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ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 24 2013

CLERK OF THE SUPERIOR COURT  
By Rachael Coleman Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF ALAMEDA**

13 IVONNETH CRUZ, an individual, on  
14 behalf of herself, on behalf of all persons  
15 similarly situated, and as the  
representative of the State of California,

16 Plaintiff,

17 vs.

18 REDFIN CORPORATION, a  
19 Corporation; and DOES 1 through 50,  
20 inclusive,

21 Defendants.

22 CASE NO. RG1370795

23 **CLASS ACTION COMPLAINT FOR:**

- 24 1. UNFAIR COMPETITION IN  
25 VIOLATION OF CAL. BUS. & PROF,  
26 CODE §§ 17200, *et seq.*;  
27 2. FAILURE TO PAY MINIMUM  
28 WAGES AND OVERTIME WAGES IN  
VIOLATION OF CAL. LAB. CODE §§  
510, 1194 & 1198, *et seq.*;  
3. FAILURE TO PROVIDE ACCURATE  
ITEMIZED STATEMENTS IN  
VIOLATION OF CAL. LAB. CODE §  
226;  
4. FAILURE TO PROVIDE WAGES  
WHEN DUE IN VIOLATION OF CAL.  
LAB. CODE §§ 201, 202 AND 203;  
5. FAILURE TO REIMBURSE  
EMPLOYEES FOR REQUIRED  
EXPENSES IN VIOLATION OF  
CAL. LAB. CODE § 2802; and,  
6. LABOR CODE PRIVATE  
ATTORNEY GENERAL ACT [LABOR  
CODE § 2698 *et seq.*].

**DEMAND FOR A JURY TRIAL**

1 Plaintiff Ivonneth Cruz ("PLAINTIFF"), an individual, on behalf of herself and all other  
2 similarly situated current and former employees and on behalf of the State of California  
3 pursuant to the Private Attorney General Act of 2004, Cal. Lab.Code § 2698, *et seq.* ("PAGA"),  
4 alleges on information and belief, except her own acts and knowledge, the following:

#### 5 INTRODUCTION

6 1. Defendant Redfin Corporation ("REDFIN" or "DEFENDANT") in order to service  
7 customers hires workers to aid REDFIN in providing real estate brokerage services. The cost,  
8 as proscribed by law, of the personnel hired to work for REDFIN, includes not only the pay and  
9 overtime pay of these employees but the cost of the employer's share of tax payments to the  
10 federal and state governments for income taxes, social security taxes, medicare insurance,  
11 unemployment insurance and payments for workers' compensation insurance ("Business Related  
12 Expenses"). To avoid the payment of these legally proscribed Business Related Expenses to the  
13 fullest extent possible, REDFIN devised a scheme to place the responsibility for the payment  
14 of these costs and expenses of REDFIN on the shoulders of the PLAINTIFF and other Field  
15 Agents. As employer, REDFIN is legally responsible for the payment of all these Business  
16 Related Expenses. This lawsuit is brought on behalf of these Field Agents who worked for  
17 REDFIN in CALIFORNIA and were classified as independent contractors during the  
18 CALIFORNIA CLASS PERIOD, in order to collect the wages due them as employees of  
19 REDFIN, the cost of their training, the cost of the employer's share of payments to the federal  
20 and state governments for income taxes, social security taxes, medicare insurance,  
21 unemployment insurance and payments for workers' compensation insurance, plus penalties and  
22 interest.

#### 23 THE PARTIES

24 2. Defendant Redfin Corporation at all relevant times mentioned herein conducted and  
25 continues to conduct substantial and regular business in the State of California.

26 3. REDFIN operates as an online real estate brokerage company in the United States.  
27 The company handles tours, pricing analysis, negotiations, inspections, and closings and  
28 features listings directly from broker databases, as well as for-sale-by-owner and foreclosure

1 properties on the Internet. REDFIN also provides real estate listings with tax records and  
2 analytics. The company was founded in 2002 and has locations in San Francisco and Irvine,  
3 California.

4 4. Plaintiff Ivonneth Cruz ("PLAINTIFF") worked for REDFIN as a Field Agent from  
5 February of 2010 to May of 2013 and was classified by REDFIN as an independent contractor  
6 at all times relevant mentioned herein.

7 5. California Labor Code Section 226.8 provides that "[i]t is unlawful for any person  
8 or employer to engage in . . . [w]illful misclassification of an individual as an independent  
9 contractor." The penalty for willful misclassification of employees is a "civil penalty of not less  
10 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for  
11 each violation, in addition to any other penalties or fines permitted by law." It is further  
12 provided that, in the event that an employer is found to have engaged in "a pattern or practice  
13 of these violations," the penalties increase to "not less than ten thousand dollars (\$10,000) and  
14 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other  
15 penalties or fines permitted by law." Cal. Labor Code § 226.8.

16 6. Here, REDFIN has willfully misclassified PLAINTIFF and other FIELD AGENTS  
17 as described in Cal. Labor Code § 226.8, and further, that REDFIN has engaged in a "pattern  
18 or practice" of such violations as contemplated by the California Labor Code.

19 7. Upon hire, the position of a Field Agent was represented by REDFIN to the  
20 PLAINTIFF and the other Field Agents as an independent contractor position capable of paying  
21 a flat piece rate for particular jobs completed for REDFIN. PLAINTIFF and other Field Agents  
22 were paid a flat rate of \$100 to conduct home inspections on REDFIN's behalf and a flat rate  
23 of \$125 to perform an open house showing for REDFIN. Additionally, if the PLAINTIFF and  
24 other Field Agents showed up for an appointment that was cancelled, REDFIN would  
25 compensate PLAINTIFF and other Field Agents a flat rate of \$25. PLAINTIFF and other Field  
26 Agents were not compensated for any of their time spent working other than the flat piece rate  
27 for each specific job performed. The finite set of tasks required to be performed by the Field  
28 Agents was drive to homes in order to conduct home tours and home inspections, preparing for

1 and attending open house showings, attending various team meetings, and drafting "agent  
2 insights" detailing the description of homes for sale all in accordance with REDFIN's business  
3 practices and policies. As a result, these employees were therefore not paid for all working  
4 hours.

5 8. To perform their job duties, the PLAINTIFF and the other Field Agents performed  
6 work subject to the control of REDFIN in that REDFIN had the authority to exercise complete  
7 control over the work performed and the manner and means in which the work was performed.  
8 REDFIN provided the customers and REDFIN provided the instructions as to how to perform  
9 inspections and show the homes listed with REDFIN. California Labor Code § 3357 defines  
10 "employee" as "every person in the service of an employer under any appointment or contact  
11 of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully  
12 employed." In addition to the California Labor Code's presumption that workers are employees,  
13 the California Supreme Court has determined the most significant factor to be considered in  
14 distinguishing an independent contractor from an employee is whether the employer or principal  
15 has control or the right to control the work both as to the work performed and the manner and  
16 means in which the work is performed. REDFIN controlled both the work performed and the  
17 manner and means in which the PLAINTIFF and the other Field Agents performed their work  
18 in that:

19 (a) PLAINTIFF and other Field Agents were not involved in a distinct business,  
20 but instead were provided with instructions as to how to perform their work and the manner and  
21 means in which the work was to be performed by means of REDFIN's manuals and written  
22 instructions;

23 (b) PLAINTIFF and other Field Agents were continuously provided with training  
24 and supervision, and received training from REDFIN as to how and in what way to perform  
25 home inspections and draft Agent Insights in that no prior advanced skill or training other than  
26 training by REDFIN was required to obtain this job;

27 (c) REDFIN set the requirements as to what final results were expected in regards  
28 to the services performed by the PLAINTIFF and other Field Agents and REDFIN implemented

1 methods for the PLAINTIFF and other Field Agents to follow in order to obtain REDFIN's  
2 desired results;

3 (d) The PLAINTIFF and other Field Agents had no opportunity for profit or loss  
4 because REDFIN only paid these employees based on the particular jobs they completed and  
5 REDFIN controlled the particular appointments the PLAINTIFF and other Field Agents could  
6 attend. Importantly, REDFIN did not allow PLAINTIFF and other Field Agents to market and  
7 sell their own real estate;

8 (e) PLAINTIFF and other Field Agents performed real estate work which is part  
9 of REDFIN's principal business and is closely integrated with and essential to the employer's  
10 business of providing real estate services to their customers;

11 (f) PLAINTIFF and other Field Agents performed the work themselves and did  
12 not hire others to perform their work for them;

13 (g) PLAINTIFF and other Field Agents did not have the authority to make  
14 employment-related personnel decisions; and,

15 (h) PLAINTIFF and other Field Agents performed their work in a particular order  
16 and sequence in accordance with REDFIN company policy.

17 9. As a result, stripped of all the legal fictions and artificial barriers to an honest  
18 classification of the relationship between the PLAINTIFF and all the other Field Agents on the  
19 one hand, and REDFIN on the other hand, the PLAINTIFF and all the other Field Agents are  
20 and were employees of REDFIN and not independent contractors of REDFIN and should  
21 therefore be properly classified as non-exempt, hourly employees.

22 10. PLAINTIFF brings this Class Action on behalf of herself and a California class,  
23 defined as all individuals who worked for DEFENDANT in California as Field Agents and who  
24 were classified as independent contractors (the "CALIFORNIA CLASS") at any time during  
25 the period beginning four (4) years prior to the filing of this Complaint and ending on the date  
26 as determined by the Court (the "CALIFORNIA CLASS PERIOD").

27 11. As a matter of company policy, practice and procedure, REDFIN has unlawfully,  
28 unfairly and/or deceptively classified every CALIFORNIA CLASS Member as "independent

1 contractors" in order to unlawfully avoid compliance with all applicable federal and state laws  
2 that require payment for all hours at work, business expenses, and the employer's share of  
3 payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal and  
4 state governments and the CALIFORNIA CLASS Members, the PLAINTIFF and the  
5 CALIFORNIA CLASS Members were underpaid throughout their employment with REDFIN.

6 12. The true names and capacities, whether individual, corporate, associate or  
7 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown  
8 to the PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to  
9 Cal. Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, alleges  
10 that each of the Defendants designated herein is legally responsible in some manner for the  
11 unlawful acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint  
12 to reflect the true names and capacities of the Defendants when they have been ascertained and  
13 become known.

14 13. The agents, servants and/or employees of the Defendants and each of them  
15 acting on behalf of the Defendants acted within the course and scope of his, her or its authority  
16 as the agent, servant and/or employee of the Defendants, and personally participated in the  
17 conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
18 Consequently, the acts of each Defendant are legally attributable to the other Defendants and  
19 all Defendants are jointly and severally liable to the PLAINTIFF and the other members of the  
20 CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents,  
21 servants and/or employees.

## 22 THE CONDUCT

23 14. The finite set of tasks required of the PLAINTIFF and the other CALIFORNIA  
24 CLASS Members as defined by DEFENDANT was executed by them through the performance  
25 of non-exempt labor.

26 15. Although the PLAINTIFF and the other CALIFORNIA CLASS Members performed  
27 non-exempt labor subject to REDFIN's complete control over the manner and means of  
28 performance, REDFIN instituted a blanket classification policy, practice and procedure by

1 which all of these CALIFORNIA CLASS Members were classified as "independent  
2 contractors" exempt from compensation for all hours worked, overtime compensation, meal  
3 breaks and rest breaks, and reimbursement for business related expenses. By reason of this  
4 uniform misclassification, the CALIFORNIA CLASS Members were also required to pay  
5 REDFIN's share of payroll taxes and mandatory insurance premiums. As a result of this  
6 uniform misclassification practice, policy and procedure applicable to the PLAINTIFF and the  
7 other CALIFORNIA CLASS Members who performed this work for DEFENDANT,  
8 DEFENDANT committed acts of unfair competition in violation of the California Unfair  
9 Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging in a  
10 company-wide policy, practice and procedure which uniformly failed to properly classify the  
11 PLAINTIFF and the other CALIFORNIA CLASS Members as employees and thereby failed  
12 to pay them minimum wages for all hours worked, overtime wages for overtime hours worked,  
13 reimbursement of business related expenses, failed to provide them with meal and rest breaks,  
14 and failed to reimburse these employees for the employer's share of payroll taxes and mandatory  
15 insurance. The proper classification of these employees is DEFENDANT's burden. As a result  
16 of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT  
17 violated the California Labor Code and regulations promulgated thereunder as herein alleged.  
18 DEFENDANT did not have in place a policy, practice or procedure that provided meal and/or  
19 rest breaks to the PLAINTIFF and CALIFORNIA CLASS Members as evidence by  
20 DEFENDANT's business records which contain no record of these breaks. In addition,  
21 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS Members for  
22 necessary expenses incurred in the performance of their job duties for DEFENDANT's benefit  
23 which included, but are not limited to, the cost of upkeep and repair of their personal vehicles  
24 that PLAINTIFF and CALIFORNIA CLASS Members drove while conducting their work for  
25 DEFENDANT in violation of California Labor Code Section 2802.

26 16. DEFENDANT, as a matter of law, has the burden of proving that employees are  
27 properly classified and that DEFENDANT otherwise complies with applicable laws.  
28 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the

1 CALIFORNIA CLASS Members as independent contractors.

2 17. PLAINTIFF and all the CALIFORNIA CLASS Members are and were uniformly  
3 classified and treated by DEFENDANT as independent contractors at the time of hire and  
4 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and  
5 the CLASS Members are properly classified under the applicable Industrial Welfare  
6 Commission Wage Order and Cal. Lab. Code §§ 510, *et seq.* as exempt from applicable labor  
7 laws. Since DEFENDANT affirmatively and willfully misclassified the PLAINTIFF and  
8 CALIFORNIA CLASS Members in compliance with California labor laws, DEFENDANT's  
9 practices violated and continue to violate California law. In addition, DEFENDANT acted  
10 deceptively by falsely and fraudulently classifying the PLAINTIFF and each CALIFORNIA  
11 CLASS Member as independent contractors when DEFENDANT knew or should have known  
12 that this classification was false and not based on known facts. DEFENDANT also acted  
13 deceptively by violating the California labor laws, and as a result of this policy and practice,  
14 DEFENDANT also violated the UCL. In doing so, DEFENDANT cheated the competition by  
15 paying the CALIFORNIA CLASS less than the amount competitors paid who complied with  
16 the law and cheated the CALIFORNIA CLASS by not paying them in accordance with  
17 California law.

18 18. DEFENDANT also failed to provide the PLAINTIFF and the other members of the  
19 CALIFORNIA CLASS with complete and accurate wage statements which failed to show,  
20 among other things, the correct number of hours worked, including, work performed in excess  
21 of eight (8) hours in a workday and forty (40) hours in any workweek. Cal. Lab. Code § 226  
22 provides that every employer shall furnish each of his or her employees with an accurate  
23 itemized wage statement in writing showing, among other things, gross wages earned and all  
24 applicable hourly rates in effect during the pay period and the corresponding number of hours  
25 worked at each hourly rate. As a result, DEFENDANT provided the PLAINTIFF and the other  
26 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code  
27 § 226.

28 19. By reason of this uniform conduct applicable to the PLAINTIFF and all the

1 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
2 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
3 (the "UCL"), by engaging in a company-wide policy, practice and procedure which failed to  
4 correctly classify the PLAINTIFF and the CALIFORNIA CLASS Members as employees. The  
5 proper classification of these employees is DEFENDANT's burden. As a result of  
6 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT  
7 failed to pay all required minimum and overtime compensation for work performed by the  
8 PLAINTIFF and other CALIFORNIA CLASS Members and violated the California Labor Code  
9 and regulations promulgated thereunder as herein alleged.

10 20. Specifically as to PLAINTIFF, she worked for DEFENDANT in California as a Field  
11 Agent and was classified by DEFENDANT as an independent contractor from February of 2010  
12 to May of 2013. Upon hire, the position of a Field Agent was represented by DEFENDANT  
13 to the PLAINTIFF as an independent contractor position capable of paying a flat rate for  
14 specific jobs completed. PLAINTIFF was not compensated for any of her time spent working  
15 other than the flat rate for completed jobs performed for DEFENDANT's benefit. Moreover,  
16 DEFENDANT's company policy restrained PLAINTIFF from being able to market and sell her  
17 own real estate while working for DEFENDANT. Plaintiff was required to engage in the finite  
18 set of tasks of driving to homes in order to conduct home tours and home inspections, preparing  
19 for and attending open house showings, attending various team meetings, and drafting "agent  
20 insights" detailing the description of homes for sale all in accordance with DEFENDANT's  
21 company policies. During the CALIFORNIA CLASS PERIOD, PLAINTIFF as a Field Agent,  
22 was classified by DEFENDANT as an independent contractor and thus did not receive pay for  
23 all hours worked, including overtime pay for hours worked in excess of eight (8) hours in a  
24 workday, more than forty (40) hours in a workweek, and/or more than twelve (12) hours in a  
25 workday. As a result of DEFENDANT's misclassification of PLAINTIFF as an independent  
26 contractor, PLAINTIFF was not compensated by DEFENDANT for her hours worked at the  
27 applicable minimum wage and overtime rates. DEFENDANT also required PLAINTIFF to pay  
28 for the upkeep and gas when using her personal vehicle while performing his job duties in

1 violation of California Labor Code Section 2802. During the CALIFORNIA CLASS PERIOD,  
2 PLAINTIFF was also required to perform work as ordered by the DEFENDANT for more than  
3 five (5) hours during a shift without receiving a meal or rest break as evidenced by daily time  
4 reports for PLAINTIFF. PLAINTIFF therefore forfeited meal and rest breaks without  
5 additional compensation and in accordance with DEFENDANT's strict corporate policy and  
6 practice which did not provide for mandatory meal and rest breaks. To date, DEFENDANT has  
7 not fully paid PLAINTIFF all minimum and overtime wages still owed to her or any penalty  
8 wages owed to her under California Labor Code § 203.

### 9 THE CALIFORNIA CLASS

10 21. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and  
11 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL")  
12 as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class,  
13 defined as all individuals who worked for DEFENDANT in California as Field Agents and who  
14 were classified as independent contractors (the "CALIFORNIA CLASS") at any time during  
15 the period beginning four (4) years prior to the filing of this Complaint and ending on the date  
16 as determined by the Court (the "CALIFORNIA CLASS PERIOD").

17 22. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS  
18 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

19 23. All CALIFORNIA CLASS Members who performed and continue to perform this  
20 work for DEFENDANT during the CALIFORNIA CLASS PERIOD are similarly situated in  
21 that they are subject to DEFENDANT's uniform policy and systematic practice that required  
22 them to perform work without compensation as required by law.

23 24. DEFENDANT, as a matter of corporate, policy, practice and procedure, and in  
24 violation of the applicable California Labor Code, Industrial Welfare Commission ("IWC")  
25 Wage Order requirements, and the applicable provisions of California law, intentionally,  
26 knowingly and willfully engaged in a practice whereby DEFENDANT unfairly, unlawfully and  
27 deceptively instituted a practice to ensure that all individuals employed as independent  
28 contractors were not properly classified as non-exempt employees from the requirements of

1 California Labor Code §§ 510, *et seq.*

2 25. During the CALIFORNIA CLASS PERIOD, DEFENDANT uniformly violated the  
3 rights of the PLAINTIFF and the CALIFORNIA CLASS Members under California law,  
4 without limitation, in the following manners:

- 5 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§  
6 17200, *et seq.* the ("UCL"), in that DEFENDANT, while acting as employer,  
7 devised and implemented a scheme whereby the PLAINTIFF and the  
8 CALIFORNIA CLASS Members are forced to unlawfully, unfairly and  
9 deceptively shoulder the cost of DEFENDANT's wages for all unpaid work  
10 time, all unpaid overtime hours worked, business related expenses, and  
11 DEFENDANT's share of employment taxes, social security taxes,  
12 unemployment insurance and workers' compensation insurance;
- 13 (b) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§  
14 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively having  
15 in place company policies, practices and procedures that uniformly  
16 misclassified the PLAINTIFF and the CALIFORNIA CLASS Members as  
17 independent contractors;
- 18 (c) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§  
19 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively failing  
20 to have in place a company policy, practice and procedure that accurately  
21 determined the amount of working time spent by the PLAINTIFF and the  
22 CALIFORNIA CLASS Members performing non-exempt employee labor;
- 23 (d) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§  
24 17200, *et seq.* the ("UCL"), by failing to provide the PLAINTIFF and the  
25 other members of the CALIFORNIA CLASS with all legally required meal  
26 and rest breaks; and,
- 27 (e) Committing an act of unfair competition in violation of the California Unfair  
28 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.* the ("UCL"), by

1 violating Cal. Lab. Code § 2802 by failing to reimburse the PLAINTIFF and  
2 the CALIFORNIA CLASS members with necessary expenses incurred in the  
3 discharge of their job duties.

4 26. As a result of DEFENDANT's uniform policies, practices and procedures, there are  
5 numerous questions of law and fact common to all CALIFORNIA CLASS Members who  
6 worked for during the CALIFORNIA CLASS PERIOD. These questions include, but are not  
7 limited, to the following:

- 8 (a) Whether PLAINTIFF and other CALIFORNIA CLASS Members were  
9 misclassified as independent contractors by DEFENDANT;
- 10 (b) Whether the PLAINTIFF and the CALIFORNIA CLASS Members all  
11 afforded all the protections of the California Labor Code that apply when  
12 properly classified as non-exempt employees;
- 13 (c) Whether DEFENDANT's policies, practices and pattern of conduct described  
14 in this Complaint was and is unlawful;
- 15 (d) Whether DEFENDANT unlawfully failed to pay their share of state and  
16 federal employment taxes as required by state and federal tax laws;
- 17 (e) Whether DEFENDANT's policy, practice and procedure of classifying the  
18 CALIFORNIA CLASS Members as independent contractors exempt from  
19 minimum wage laws, hourly wages laws for all hours worked and failing to  
20 pay the CALIFORNIA CLASS Members all amounts due violates applicable  
21 provisions of California State law;
- 22 (f) Whether DEFENDANT unlawfully failed to keep and furnish the  
23 CALIFORNIA CLASS Members with accurate records of all hours worked,  
24 including overtime hours worked;
- 25 (g) Whether DEFENDANT unlawfully failed to reimburse the CALIFORNIA  
26 CLASS Members with required expenses incurred in the discharge of their  
27 job duties;
- 28 (h) Whether DEFENDANT has engaged in unfair competition by the above-listed

1                   conduct; and,

2           (i)     Whether DEFENDANT's conduct was willful.

3       27.     This Class Action meets the statutory prerequisites for the maintenance of a Class  
4     Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

5           (a)     The persons who comprise the CALIFORNIA CLASS are so numerous that  
6     the joinder of all such persons is impracticable and the disposition of their claims as a class will  
7     benefit the parties and the Court;

8           (b)     Nearly all factual, legal, statutory, declaratory and injunctive relief issues that  
9     are raised in this Complaint are common to the CALIFORNIA CLASS and will apply uniformly  
10    to every CALIFORNIA CLASS Member;

11          (c)     The claims of the representative PLAINTIFF are typical of the claims of each  
12    member of the CALIFORNIA CLASS. PLAINTIFF, like all the CALIFORNIA CLASS  
13    Members, was classified as an independent contractor upon hiring based on the defined  
14    corporate policies and practices and labors under DEFENDANT's systematic procedure that  
15    failed to properly classify the PLAINTIFF and the CALIFORNIA CLASS Members.  
16    PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices.  
17    PLAINTIFF and the CALIFORNIA CLASS Members were and are similarly or identically  
18    harmed by the same unlawful, unfair, deceptive and persuasive pattern of misconduct engaged  
19    in by DEFENDANT by deceptively telling all the CALIFORNIA CLASS Members that they  
20    were not entitled to minimum wages, wages for all hours worked, overtime wages, the  
21    employer's share of payment of payroll taxes and mandatory insurance, and reimbursement for  
22    business expenses based on the defined corporate policies and practices, and unfairly failed to  
23    pay these employees who were improperly classified as independent contractors; and,

24          (d)     The representative PLAINTIFF will fairly and adequately represent and  
25    protect the interest of the CALIFORNIA CLASS, and has retained counsel who is competent  
26    and experienced in Class Action litigation. There are no material conflicts between the claims  
27    of the representative PLAINTIFF and the CALIFORNIA CLASS Members that would make  
28    class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert

1 the claims of all employees in the CALIFORNIA CLASS.

2 28. In addition to meeting the statutory prerequisites to a Class Action, this Action is  
3 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

4 (a) Without class certification and determination of declaratory, injunctive,  
5 statutory and other legal questions within the class format, prosecution of separate actions by  
6 individual members of the CALIFORNIA CLASS will create the risk of:

7 (i) Inconsistent or varying adjudications with respect to individual  
8 members of the CALIFORNIA CLASS which would establish incompatible standards of  
9 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

10 (ii) Adjudication with respect to individual members of the CALIFORNIA  
11 CLASS which would as a practical matter be dispositive of the interests of the other members  
12 not party to the adjudication or substantially impair or impeded their ability to protect their  
13 interests.

14 (b) The parties opposing the CALIFORNIA LASS have acted on grounds  
15 generally applicable to the CALIFORNIA CLASS making appropriate class-wide relief with  
16 respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly classified and  
17 treated the CALIFORNIA CLASS Members as independent contractors and, thereafter,  
18 uniformly failed to take proper steps to determine whether the CALIFORNIA CLASS Members  
19 were properly classified as independent contractors, and thereby denied these employees wages  
20 and payments for business expenses, training expenses and the employer's share of payroll taxes  
21 and mandatory insurance as required by law.

22 (i) With respect to the First Cause of Action, the final relief on behalf of  
23 the CALIFORNIA CLASS sought does not related exclusively to restitution because through  
24 this claim the PLAINTIFF seeks declaratory relief holding that DEFENDANT's policies and  
25 practices constitute unfair competition, along with incidental equitable relief as may be  
26 necessary to remedy the conduct declared to constitute unfair competition.

27 (c) Common questions of law and fact exist as to members of the CALIFORNIA  
28 CLASS with respect to the practices and violations of California and federal law as listed above,

1 and predominate over any question affecting only individual members, and a Class Action is  
2 superior to other available methods for the fair and efficient adjudication of the controversy,  
3 including consideration of:

4 (i) The interest of the CALIFORNIA CLASS Members in individually  
5 controlling the prosecution or defense of separate actions;

6 (ii) The extent and nature of any litigation concerning the controversy  
7 already commenced by or against members of the CALIFORNIA CLASS;

8 (iii) In the context of wage litigation because as a practical matter a  
9 substantial number of individual CALIFORNIA CLASS members will avoid asserting their  
10 legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an  
11 individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only  
12 means to assert their claims through a representative;

13 (iv) The desirability or undesirability of concentration the litigation of the  
14 claims in the particular forum;

15 (v) The difficulties likely to be encountered in the management of a Class  
16 Action; and,

17 (vi) The basis of DEFENDANT's policies and practices uniformly applied  
18 to all the CALIFORNIA CLASS Members.

19 29. The Court should permit this Action to be maintained as a Class Action pursuant to  
20 Cal. Code of Civ. Proc. § 382 because:

21 (a) The questions of law and fact common to the CALIFORNIA CLASS  
22 predominate over any question affecting only individual members;

23 (b) A Class Action is superior to any other available method for the fair and  
24 efficient adjudication of the claims of the members of the CALIFORNIA CLASS;

25 (c) The CALIFORNIA CLASS Members are so numerous that it is impractical  
26 to bring all CALIFORNIA CLASS Members before the Court;

27 (d) PLAINTIFF, and the CALIFORNIA CLASS Members, will not be able to  
28 obtain effective and economic legal redress unless the action is maintained as a Class Action;

1 (e) There is a community of interest in obtaining appropriate legal and equitable  
2 relief for the acts of unfair competition, statutory violations and other improprieties, and in  
3 obtaining adequate compensation for the damages and injuries which DEFENDANT's actions  
4 have inflicted upon the CALIFORNIA CLASS;

5 (f) There is a community of interest in ensuring that the combined assets and  
6 available insurance of DEFENDANT are sufficient to adequately compensate the  
7 CALIFORNIA CLASS Members for any injuries sustained;

8 (g) DEFENDANT has acted or has refused to act on grounds generally applicable  
9 to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect  
10 to the CLASS as a whole;

11 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the  
12 business records of DEFENDANT. The CALIFORNIA CLASS consists of all DEFENDANT's  
13 Field Agents in California classified as independent contractors during the CALIFORNIA  
14 CLASS PERIOD and subjected to DEFENDANT's policies, practices and procedures as herein  
15 alleged; and,

16 (i) Class treatment provides manageable judicial treatment calculated to bring an  
17 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
18 DEFENDANT's conduct as to the CALIFORNIA CLASS Members.

19 30. DEFENDANT maintains records from which the Court can ascertain and identify by  
20 name and job title, each of DEFENDANT's employees who have been systematically,  
21 intentionally and uniformly subjected to DEFENDANT's corporate policies, practices and  
22 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include  
23 any additional job titles of similarly situated employees when they have been identified.

24 **THE CALIFORNIA LABOR SUB-CLASS**

25 31. PLAINTIFF further brings the Second, Third, Fourth and Fifth Causes of Action on  
26 behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are  
27 or previously were employed by DEFENDANT in California as Field Agents and who were  
28 classified as Independent Contractors (the "CALIFORNIA LABOR SUB-CLASS") at any time

1 during the period three (3) years prior to the filing of the Complaint and ending on the date as  
2 determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to  
3 Cal. Code of Civ. Proc. § 382.

4 32. DEFENDANT, as a matter of corporate policy, practice and procedure, and in  
5 violation of the applicable California Labor Code ("Labor Code"), and Industrial Welfare  
6 Commission ("IWC") Wage Order requirements intentionally, knowingly, and wilfully, on the  
7 basis of job title alone and without regard to the actual overall requirements of the job,  
8 systematically classified PLAINTIFF and the other members of the CALIFORNIA LABOR  
9 SUB-CLASS as independent contractors in order to avoid the payment of minimum and  
10 overtime wages, and in order to avoid the obligations under the applicable California Labor  
11 Code provisions. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
12 LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS  
13 PERIOD should be adjusted accordingly.

14 33. DEFENDANT maintains records from which the Court can ascertain and  
15 identify by job title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-  
16 CLASS Members have been systematically, intentionally and uniformly misclassified as  
17 independent contractors as a matter of DEFENDANT's corporate policy, practices and  
18 procedures. PLAINTIFF will seek leave to amend the complaint to include these additional job  
19 titles when they have been identified.

20 34. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
21 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

22 35. DEFENDANT, as a matter of corporate policy, practice and procedure,  
23 erroneously classified all Field Agents as independent contractors making these employees  
24 exempt from California labor laws. All Field Agents, including the PLAINTIFF, performed the  
25 same finite set of tasks and were paid by DEFENDANT according to uniform and systematic  
26 company procedures, which, as alleged herein above, failed to correctly pay minimum and  
27 overtime compensation. This business practice was uniformly applied to each and every  
28 member of the CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this

1 conduct can be adjudicated on a class-wide basis.

2 36. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under  
3 California law by:

- 4 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by misclassifying and thereby failing  
5 to pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
6 CLASS the correct overtime pay for a workday longer than eight (8) hours,  
7 a workweek longer than forty (40) hours, for which DEFENDANT is liable  
8 pursuant to Cal. Lab. Code § 1194;
- 9 (b) Violating Cal. Lab. Code § 226 by failing to provide PLAINTIFF and the  
10 members of the CALIFORNIA LABOR SUB-CLASS who were improperly  
11 classified as independent contractors with an accurate itemized statement in  
12 writing showing the gross wages earned, the net wages earned, all applicable  
13 hourly rates in effect during the pay period and the corresponding number of  
14 hours worked at each hourly rate by the employee;
- 15 (c) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when  
16 an employee is discharged or quits from employment, the employer must pay  
17 the employee all wages due without abatement, by failing to tender full  
18 payment and/or restitution of wages owed or in the manner required by  
19 California law to the members of the CALIFORNIA LABOR SUB-CLASS  
20 who have terminated their employment; and,
- 21 (d) Violating Cal. Lab. Code § 2802, by failing to reimburse the PLAINTIFF and  
22 the CALIFORNIA LABOR SUBCLASS members for required expenses  
23 incurred in the discharge of their job duties.

24 37. This Class Action meets the statutory prerequisites for the maintenance of a Class  
25 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 26 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so  
27 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS  
28 Members is impracticable and the disposition of their claims as a class will

benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all other members of the CALIFORNIA LABOR SUB-CLASS was improperly classified as an independent contractor and was thus denied minimum and overtime pay as a result of DEFENDANT's systematic classification practices. PLAINTIFF and all other members of the CALIFORNIA LABOR SUB-CLASS sustained economic injuries arising from DEFENDANT's violations of the laws of California; and,

(d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

38. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

(a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

1) Inconsistent or varying adjudications with respect to individual

1 members of the CALIFORNIA LABOR SUB-CLASS which would  
2 establish incompatible standards of conduct for the parties opposing  
3 the CALIFORNIA LABOR SUB-CLASS; or,

4 2) Adjudication with respect to individual members of the CALIFORNIA  
5 LABOR SUB-CLASS which would as a practical matter be dispositive  
6 of interests of the other members not party to the adjudication or  
7 substantially impair or impede their ability to protect their interests.

8 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or  
9 refused to act on grounds generally applicable to the CALIFORNIA LABOR  
10 SUB-CLASS, making appropriate class-wide relief with respect to the  
11 CALIFORNIA LABOR SUB-CLASS as a whole in that the DEFENDANT  
12 uniformly classified and treated the members of the CALIFORNIA LABOR  
13 SUB-CLASS as independent contractors and, thereafter, uniformly failed to  
14 take proper steps to determine whether the CALIFORNIA LABOR SUB-  
15 CLASS Members were properly classified as independent contractors, and  
16 thereby denied these employees the protections afforded to them under the  
17 California Labor Code;

18 (c) Common questions of law and fact predominate as to the members of the  
19 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
20 violations of California law as listed above, and predominate over any  
21 question affecting only individual CALIFORNIA LABOR SUB-CLASS  
22 Members, and a Class Action is superior to other available methods for the  
23 fair and efficient adjudication of the controversy, including consideration of:

24 1) The interests of the members of the CALIFORNIA LABOR SUB-  
25 CLASS in individually controlling the prosecution or defense of  
26 separate actions in that the substantial expense of individual actions  
27 will be avoided to recover the relatively small amount of economic  
28 losses sustained by the individual CALIFORNIA LABOR SUB-

1 CLASS Members when compared to the substantial expense and  
2 burden of individual prosecution of this litigation;

3 2) Class certification will obviate the need for unduly duplicative  
4 litigation that would create the risk of:

5 A. Inconsistent or varying adjudications with respect to individual  
6 members of the CALIFORNIA LABOR SUB-CLASS, which  
7 would establish incompatible standards of conduct for the  
8 DEFENDANT; and/or,

9 B. Adjudications with respect to individual members of the  
10 CALIFORNIA LABOR SUB-CLASS would as a practical  
11 matter be dispositive of the interests of the other members not  
12 parties to the adjudication or substantially impair or impede  
13 their ability to protect their interests;

14 3) In the context of wage litigation because a substantial number of  
15 individual CALIFORNIA LABOR SUB-CLASS Members will avoid  
16 asserting their legal rights out of fear of retaliation by DEFENDANT,  
17 which may adversely affect an individual's job with DEFENDANT or  
18 with a subsequent employer, the Class Action is the only means to  
19 assert their claims through a representative; and,

20 4) A class action is superior to other available methods for the fair and  
21 efficient adjudication of this litigation because class treatment will  
22 obviate the need for unduly and unnecessary duplicative litigation that  
23 is likely to result in the absence of certification of this action pursuant  
24 to Cal. Code of Civ. Proc. § 382.

25 39. This Court should permit this action to be maintained as a Class Action pursuant to  
26 Cal. Code of Civ. Proc. § 382 because:

27 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-  
28 CLASS predominate over any question affecting only individual

CALIFORNIA LABOR SUB-CLASS Members;

- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS

1 Members who are or previously were employed by DEFENDANT in  
2 California as Field Agents and classified as independent contractors during  
3 the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

- 4 (i) Class treatment provides manageable judicial treatment calculated to bring a  
5 efficient and rapid conclusion to all litigation of all wage and hour related  
6 claims arising out of the conduct of DEFENDANT.

7 **JURISDICTION AND VENUE**

8 40. This Court has jurisdiction over this Action pursuant to California Code of Civil  
9 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
10 Action is brought as a Class Action on behalf PLAINTIFF and on behalf of similarly situated  
11 employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. Section 382.

12 41. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and  
13 395.5, because the PLAINTIFF worked in this County for DEFENDANT and DEFENDANT  
14 (i) currently maintains and at all relevant times maintained its principal offices and facilities in  
15 this County and/or conducts substantial business in this County, and (ii) committed the wrongful  
16 conduct herein alleged in this County against members of the CALIFORNIA CLASS and  
17 CALIFORNIA LABOR SUB-CLASS.

18 **FIRST CAUSE OF ACTION**

19 **For Unlawful, Unfair and Deceptive Business Practices**

20 **[Cal. Bus. & Prof. Code §§ 17200, *et seq.*]**

21 **(By PLAINTIFF and the CLASS and Against All Defendants)**

22 42. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate by  
23 this reference, as though fully set forth herein, paragraphs 1 through 41 of this Complaint.

24 43. DEFENDANT is a "person" as that term is defined under Cal. Bus. & Prof. Code §  
25 17021.

26 44. Section 17200 of the California Business & Professions Code defines unfair  
27 competition as any unlawful, unfair or fraudulent business act or practice. Section 17200  
28 applies to violations of labor laws in the employment context. Section 17203 authorizes

1 injunctive, declaratory and/or other equitable relief with respect to unfair competition as  
2 follows:

3 Any person who engages, has engaged, or proposes to engage in unfair competition may  
4 be enjoined in any court of competent jurisdiction. The court may take such orders or  
5 judgments, including the appointment of a receiver, as may be necessary to prevent the  
6 use or employment by any person of any practice which constitutes unfair competition,  
as defined in this chapter, or as may be necessary to restore to any person in interest any  
money or property, real or personal, which may have been acquired by means of such  
unfair competition.

7 California Business & Professions Code § 17203.

8 45. By the conduct alleged herein, DEFENDANT has engaged and continues to engage  
9 in a business practice which violates California law, including but not limited to the applicable  
10 Industrial Wage Orders, the California Labor Code including Sections 204, 226.7, 510, 512,  
11 1194, 1197, 1198 & 2802, and California Code of Regulations § 11090, for which this Court  
12 should issue declaratory, injunctive, and other equitable relief, pursuant to Cal. Bus. & Prof §  
13 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair  
14 competition, including restitution of wages wrongfully withheld, business expenses wrongfully  
15 withheld and for the payment of the employer's share of income taxes, social security taxes,  
16 unemployment insurance and workers' compensation insurance.

17 46. By the conduct alleged herein DEFENDANT has obtained valuable property, money,  
18 and services from the PLAINTIFF, and the other members of the CALIFORNIA CLASS, and  
19 has deprived them of valuable rights and benefits guaranteed by law, all to their detriment and  
20 to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete. Declaratory  
21 and injunctive relief is necessary to prevent and remedy this unfair competition, and pecuniary  
22 compensation alone would not afford adequate and complete relief.

23 47. All the acts described herein as violations of, among other things, the California  
24 Labor Code, California Code of Regulations and the Industrial Welfare Commission Wage  
25 Orders, were unlawful, were in violation of public policy, were immoral, unethical, oppressive,  
26 and unscrupulous, and were likely to deceive employees, and thereby constitute deceptive,  
27 unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

28 48. By the conduct alleged herein, DEFENDANT's practices were deceptive and

1 fraudulent in that DEFENDANT's uniform policy and practice was to represent to the  
2 CALIFORNIA CLASS Members that they were not entitled to minimum wages, overtime  
3 wages, business expense reimbursement, payment for payroll taxes or mandatory insurance and  
4 other benefits as required by California law, when in fact these representations were false and  
5 likely to deceive and for which this Court should issue injunctive and equitable relief, pursuant  
6 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

7 49. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
8 unfair and deceptive in that DEFENDANT's employment practices caused the PLAINTIFF and  
9 the other members of the CALIFORNIA CLASS to be underpaid during their employment with  
10 DEFENDANT.

11 50. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and  
12 do, seek such relief as may be necessary to restore to them the money and property which  
13 DEFENDANT has acquired, or of which the PLAINTIFF and the other members of the  
14 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
15 unfair business practices, including earned but unpaid wages for all overtime hours worked.

16 51. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled  
17 to, and do, seek a declaration that the described business practices were unlawful, unfair and  
18 deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging  
19 in any unlawful and unfair business practices in the future.

20 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
21 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed  
22 to provide all legally required meal breaks to the PLAINTIFF and the other members of the  
23 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

24 53. Therefore, the PLAINTIFF demands on behalf of herself and on behalf of each  
25 CALIFORNIA CLASS member, minimum wages, overtime wages, business expenses, payment  
26 for the employer's share of payroll taxes and mandatory insurance, and one (1) hour of pay for  
27 each workday in which an off-duty meal period was not timely provided for each five (5) hours  
28 of work, and/or one (1) hour of pay for each workday in which a second off-duty meal period

1 was not timely provided for each ten (10) hours of work.

2 54. PLAINTIFF further demands on behalf of herself and each member of the  
3 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which a rest  
4 period was timely provided as required by law.

5 55. By and through the unlawful and unfair business practices described herein,  
6 DEFENDANT has obtained valuable property, money and services from the PLAINTIFF and  
7 the other members of the CALIFORNIA CLASS, including earned wages for all hours worked,  
8 including overtime hours and has deprived them of valuable rights and benefits guaranteed by  
9 law and contract, all to the detriment of these employees and to the benefit of DEFENDANT  
10 so as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

11 56. All the acts described herein as violations of, among other things, the Industrial  
12 Welfare Commission Wage Orders, the California Code of Regulations, and the California  
13 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive  
14 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business  
15 practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

16 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and  
17 do, seek such relief as may be necessary to restore to them the money and property which  
18 DEFENDANT has acquired, or of which the PLAINTIFF and the other members of the  
19 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
20 unfair business practices, including earned but unpaid wages for all hours worked.

21 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled  
22 to, and do, seek a declaration that the described business practices are unlawful, unfair and  
23 deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging  
24 in any unlawful and unfair business practices in the future.

25 59. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
26 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices  
27 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.  
28 As a result of the unlawful and unfair business practices described herein, the PLAINTIFF and

1 the other members of the CALIFORNIA CLASS have suffered and will continue to suffer  
2 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to  
3 engage in these unlawful and unfair business practices.

4 **SECOND CAUSE OF ACTION**

5 **For Failure To Minimum And Overtime Wages**

6 **[Cal. Lab. Code §§ 510, 1194, & 1198]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
8 **Defendants)**

9 60. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate by  
10 this reference, as though fully set forth herein, paragraphs 1 through 59 of this Complaint.

11 61. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT failed to  
12 pay the PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members, minimum wages,  
13 wages for all hours worked and overtime wages for the hours they worked in excess of the  
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1197 & 1198, even  
15 though PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members were regularly  
16 required to work, and did in fact work, uncompensated hours, hours compensated at less than  
17 minimum wage and overtime hours that DEFENDANT never recorded as evidenced by  
18 DEFENDANT's business records and witnessed by DEFENDANT's employees.

19 62. By virtue of DEFENDANT's unlawful failure to pay compensation to the  
20 PLAINTIFF and the CALIFORNIA CLASS Members for all hours worked, including overtime  
21 hours worked by these employees, the PLAINTIFF and CALIFORNIA CLASS Members have  
22 suffered, and will continue to suffer, an economic in amounts which are presently unknown to  
23 them and which can be ascertained according to proof at trial.

24 63. DEFENDANT knew or should have known that the PLAINTIFF and the  
25 CALIFORNIA CLASS Members were misclassified as independent contractors and  
26 DEFENDANT's systematically elected, either through intentional malfeasance or gross  
27 nonfeasance, not to pay them for their labor as a matter of uniform corporate policy, practice  
28 and procedure.

1        64. PLAINTIFF and the CALIFORNIA CLASS Members therefore request recovery of  
2 all compensation according to proof, interest, costs, as well as the assessment of any statutory  
3 penalties against DEFENDANT in a sum as provided by the California Labor Code and/or other  
4 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
5 CLASS Members who have terminated their employment, these employees would also be  
6 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.  
7 Further, the PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members are entitled  
8 to seek and recover statutory costs.

9        65. In performing the acts and practices herein alleged in violation of California labor  
10 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
11 all hours worked and provide them with the requisite overtime compensation, DEFENDANT  
12 acted and continues to act intentionally, oppressively, and maliciously toward the PLAINTIFF  
13 and the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and  
14 utter disregard for their legal rights, or the consequences to them, and with the despicable intent  
15 of depriving them of their property and legal rights, and otherwise causing them injury in order  
16 to increase corporate profits at the expense of these employees.

17                                    **THIRD CAUSE OF ACTION**

18                    **For Failure to Provide Accurate Itemized Statements**

19                                    **[Cal. Lab. Code § 226]**

20                    **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
21                                    **Defendants)**

22        66. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
23 reallege and incorporate by this reference, as though fully set forth herein, paragraphs 1 through  
24 65 of this Complaint.

25        67. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
26 “accurate itemized statement in writing showing:

27                    (1) gross wages earned,

28                    (2) total hours worked by the employee, except for any employee whose compensation is

1 solely based on a salary and who is exempt from payment of overtime under subdivision (a)  
2 of Section 515 or any applicable order of the Industrial Welfare Commission,  
3 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
4 on a piece-rate basis,  
5 (4) all deductions, provided that all deductions made on written orders of the employee may  
6 be aggregated and shown as one item,  
7 (5) net wages earned,  
8 (6) the inclusive dates of the period for which the employee is paid,  
9 (7) the name of the employee and his or her social security number, except that by January  
10 1, 2008, only the last four digits of his or her social security number or an employee  
11 identification number other than a social security number may be shown on the itemized  
12 statement,  
13 (8) the name and address of the legal entity that is the employer, and  
14 (9) all applicable hourly rates in effect during the pay period and the corresponding number  
15 of hours worked at each hourly rate by the employee.”

16 68. At all times relevant herein, DEFENDANT violated Labor Code § 226, in that  
17 DEFENDANT failed and continues to fail to properly and accurately itemize the number of  
18 hours worked by PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
19 CLASS at the effective minimum and overtime rates of pay.

20 69. DEFENDANT knowingly and intentionally failed to comply with Labor Code § 226,  
21 causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
22 CLASS. These damages include, but are not limited to, costs expended calculating the true  
23 hours worked and the amount of employment taxes which were not properly paid to state and  
24 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF, and  
25 the other members of the CALIFORNIA LABOR SUB-CLASS elect to recover liquidated  
26 damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for  
27 each violation in subsequent pay period pursuant to Labor Code § 226, in an amount according  
28 to proof at the time of trial (but in no event more than \$4,000.00 for PLAINTIFF and each

1 respective member of the CALIFORNIA LABOR SUB-CLASS herein).

2 **FOURTH CAUSE OF ACTION**

3 **For Failure to Pay Wages When Due**

4 **[Cal. Lab. Code §§ 201, 202 and 203]**

5 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
6 **Defendants)**

7 70. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
8 CLASS, reallege and incorporate by reference, as though fully set forth herein, paragraphs 1  
9 through 69 of this Complaint.

10 71. Cal. Lab. Code § 200 states that:

11 As used in this article:

12 (a) "Wages" includes all amounts for labor performed by employees of every  
description, whether the amount is fixed or ascertained by the standard of  
time, task, piece, Commission basis, or other method of calculation.

13 (b) "Labor" includes labor, work, or service whether rendered or performed  
14 under contract, subcontract, partnership, station plan, or other agreement if  
the labor to be paid for is performed personally by the person demanding  
15 payment.

16 72. Cal. Lab. Code § 201 states, in relevant part, that "If an employer discharges an  
17 employee, the wages earned and unpaid at the time of discharge are due and payable  
immediately."

18 73. Cal. Lab. Code § 202 states, in relevant part, that:

19 If an employee not having a written contract for a definite period quits his or  
20 her employment, his or her wages shall become due and payable not later  
than 72 hours thereafter, unless the employee has given 72 hours previous  
21 notice of his or her intention to quit, in which case the employee is entitled  
to his or her wages at the time of quitting. Notwithstanding any other  
22 provision of law, an employee who quits without providing a 72-hour notice  
shall be entitled to receive payment by mail if he or she so requests and  
23 designates a mailing address. The date of the mailing shall constitute the date  
of payment for purposes of the requirement to provide payment within 72  
24 hours of the notice of quitting.

25 74. There was no definite term in PLAINTIFF's or any other CALIFORNIA LABOR  
26 SUB-CLASS Members' employment contract.

27 75. Cal. Lab. Code § 203 states:

28 If an employer willfully fails to pay, without abatement or reduction, in  
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an

1 employee who is discharged or who quits, the wages of the employee shall  
2 continue as a penalty from the due date thereof at the same rate until paid or  
3 until an action therefor is commenced; but the wages shall not continue for  
4 more than 30 days.

5 76. The employment of PLAINTIFF and many other CALIFORNIA LABOR SUB-  
6 CLASS Members has terminated, yet as to those individuals whose employment terminated,  
7 DEFENDANT did not timely tender payment of all wages owed as required by law.

8 77. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
9 members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated,  
10 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of  
11 termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated  
12 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and  
13 statutory costs as allowed.

#### 14 **FIFTH CAUSE OF ACTION**

#### 15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
18 **Defendants)**

19 78. PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members reallege and  
20 incorporate by this reference, as though fully set forth herein, paragraphs 1 through 77 of this  
21 Complaint.

22 79. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

28 80. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
failing to indemnify and reimburse the PLAINTIFF and the CALIFORNIA LABOR SUB-  
CLASS members for required expenses incurred in the discharge of their job duties for  
DEFENDANT's benefit. Specifically, DEFENDANT failed to reimburse the PLAINTIFF and  
the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not

1 limited to, maintaining and repairing their personal vehicles PLAINTIFF and other  
2 CALIFORNIA LABOR SUB-CLASS Members utilized when driving to their locations  
3 assigned by DEFENDANT, all on behalf of and for the benefit of DEFENDANT.  
4 DEFENDANT's uniform policy, practice and procedure was to not reimburse the PLAINTIFF  
5 and the CALIFORNIA LABOR SUB-CLASS members for vehicle expenses within the course  
6 and scope of their employment. These expenses were necessary to complete their principal job  
7 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this  
8 expectation. Although these expenses were necessary expenses incurred by the PLAINTIFF  
9 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and  
10 reimburse the PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these  
11 expenses as an employer is required to do under the laws and regulations of California.

12 81. PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members were forced  
13 by the expectation of DEFENDANT and DEFENDANT's written policy to contribute to the  
14 DEFENDANT's business expenses, which expenses must be refunded by DEFENDANT to  
15 each member of the CALIFORNIA LABOR SUB-CLASS.

16 82. PLAINTIFF therefore demands reimbursement for expenditures or losses  
17 incurred by her and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their  
18 job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with  
19 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

20 **SIXTH CAUSE OF ACTION**

21 **For Violation of the Private Attorneys General Act**

22 **[Cal. Lab. Code §§ 2698, *et seq.*]**

23 **(By PLAINTIFF and Against All Defendants)**

24 83. PLAINTIFF incorporates by reference the allegations set forth in paragraphs  
25 1-82, *supra*, as though fully set forth at this point.

26 84. PAGA is a mechanism by which the State of California itself can enforce state  
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the  
28 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is

1 fundamentally a law enforcement action designed to protect the public and not to benefit private  
2 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a  
3 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In  
4 enacting PAGA, the California Legislature specified that "it was ... in the public interest to  
5 allow aggrieved employees, acting as private attorneys general to recover civil penalties for  
6 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be  
7 subject to arbitration.

8 85. PLAINTIFF brings this Representative Action on behalf of the State of  
9 California with respect to herself and all other individuals who worked for DEFENDANT in  
10 California as Field Agents and who were classified as independent contractors (the  
11 "AGGRIEVED EMPLOYEES").

12 86. On November 5, 2013, PLAINTIFF gave written notice by certified mail to the Labor  
13 and Workforce Development Agency (the "Agency") and the employer of the specific  
14 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See*  
15 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting  
16 period for PLAINTIFF to add these allegations to the Complaint has expired. As a result,  
17 pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under  
18 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all  
19 AGGRIEVED EMPLOYEES as herein defined.

20 87. The policies, acts and practices heretofore described were and are an unlawful  
21 business act or practice because Defendant's (a) failure to properly record and pay PLAINTIFF  
22 and the other AGGRIEVED EMPLOYEES minimum and overtime wages, (b) failure to  
23 provide accurate itemized wage statements, (c) failure to timely pay  
24 wages, and (d) failure to reimburse PLAINTIFF and the other AGGRIEVED EMPLOYEES for  
25 required expenses violates the applicable Labor Code sections listed in Labor Code §2699.5,  
26 including but not limited to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194,  
27 1197, 1198, 2802 and the applicable Industrial Wage Order(s), and thereby gives rise to  
28 statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil

penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay minimum and overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth and Fifth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) Compensatory damages, according to proof at trial, including compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- C) The wages of all terminated individuals in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

1 D) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
2 which a violation occurs and one hundred dollars (\$100) per each member of the  
3 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period,  
4 not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award  
5 of costs for violation of Cal. Lab. Code § 226; and,

6 E) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
7 LABOR SUB-CLASS incurred in the course of their job duties, plus interest, and  
8 costs of suit.

9 3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

10 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
11 General Act of 2004.


12 4. On all claims:

13 A) An award of interest, including prejudgment interest at the legal rate;

14 B) Such other and further relief as the Court deems just and equitable; and,

15 C) An award of penalties and cost of suit, as allowable under the law. Neither this  
16 prayer nor any other allegation or prayer in this Complaint is to be construed as a  
17 request, under any circumstance, that would result in a request for attorneys' fees or  
18 costs available under Cal. Lab. Code § 218.5.

19 Dated: December 20, 2013 BLUMENTHAL, NORDREHAUG & BHOWMIK

20  
21   
22 By: \_\_\_\_\_  
23 Norman B. Blumenthal  
24 Attorneys for Plaintiff  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: December 20, 2013 BLUMENTHAL, NORDREHAUG & BHOWMIK

By: 

Norman B. Blumenthal  
Attorneys for Plaintiff

K:\D\Dropbox\Pending Litigation\Redfin - Cruz\p-Complaint-final.wpd

**EXHIBIT #1**

FACSIMILE  
(858) 551-1232

**BLUMENTHAL, NORDREHAUG & BHOWMIK**

2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037  
GENERAL E-MAIL: bam@bamlawlj.com  
Web Site: www.bamlawca.com

TELEPHONES  
(858) 551-1223

WRITERS E-MAIL:  
DeBlouw@bamlawca.com

WRITERS EXT:  
5

November 5, 2013  
CA845

**VIA CERTIFIED MAIL**

Labor and Workforce Development  
Agency  
Certified Mail # 70131710000237457615  
800 Capitol Mall, Suite 5000, MIC-55  
Sacramento, CA 95814

Redfin Corporation  
Certified Mail #70131710000237457608  
National Registered Agents, Inc.  
818 W. Seventh Street  
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1198, Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Ivonneth Cruz (the "Plaintiff"), and other aggrieved employees in a class action against Redfin Corporation ("Defendant"). Plaintiff was employed in California as a Field Agent worker from February of 2010 to May of 2013 and was classified by Defendant as an independent contractor, however the job duties performed by Plaintiff and other aggrieved employees did not entitle Defendant to claim any exemption from minimum wage and overtime compensation for Plaintiff or any of the other workers employed in a Field Agent position who were classified as independent contractors. As a result, Plaintiff and other aggrieved employees worked substantial amounts of hours for which they were unlawfully not paid the correct minimum wage and overtime compensation. Further, Plaintiff and other aggrieved employees were not reimbursed for required business expenses in the discharge of their job duties for Defendant. As a consequence of the aforementioned violations, the Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code § 226(a). Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1198, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code § 2699.3.

A true and correct copy of the Complaint, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates

the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable the Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code § 2695, *et seq.* The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

*/s/Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Labor & Workforce Dev. Agency  
800 Capitol Mall, Suite 5000  
MJC -55  
Sacramento, CA 95814

C9845

2. Article Number:  
(Transfer from serv.)

7013 1710 0002 3745 7615

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below

CENTRAL OFFICE  
MAIL ROOM

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-02-M-1540

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Addressee  <input type="checkbox"/> Agent</p>	
<p>1. Article Addressed to:</p> <p>Redtin Corporation            National Registered Agents, Inc.            818 W. Seventh St.            Los Angeles, CA 90017            CAB45</p>		<p>B. Received by (Printed Name)            RUDY RIVERA</p> <p>C. Date of Delivery            2/10/04</p>	
<p>2. Article Number            (Transfer from s)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No            If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7013 1710 0002 3745 7608</p>			
<p>PS Form 3811, February 2004 Domestic Return Receipt 102585-02M-1540</p>			