay Plaintiffs and its other workers overtime compensation when they worked over eight hours in one day and/or over 40 hours in a week because it classifies them as independent contractors, not employees.

Failure to Provide Meal Periods

27. Labor Code section 226.7, subdivision (b), states “[a]n employer shall not require an employee to work during a meal . . . period mandated pursuant to an applicable statute . . . or order of the Industrial Welfare Commission.” (Lab. Code, § 226.7, subd. (b).) “If an employer fails to provide an employee a meal . . . period in accordance with a state law . . . the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal . . . period is not provided.” (*Id.*, § 226.7, subd. (c).)

28. Labor Code section 512, subdivision (a), provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

29. Wage Order 15, subd. 11 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual

consent of employer and employee.

- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of employer and employee only if the first meal period was not waived.

¶ . . . ¶

- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

(See also Wage Order 5, subd. 11(A),(B) & (D).)

30. HANDY does not provide Plaintiffs and its other workers with meal periods when it should have, nor does it pay them premium pay, because it classifies them as independent contractors, not employees.

Failure to Provide Rest Breaks

31. Labor Code section 226.7, subdivision (b), states "[a]n employer shall not require an employee to work during a . . . rest . . . period mandated pursuant to an applicable statute . . . or order of the Industrial Welfare Commission." (Lab. Code, § 226.7, subd. (b).) "If an employer fails to provide an employee a . . . rest . . . period in accordance with a state law . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the . . . rest . . . period is not provided." (*Id.*, § 226.7, subd. (c).)

32. Wage Order 15, subd. 12 states:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the

1 total hours worked daily at the rate of ten (10) minutes net rest time
2 per four (4) hours or major fraction thereof. However, a rest period
3 need not be authorized for employees whose total daily work time is
4 less than three and one-half (3 1/2) hours. Authorized rest period time
5 shall be counted as hours worked for which there shall be no
6 deduction from wages.

7 [¶] . . . [¶]

8 (B) If an employer fails to provide an employee a rest period in
9 accordance with the applicable provisions of this order, the employer
10 shall pay the employee one (1) hour of pay at the employee's regular
11 rate of compensation for each workday that the rest period is not
12 provided.

13 (See also Wage Order 5, subd. 12(A) & (B).)

14 33. HANDY does not provide Plaintiffs and its other workers with rest breaks when it should
15 have, nor does it pay them premium pay, because it classifies them as independent contractors, not
16 employees.

17 **Failure to Timely Pay Wages Upon Termination**

18 34. Labor Code sections 201, 202, and 203 and the applicable IWC Wage Order provide that
19 if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
20 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her
21 wages shall become due and payable within seventy-two hours thereafter, unless the employee has given
22 seventy-two hours previous notice of his or her intention to quit, in which case the employee may have
23 his or her wages at the time of quitting.

24 35. HANDY failed to pay Plaintiffs and its other workers minimum wage for each hour of
25 work they performed, failed to pay them overtime when they worked over eight hours in one day and/or
26 over 40 hours in a week, and failed to pay them one additional hour of pay at their regular rate of pay
27 when they were not provided meal periods and rest breaks. These wages are not timely paid to Plaintiffs
28 and its other workers upon their discharge or termination.

1 **Failure to Timely Pay Wages During Employment**

2 36. Labor Code section 204 and the applicable IWC Wage Order requires that all wages
3 earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar
4 month, other than those wages due upon termination of an employee, are due and payable between the
5 16th and the 26th day of the month during which the labor was performed, and that all wages earned by
6 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
7 other than those wages due upon termination of an employee, are due and payable between the 1st and
8 the 10th day of the following month. Labor Code section 204 also requires that all wages earned for
9 labor over the normal work period shall be paid by the payday for the next regular payroll period.

10 37. HANDY failed to pay Plaintiffs and its other workers the minimum wage for each hour
11 of work they performed, failed to pay them overtime when they worked over eight hours in one day
12 and/or over 40 hours in a week, and failed to pay them one additional hour of pay at their regular rate
13 of pay when they were not provided meal periods and rest breaks. These wages are not timely paid
14 Plaintiffs and its other workers during their employment.

15 **Failure to Provide Complete and Accurate Wage Statements**

16 38. Labor Code section 226, subdivision (a), provides:

17 An employer, semimonthly or at the time of each payment of wages, shall
18 furnish to his or her employee, either as a detachable part of the check, draft,
19 or voucher paying the employee's wages, or separately if wages are paid by
20 personal check or cash, an accurate itemized statement in writing showing
21 (1) gross wages earned, (2) total hours worked by the employee, except as
22 provided in subdivision (j), (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned,
26 (6) the inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social security
28 number or an employee identification number other than a social security

1 number, (8) the name and address of the legal entity that is the employer . . .
2 (9) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee
4 The deductions made from payment of wages shall be recorded in ink
5 or other indelible form, properly dated, showing the month, day, and year,
6 and a copy of the statement and the record of the deductions shall be kept on
7 file by the employer for at least three years at the place of employment or at
8 a central location within the State of California. For purposes of this
9 subdivision, “copy” includes a duplicate of the itemized statement provided
10 to an employee or a computer-generated record that accurately shows all of
11 the information required by this subdivision.

12 39. Wage Order 15, subd. 7(B) states:

13 Every employer shall semimonthly or at the time of each payment of wages
14 furnish each employee, either as a detachable part of the check, draft, or
15 voucher paying the employee’s wages, or separately, an itemized statement
16 in writing showing: (1) all deductions; (2) the inclusive dates of the period
17 for which the employee is paid; (3) the name of the employee or the
18 employee’s social security number; and (4) the name of the employer,
19 provided all deductions made on written orders of the employee may be
20 aggregated and shown as one item.

21 (See also Wage Order 5, subd. 7(B).)

22 40. HANDY does not provide Plaintiffs and its other workers with true, accurate, timely, and
23 complete wage statements because it classifies them as independent contractors, not employees.

24 **Failure to Keep Accurate Business Records**

25 41. Labor Code section 1174, subdivision (d), and the applicable IWC Wage Order requires
26 employers to keep, at a central location in the state or at the plants or establishments at which employees
27 are employed, payroll records showing the hours worked daily by and the wages paid to, and the number
28 of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective

1 plants or establishments. These records shall be kept in accordance with rules established for this purpose
2 by the commission, but in any case shall be kept on file for not less than two years.

3 42. Wage Order 15, subd. 7(A) states:

4 (A) Every employer shall keep accurate information with respect to each
5 employee including the following:

6 (1) Full name, home address, occupation and social security
7 number.

8 (2) Birth date, if under 18 years, and designation as a minor.

9 (3) Time records showing when the employee begins and ends
10 each work period. Meal periods, split shift intervals and total
11 daily hours worked shall also be recorded. Meal periods
12 during which operations cease and authorized rest periods
13 need not be recorded.

14 (4) Total wages paid each payroll period, including value of
15 board, lodging, or other compensation actually furnished to
16 the employee.

17 (5) Total hours worked in the payroll period and applicable rates
18 of pay. This information shall be made readily available to
19 the employee upon reasonable request.

20 (6) When a piece rate or incentive plan is in operation, piece rates
21 or an explanation of the incentive plan formula shall be
22 provided to employees. An accurate production record shall
23 be maintained by the employer.

24 (See also Wage Order 5, subd. 7(A).)

25 43. HANDY intentionally and willfully failed to keep accurate and complete payroll records,
26 including but not limited to, failing to keep at a central location in the State of California payroll records
27 showing the hours worked daily by and the wages paid to, or the number of piece rate united earned by or
28 any applicable piece rate paid its workers. This is because HANDY failed to pay Plaintiffs and its other

workers the minimum wage for each hour of work they performed, failed to pay them overtime when they worked over eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.

Failure to Reimburse Business Expenses

44. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

45. Plaintiffs and the other workers incurred necessary business-related expenses, such as mileage costs and cleaning supplies, which were not fully reimbursed by HANDY because it classifies them as independent contractors, not employees.

Willful Misclassification

46. Labor Code section 226.8 and the applicable IWC Wage Order makes it unlawful to (1) willfully misclassify an individual as an independent contractor or (2) charge an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified.

47. HANDY willfully misclassified Plaintiffs and its other workers as independent contractors because they blatantly perform work that is part of the usual course of HANDY's business and, despite being advised by skilled attorneys, HANDY classified them—and continues to classify them—as independent contractors.

48. HANDY also directly charges its willfully misclassified Plaintiffs and its other workers various fees for having to cancel an appointment.

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49. Labor Code section 351 states:

No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.

50. Although Plaintiffs and the other workers receive tips through the Handy app, they do not receive these tips the following day. Instead, they must wait until the biweekly payout dates or pay a \$2 to \$3 fee to receive their tips early.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, jointly and severally, as follows:

1. Under Labor Code section 2699, Plaintiffs request and may recover civil penalties from HANDY.

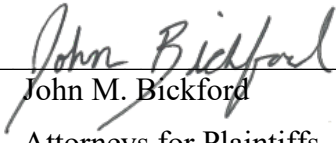
2. Under Labor Code section 2699, subdivision (i), the civil penalties recovered shall be distributed: seventy-five percent (75%) to the Labor and Workforce Development Agency and twenty-five percent (25%) to the aggrieved employees.

3. Plaintiffs seek and may recover reasonable attorneys' fees and costs under Labor Code

1 section 2699.

2
3 Date: June 3, 2020

PARRIS LAW FIRM

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5 By: 
6 John M. Bickford
7 Attorneys for Plaintiffs
8 and the Aggrieved Employees
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, in their representative capacity under the Private Attorney General Act ("PAGA"),
3 hereby demands a trial by a jury.

4
5 Date: June 3, 2020

PARRIS LAW FIRM

6
7 By: _____


John M. Bickford
Attorneys for Plaintiffs
and the Aggrieved Employees