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10 HANDY TECHNOLOGIES, INC.  
11 (D/B/A HANDY, F/K/A HANDYBOOK, INC.)

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

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

16 Plaintiffs,

17 v.

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

21 Defendants.

Case No.

**NOTICE OF REMOVAL OF CIVIL  
ACTION FROM STATE COURT**

**[28 U.S.C. §§ 1332, 1441, and 1446]**

Complaint Filed: October 30, 2014

1 **TO THE CLERK OF THE ABOVE ENTITLED COURT, PLAINTIFFS VILMA ZENELAJ**  
2 **AND GRETA ZENELAJ, AND THEIR ATTORNEY(S) OF RECORD:**

3 PLEASE TAKE NOTICE that Defendant HANDY TECHNOLOGIES, INC. (D/B/A  
4 HANDY, F/K/A HANDYBOOK, INC.) (“Defendant”) hereby gives notice of the removal of the  
5 above-entitled action from the Superior Court of the State of California, County of Alameda, to the  
6 United States District Court for the Northern District of California. This Notice of Removal  
7 (“Notice”) is based on 28 U.S.C. sections 1332, 1441, and 1446, and more specifically the  
8 following:

9 **I. PROCESS, PLEADINGS, AND ORDERS**

10 1. On or about October 30, 2014, an action was commenced in the Superior Court for  
11 the State of California for the County of Alameda entitled *Vilma Zenelaj and Greta Zenelaj v.*  
12 *Handybook, Inc. a/k/a Handybook Technologies, Inc., Corp. (dba Handy), and Does 1-100*, and  
13 assigned Case No. RG14746429.

14 2. The Complaint alleges causes of action for: (1) failure to pay overtime wages; (2)  
15 failure to pay minimum wages; (3) failure to reimburse required business expenses; (4) failure to  
16 provide meal periods; (5) failure to provide rest periods; (6) failure to furnish accurate itemized  
17 wage statements; (8) failure to pay earned wages upon discharge; (9) unfair competition; and (10)  
18 penalties under the Private Attorneys General Act (“PAGA”).

19 3. Upon agreement between the parties, a copy of the Summons and a copy of the  
20 Complaint were sent by mail to defense counsel on November 6, 2014 pursuant to California Code  
21 of Civil Procedure section 415.30, along with two copies of a Notice and Acknowledgement of  
22 Service. A true and correct copy of the Summons and Complaint, and all attached documents, are  
23 attached hereto as **Exhibit A**.

24 4. Counsel for Defendant executed the Notice and Acknowledgement of Receipt on  
25 November 17, 2014, thereby effecting service as of that date. A true and correct copy of the  
26 executed Notice and Acknowledgement of Receipt is attached hereto as **Exhibit B**.

27 5. On November 4, 2014, the Superior Court for the County of Alameda assigned the  
28 matter to Judge Wynne Carvill in Department 21. The Superior Court also set the matter for a

1 Complex Determination Hearing on December 9, 2014 and set a Case Management Conference on  
2 January 9, 2015. A true and correct copy of the Notice of Hearing setting the aforementioned  
3 hearing dates is attached hereto as **Exhibit C**.

4 6. On December 9, Judge Carvill determined the matter to be complex. A true and  
5 correct copy of the Minutes and the Order designating the matter as complex are attached hereto as  
6 **Exhibits D** and **Exhibit E**.

7 7. Pursuant to 28 U.S.C. section 1446(a), the attached exhibits constitute all process,  
8 pleadings and orders served upon Defendant or filed or received in this action by Defendant.

9 **II. TIMELINESS OF REMOVAL**

10 8. The Complaint was served pursuant to California Code of Civil Procedure section  
11 415.30(c). Service under section 415.30(c) “is deemed complete on the date a written  
12 acknowledgement of summons is executed, if such acknowledgement thereafter is returned to the  
13 sender.” *See Star Varga v. United Airlines*, 2009 U.S. Dist. LEXIS 64000, at \*9 (N.D. Cal. July 24,  
14 2009) (notice of removal timely filed within 30 days after execution of notice and acknowledgement  
15 of receipt); *Chissie v. Winco Foods, LLC*, 2010 U.S. Dist. LEXIS 12333, at \*5-6 (E.D. Cal. Feb. 11,  
16 2010) (same). *Cf. Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 348 (1999) (removal  
17 deadline does not start by “mere receipt of the complaint unattended by any formal service”).

18 9. Therefore, this Notice of Removal is timely in that it is filed within thirty (30) days of  
19 execution of the Notice and Acknowledgement of Receipt.

20 **III. DIVERSITY JURISDICTION EXISTS**

21 10. This diversity action may be removed to this Court under 18 U.S.C. sections 1441  
22 and 1446 because this Court has original jurisdiction over this lawsuit under 28 U.S.C. section 1332.  
23 Section 1332(a)(1) provides that “[t]he district courts shall have original jurisdiction of all civil  
24 actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest  
25 and costs, and is between citizens of different States.”

26 //

27 //

28 //

1           **A.       This Is An Action Between Citizens Of Different States.**

2           11.       Diversity of citizenship exists so long as no plaintiff is a citizen of the same state as  
3 any defendant at the time the action was filed and at the time of removal.

4           12.       According to the Complaint, Plaintiffs currently reside in Brentwood, California,  
5 which is located in Los Angeles County, California. Ex. A, ¶ 27. For diversity purposes, a person is  
6 a “citizen” of the state in which he or she is domiciled. *Kanter v. Warner-Lambert Co.*, 265 F.3d  
7 853, 857 (9th Cir. 2001) (a person’s domicile is her permanent home, where she resides with the  
8 intention to remain or to which she intends to return). Therefore, Plaintiffs are citizens of California.

9           13.       Defendant is the creator of an online platform that allows independent service  
10 professionals to book cleaning jobs requested by third party customers. Defendant is a corporation  
11 organized and incorporated under the laws of the state of Delaware, and its headquarters is in the  
12 state of New York. (Declaration of Umang Dua (“Dua Decl.”), ¶ 2; *see also* Ex. A, ¶ 26.)  
13 Defendant’s primary administrative and financial offices, including human resources, benefits and  
14 payroll, are located in New York, and a substantial majority of the corporate decisions, including  
15 operational, executive and administrative policy are all made at its headquarters in New York. (Dua  
16 Decl., ¶ 2.) For diversity purposes, a corporation “shall be deemed a citizen of any State by which it  
17 has been incorporated and of the State where it has its principal place of business.” 28 U.S.C. §  
18 1332(c)(1). Thus, Defendant is a citizen of Delaware and New York.

19           14.       Defendants designated as Does 1 through 10 are fictitious defendants, are not parties  
20 to this action, have not been named or served, and are to be disregarded for the purpose of this  
21 removal. 28 U.S.C. § 1441(a); *McCabe v. General Foods Corp.*, 811 F.2d 1336, 1339 (9th Cir.  
22 1987). The Doe defendants, therefore, need not consent to this removal.

23           15.       This civil action, therefore, is an action between citizens of different States as  
24 Plaintiffs are citizens of California and Defendant is a citizen of New York and Delaware.

25           **B.       The Amount In Controversy Exceeds \$75,000.**

26           16.       The amount in controversy in this case exceeds \$75,000, excluding interest and costs.  
27 A defendant can establish the amount in controversy by the allegations in a complaint, or by setting  
28 forth facts in the notice of removal that demonstrate that the amount in controversy “more likely than

1 not” exceeds \$75,000. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996);  
 2 *Guas v. Miles, Inc.*, 980 F. 2d 564, 576 (9th Cir. 1992). The district court may consider whether it is  
 3 facially apparent from the Complaint that the jurisdictional amount is met. *Singer v. State Farm*  
 4 *Mutual Auto Ins. Co.*, 116 F.3d 373, 377 (9th Cir. 1997); *Conrad Assoc. v. Hartford Accident &*  
 5 *Indemnity Co.*, 994 F. Supp. 1196, 1198 (N.D. Cal. 1998).

6 17. In measuring the amount in controversy, “a court must assume that the allegations of  
 7 the complaint are true and that a jury [will] return[] a verdict for the plaintiff on all claims made in  
 8 the complaint.” *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993,  
 9 1001 (C.D. Cal. 2002). The ultimate inquiry is what amount is put “in controversy” by Plaintiffs’  
 10 Complaint, not what Defendant will actually owe if Plaintiffs prevail. *See Rippee v. Boston Market*  
 11 *Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005) (“It’s not a question as to what you would owe.  
 12 It’s a question as to what is in controversy.”).

13 18. Defendant denies the validity and merit of Plaintiffs’ claims, the legal theories upon  
 14 which they are purportedly based, and the claims for monetary and other relief that flow from them.  
 15 However, for purposes of removal only, and without conceding that Plaintiffs or the putative class  
 16 are entitled to any damages, civil or statutory penalties or other relief, it is readily apparent that the  
 17 “amount in controversy” here is in excess of the jurisdictional minimum of \$75,000.

18 19. As evidenced by Plaintiffs’ Prayer for Relief, Plaintiffs seek to recover a myriad of  
 19 monetary damages, including unpaid overtime, statutory penalties, civil penalties under the PAGA,  
 20 attorney’s fees, and prejudgment interest. Plaintiff seeks to recover all statutory and/or civil  
 21 penalties provided by law, including but not limited to, penalties under PAGA for alleged violations  
 22 of Labor Code sections 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802. Ex. A, ¶¶ 153-  
 23 164. Although the Complaint does not specify a damages amount, an analysis of the relief sought by  
 24 Plaintiff evidences that the amount in controversy for each Plaintiff exceeds \$75,000.00.<sup>1</sup>

25  
 26  
 27 <sup>1</sup> At this time, Defendant only provides estimates for the amount in controversy as to those Causes of Action for which it  
 28 could reasonably estimate an amount in controversy based on the allegations of Plaintiffs’ Complaint. For this reason,  
 estimates are not included for Plaintiffs’ Third Cause of Action for reimbursement of business expenses, Eighth Cause of  
 Action for failure to remit gratuities, and Ninth Cause of Action for violations of California’s unfair competition law.

1                   **1. Labor Code Violations.**

2           20. In their First Cause of Action, Plaintiffs allege that they “regularly worked in excess  
3 of eight hours per day and/or forty hours per week without overtime compensation.” Ex. A, ¶ 98.  
4 Plaintiffs also allege that Plaintiff Vilma was “employed” between April 16, 2014 and June 19,  
5 2014. *Id.*, ¶ 27. A preliminary investigation into Plaintiffs’ claims has indicated that Plaintiff Vilma  
6 completed approximately 97 jobs booked through the Handy platform during this time. (Dua Decl.,  
7 ¶ 3.) Plaintiffs also allege that Plaintiff Greta was “employed” between April 16, 2014 and July 2,  
8 2014. FAC, ¶ 27. A preliminary investigation into Plaintiffs’ claims has indicated that Plaintiff  
9 Greta completed approximately 193 jobs booked through the Handy platform during this time. (*Id.*,  
10 ¶ 3.) Plaintiffs allege that they were paid between \$15 and \$22 per hour for the time they spent in  
11 either a home or an office cleaning. *Id.*, ¶¶ 38, 76. Assuming an overtime rate of at least \$22.50  
12 (\$15.00 x 1.5), and assuming 1 hour of unpaid overtime per job, this amounts to **\$6,525** (290 Handy  
13 jobs x 1 hour of unpaid overtime x \$22.50 per hour) in controversy as to this claim.

14           21. In their Second Cause of Action, Plaintiffs allege that they were not compensated for  
15 time spent driving between jobs, among other tasks. Ex. A, ¶ 104. Plaintiffs also allege that they  
16 were not compensated for the first six hours of work. *Id.* Given that Plaintiffs allege they were paid  
17 were paid between \$15 and \$22 per hour for the time they spent in either a home or an office  
18 cleaning (*id.*, ¶¶ 38, 76), the amount in controversy here is at least \$90 per Plaintiff (\$15 per hour x 6  
19 hours), or **\$180**.

20           22. In their Fourth Cause of Action, Plaintiffs allege that they worked in excess of five  
21 hours and at time ten hours a day without being provided at least half an hour meal period in which  
22 they were relieved of their duties. Ex. A, ¶ 113. Plaintiffs allege that because they were not  
23 provided with legally mandated meal breaks, they are entitled to one hour of additional pay at the  
24 regular rate of compensation for each workday that the proper meal periods were not provided. *Id.*,  
25 ¶ 114. Plaintiffs allege that Plaintiff Vilma was “employed” between April 16, 2014 and June 19,  
26 2014, or 64 days. *Id.*, ¶ 27. Plaintiffs also allege that Plaintiff Greta was “employed” between April  
27 16, 2014 and July 2, 2014, or 77 days. *Id.* Plaintiffs further allege that they were paid between \$15  
28 and \$22 per hour for the time they spent in either a home or an office cleaning. *Id.*, ¶¶ 38, 76.

1 Assuming that Handy is liable for one hour of pay for each of these days, the amount in controversy  
2 here is **\$2,115** (141 days x \$15 hourly rate).

3 23. Plaintiffs' Fifth Cause of Action alleges that Defendant failed to provide proper rest  
4 periods and is therefore liable to Plaintiffs for one hour of additional pay at the regular rate of  
5 compensation for each workday that the proper rest periods were not provided. Ex. A, ¶ 118. Using  
6 the same numbers as the preceding paragraph, and assuming that Handy is liable for one hour of pay  
7 for each of these days, the amount in controversy here is **\$2,115** (141 days x \$15 hourly rate).

8 24. In their Sixth Cause of Action, Plaintiffs allege that Defendant knowingly and  
9 intentionally failed to comply with Labor Code section 226(a). Ex. A, ¶ 124. Accordingly,  
10 Plaintiffs seek the greater of actual damages or \$50 for the initial pay period and \$100 for each  
11 violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000. *Id.*, ¶ 125.  
12 Plaintiffs allege that they were paid three days after completing a job. *Id.*, ¶ 137. Assuming that  
13 Plaintiffs assert that each job payment counts as a "pay period" (which Defendant denies is  
14 appropriate), the amount in controversy here is at least **\$8,000** (\$50 penalty x 290 jobs = \$14,500,  
15 not to exceed \$4,000 per Plaintiff).

16 25. Plaintiffs' Seventh Cause of Action alleges that Defendant is liable to Plaintiffs for 30  
17 days of waiting time penalties under Labor Code section 203. Ex. A, ¶ 130. Taking Plaintiffs'  
18 claims as true, the amount in controversy here is \$3,600 per Plaintiff (\$15.00 hourly rate x 8 hours x  
19 30 days), or **\$7,200**.

20 26. As outlined above, Plaintiffs' compensatory and statutory damages could total in  
21 excess of **\$26,135**.

## 22 2. PAGA Penalties.

23 27. Plaintiffs' Tenth Cause of Action for civil penalties under the PAGA must also be  
24 considered in determining whether the jurisdictional limit is met.<sup>2</sup>

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<sup>2</sup> It should be noted that the Ninth Circuit's holding in *Urbino v. Orkin Servs. of Cal.*, 726 F.2d 1118 (9th Cir. 2013), prohibiting the aggregation of the PAGA claims of "all aggrieved employees" (emphasis in original) to satisfy the amount in controversy, does not apply to the instant removal as Defendant only addresses the PAGA claims of the individual named Plaintiffs' claims. See *Patel v. Nike Retail Servs.*, 2014 U.S. Dist. LEXIS 98918, at \*29 (N.D. Cal. July 21, 2014) (noting that *Urbino* only dealt with aggregating the claims of all aggrieved employees and also noting that

1 28. PAGA provides that by following the provisions specified in Labor Code section  
2 2699.3, any provision of the Labor Code which provides for a civil penalty to be collected by the  
3 Labor and Workforce Development Agency may be recovered by an “aggrieved employee on behalf  
4 of himself or herself or other current and former employees.” Labor Code § 2699(a).

5 29. Plaintiffs allege they are entitled to penalties under Labor Code section 226.3 for  
6 alleged violations of Labor Code section 226(a), which addresses the provision of accurate itemized  
7 wage statements. Ex. A, ¶ 154. Labor Code section 226.3 provides penalties for any employer who  
8 “failed to provide the employee a wage deduction statement or fails to keep the records required in  
9 subdivision (a) of Section 226.” Plaintiffs allege that they were paid three days after completing a  
10 job. *Id.*, ¶ 37. Assuming that Plaintiffs assert that each job payment counts as a “pay period” (which  
11 Defendant denies is appropriate), the amount in controversy with respect to this provision of the  
12 Labor Code is approximately **\$72,500** (290 jobs x \$250 penalty).

13 30. Plaintiffs also allege PAGA penalties for alleged violations of Labor Code section  
14 203, which addresses the payment of wages upon termination. Ex. A, ¶ 155. Plaintiffs mistakenly  
15 rely on section 256, which is only applicable to “seasonal labor” under Division 2, Part 1, Article 2  
16 of the Labor Code. Since Labor Code section 203 does not have a civil penalty provision associated  
17 with it, Labor Code section 2699(f) default penalties would apply. Assuming that Plaintiffs assert  
18 that each job payment counts as a “pay period” (which Defendant denies is appropriate), the amount  
19 in controversy here is approximately **\$29,000** (290 jobs x \$100 penalty).

20 31. Plaintiffs also allege PAGA penalties for alleged violations of Labor Code sections  
21 510 and 1194, which address the payment of overtime compensation. Ex. A, ¶ 157. Section 558  
22 provides for civil penalties for violations of section 510. Assuming that Plaintiffs assert that each  
23 job payment counts as a “pay period” (which Defendant denies is appropriate), the amount in  
24 controversy here is approximately **\$14,500** (290 jobs x \$50 penalty).

25 32. Plaintiffs also seek PAGA penalties for alleged violations of Labor Code section  
26 2802, which addresses reimbursement of business expenses. Ex. A, ¶ 158. It does not have a civil

27 \_\_\_\_\_  
28 the an individual employee’s PAGA claims need not be reduced by 75% for the purposes of calculating the amount in  
controversy).



1 penalty provision associated with it. Taking Plaintiffs' claims as true, Labor Code section 2699(f)  
2 default penalties would apply. Assuming that Plaintiffs assert that job payment counts as a "pay  
3 period" (which Defendant denies is appropriate), the amount in controversy here is approximately  
4 **\$29,000** (290 jobs x \$100 penalty).

5 33. Plaintiffs also seek PAGA penalties for Defendant's alleged failure to provide meal  
6 and rest periods as required under sections 226.7 and 512. Ex. A, ¶¶ 159, 164. These sections do  
7 not have a civil penalty provision associated with them, and thus, Labor Code section 2699(f)  
8 penalties would apply. Assuming that Plaintiffs assert that each job payment counts as a "pay  
9 period" (which Defendant denies is appropriate), the amount in controversy here is approximately  
10 **\$29,000** (290 jobs x \$100 penalty).

11 34. Plaintiffs also seek PAGA penalties for Defendant's alleged failure to pay minimum  
12 wage for all hours worked. Ex. A, ¶ 160. Labor Code sections 1194 and 1197 address minimum  
13 wage requirements and are recoverable under section 1197.1. Assuming that Plaintiffs assert that  
14 each job payment counts as a "pay period" (which Defendant denies is appropriate), the amount in  
15 controversy here is approximately **\$29,000** (290 jobs x \$100 penalty).

16 35. Plaintiff also seeks civil penalties under PAGA for alleged violations of Labor Code  
17 section 204(a), which are recoverable under section 210. Ex. A, ¶ 161. Assuming that Plaintiffs  
18 assert that each job payment counts as a "pay period" (which Defendant denies is appropriate), the  
19 amount in controversy here is approximately **\$29,000** (290 jobs x \$100 penalty).

20 36. Plaintiff also seeks civil penalties under PAGA for alleged violations of Labor Code  
21 section 1198, which prohibits the employment of any employee for longer hours than those fixed by  
22 the Industrial Welfare Commission. Ex. A, ¶ 162. This section does not have a civil penalty  
23 provision associated with it, and thus, Labor Code section 2699(f) penalties would apply. Assuming  
24 that Plaintiffs assert that each job payment counts as a "pay period" (which Defendant denies is  
25 appropriate), the amount in controversy here is approximately **\$29,000** (290 jobs x \$100 penalty).

26 37. Plaintiffs also seek civil penalties under PAGA for alleged violations of Labor Code  
27 section 1174(d), which requires employers to keep payroll records showing the hours worked and  
28 the wages paid to employees. Ex. A, ¶ 163. This section does not have a civil penalty provision

1 associated with it, and thus, Labor Code section 2699(f) penalties would apply. Assuming that  
2 Plaintiffs assert that each job payment counts as a “pay period” (which Defendant denies is  
3 appropriate), the amount in controversy here is approximately **\$29,000** (290 jobs x \$100 penalty).  
4 Plaintiffs also allege that to the extent Defendant’s alleged failure to comply with section 1174(d) is  
5 willful, they also seek civil penalties under section 1174.5 for willful violations. *Id.* Thus, without  
6 conceding the standard for determining a violation here, the amount in controversy could be another  
7 **\$1,000** (2 individual plaintiffs x \$500 one-time penalty).

8 38. Thus, the total sum alleged under Plaintiffs’ individual PAGA claims alone are no  
9 less than **\$291,000**.

10 **3. Attorneys’ Fees.**

11 39. Plaintiffs’ individual claims for attorney’s fees (e.g., pursuant to California Labor  
12 Code §§ 226(h), 1194(a), 2699(g)) must also be considered in determining whether the jurisdictional  
13 limit is met. Attorneys’ fees recoverable by statute or contract are also properly included in the  
14 amount in controversy. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998).

15 40. Assuming attorneys’ fees of 25%, the amount in controversy as to attorneys’ fees may  
16 be approximately **\$79,283.75** (0.25 x \$317,135).

17 41. In sum, when the relief sought by Plaintiff is taken as a whole, the amount in  
18 controversy for Plaintiff’s claims is at least **\$396,418.75**, which far exceeds the \$75,000 jurisdiction  
19 requirement. Thus, original jurisdiction exists over the claims asserted by Plaintiff.

20 **IV. VENUE IS PROPER**

21 42. This action was filed in the Superior Court of the State of California, County of  
22 Alameda. Venue properly lies in the United States District Court for the Northern District of  
23 California because that is the district court where the state court action is pending. 28 U.S.C. §  
24 1441(a).

25 **V. INTRADISTRICT ASSIGNMENT**

26 43. All civil actions which arise in the counties of Alameda, Contra Costa, Del Norte,  
27 Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo or Sonoma shall be assigned  
28 to the San Francisco Division or the Oakland Division. *See* N.D. Cal. Civ. L.R. 3-2(d). Plaintiffs

1 filed this case in Alameda County, thus assignment in the San Francisco Division or Oakland  
2 Division is appropriate.

3 **VI. NOTICE TO STATE COURT AND PLAINTIFFS' COUNSEL**

4 Concurrently with the filing of this Notice in the United States District Court for the  
5 Northern District of California, written notice is being given to Plaintiffs' counsel of record, Laura  
6 L. Ho and Byron Goldstein of Goldstein, Borgen, Dardarian & Ho, 300 Lakeside Drive, Suite 1000,  
7 Oakland, CA 94612, (510) 763-9800, and David H. Browne and Devin Coyle of Browne Labor Law,  
8 475 Washington Blvd., Marina del Rey, CA 90292, (310) 421-4810. A copy of this Notice will be  
9 filed with the Clerk of the Superior Court of the State of California, County of Alameda, as required  
10 by 28 U.S.C. § 1446(d).

11 **VII. CONCLUSION**

12 WHEREFORE, Defendant removes the action now pending against it in the Superior  
13 Court of the State of California, County of Alameda, to this Honorable Court, and requests that this  
14 Court retain jurisdiction for all further proceedings.

15  
16 Dated: December 15, 2014

17  
18 /s/ Andrew M. Spurchise  
19 ANDREW M. SPURCHISE  
20 LITTLER MENDELSON, P.C.  
21 Attorneys for Defendant  
22 HANDY TECHNOLOGIES, INC.  
(D/B/A HANDY, F/K/A HANDYBOOK,  
23 INC.)

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25 Firmwide:130278167.4 082196.1011  
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