

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. \_\_\_\_\_ -CIV- \_\_\_\_\_ / \_\_\_\_\_

RYAN ARMSTRONG, on behalf of himself  
and others similarly situated,

Plaintiff,

v.

NO PRESSURE ROOF CLEANING LLC,  
a Florida Limited Liability Company, and  
PAUL GUITARD, individually,

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

1. Plaintiff, RYAN ARMSTRONG (hereinafter referred to as “Plaintiff”), is an individual who at all times material to this Complaint resided in Palm Beach County, Florida and performed work for the benefit of Defendants.

2. Defendant, NO PRESSURE ROOF CLEANING LLC, a Florida Limited Liability Company, has been based at 14768 64th Court North, Loxahatchee, Florida 33470 in Palm Beach County, with its corporate website on the Internet at <https://nomoredirtyroof.com>, and through Defendant, PAUL GUITARD, Defendants have at all times material to this Complaint owned and operated a pressure cleaning business with operations serving customers throughout Palm Beach, Broward, St. Lucie, and Martin Counties.

3. Defendant, PAUL GUITARD, has at all times material to this Complaint owned, managed, and operated NO PRESSURE ROOF CLEANING LLC and has regularly exercised the authority to hire and fire Plaintiff and Defendants’ other workers, determined the manner in which

Plaintiff and Defendants' other workers are compensated, established the hours worked by Plaintiff's and Defendants' other workers, set the rates of pay of Plaintiff and Defendants' other workers, and controlled the finances and operations of NO PRESSURE ROOF CLEANING LLC. By virtue of such control and authority, PAUL GUITARD is an employer of Plaintiff and the other similarly situated employees within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d).

4. Plaintiff brings this action on behalf of himself and other current and former non-exempt employees of NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD (collectively referred to as "Defendants") for unpaid overtime wages, liquidated damages, and the costs and reasonable attorneys' fees of this action under the provisions of the Fair Labor Standards Act ("FLSA"), as amended, 29 U.S.C. §216(b),<sup>1</sup> as well as for Tax Fraud in violation of 26 U.S.C. 7434.

5. At all times material to this Complaint Defendants have acted in the interest of an employer toward Plaintiff and the other similarly situated employees within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d), including without limitation directly or indirectly controlling the terms of employment and compensation of Plaintiff and the other employees similarly situated to him.

6. Jurisdiction is conferred on this Court by 29 U.S.C. §216(b), 26 U.S.C. 7434, and 28 U.S.C. §1337.

7. A substantial part of the events giving rise to this action, occurred in Palm Beach, County, within the jurisdiction of the United States District Court for the Southern District of Florida.

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<sup>1</sup> Attached hereto is a signed Consent to Join of Plaintiff ARMSTRONG.

8. At all times material to this Complaint, including in 2014, 2015, 2016, and 2017, NO PRESSURE ROOF CLEANING LLC has had two (2) or more employees who have regularly sold, handled, or otherwise worked on goods and/or materials that had been moved in or produced for commerce. In this regard, Plaintiff alleges based upon information and belief and subject to discovery, that at all times material to this Complaint, NO PRESSURE ROOF CLEANING LLC has employed two (2) or more employees who, *inter alia*, have regularly handled and worked and/or sold goods and/or materials moved in or produced for commerce including but not limited to, by way of example: (a) regularly handled, worked with, and sold commercial cleaning products including but not limited chemicals and/or soaps, which cleaning products were goods and/or materials moved in or produced for commerce; (b) regularly handled and worked with pressure cleaners, hoses, tanks, generators, other commercial cleaning equipment, as well as Defendants' trucks, which all constitute goods and/or materials moved in or produced for commerce; and (c) regularly processed bank and/or other electronic transfers with customers including but not necessarily limited to Paypal, VISA, Mastercard, American Express, and Discover credit cards.

9. Based upon information and belief, the annual gross sales volume of NO PRESSURE ROOF CLEANING LLC has been in excess of \$500,000.00 per annum at all times material to this Complaint, including but not necessarily limited to during the years 2014, 2015, 2016, and 2017.

10. At all times material to this Complaint, including but not necessarily limited to during the years 2014, 2015, 2016, and 2017, NO PRESSURE ROOF CLEANING LLC has constituted an enterprise engaged in interstate commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §203(s).

11. During the three (3) year statute of limitations period between approximately

September 2015 and July 2016, Plaintiff worked for Defendants as an hourly “spray technician” with primary duties that consisted of non-exempt duties and manual labor in using Defendants’ company-truck to go to the chemical store to pick up supplies and materials paid for by Defendants and carrying out pressure cleaning assignments issued by Defendants at times and customer locations dictated by Defendants while wearing Defendants’ mandatory “No Pressure” uniform.

12. At all times material to this Complaint between approximately September 2015 and July 2016, Defendants had knowledge that Plaintiff was in fact a full-time, non-exempt employee of NO PRESSURE ROOF CLEANING LLC within the meaning of the FLSA, 29 U.S.C. §203(e), not an independent contractor but Defendants nonetheless knowingly mislabeled Plaintiff and other “spray technicians” as independent contractors despite them actually being employees.

13. The facts and circumstances of the work Plaintiff performed for Defendants between approximately September 2015 and July 2016 reveal and confirm that Plaintiff was an employee of Defendants under the law, including but not limited to because:

- (a) Plaintiff worked on a full-time, permanent basis carrying out non-exempt manual labor for Defendants’ pressure cleaning business each work week;
- (b) Plaintiff was wholly dependent on Defendants for earning his livelihood;
- (c) Plaintiff had no opportunity for profit or loss dependent upon any skill of Plaintiff;
- (d) Defendants exercised direct and extensive control over the manner in which and times at which Plaintiff was required to perform work each day for Defendants;
- (e) the duties Plaintiff carried out for Defendants on a daily basis did not require specialized skills by Plaintiff; and
- (f) Plaintiff’s pressure cleaning and related duties for Defendants were an integral part of Defendants’ business.

Accordingly, at all times material to this Complaint, Plaintiff was an “employee” of NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD under the FLSA, 29 U.S.C. §203(e)(1), and federal law.

14. During numerous work weeks within the three (3) year statute of limitations period between approximately September 2015 and July 2016, Plaintiff worked for Defendants with start and stop times that ranged between approximately 6:30 a.m. and 5:30 p.m. Monday through Friday as well as some Saturdays along with few Sundays, regularly working between an average of approximately Fifty-Five (55) to Sixty (60) hours per week.

15. Based upon Defendants compensating Plaintiff at regular hourly rates of approximately \$10.00/hour and \$12.00/hour and Plaintiff being owed an average of between approximately Fifteen (15) to Twenty (20) unpaid overtime hours per week from Defendants between approximately September 2015 and July 2016 at half-time rates of \$5.00/hour and \$6.00/hour, Plaintiff's unpaid overtime wages total between approximately \$3,500.00 and \$4,150.00.

16. The additional persons who may become Plaintiffs in this action are the current and former non-exempt "spray technicians" and other similarly situated workers, however variously titled, who have worked for Defendants in one or more weeks between December 2014 and the present without being paid time and one-half wages for all of their actual hours worked in excess of Forty (40) hours per week during one or more work weeks within the three (3) year statute of limitations period.

17. In numerous work weeks between December 2014 and the present, Defendants have willfully failed to comply with the requirements of the FLSA by, *inter alia*, failing to pay overtime time and one-half wages for all of the actual overtime hours worked by Plaintiff and those employees similarly situated to him as a result of Defendants knowingly misclassifying Plaintiff and the other workers as independent contractors despite the economic realities of their duties revealing they were employees as a matter of law.

18. At all times material to this Complaint, Defendants had knowledge of the actual hours worked by Plaintiff and other similarly situated non-exempt workers in multiple work weeks between December 2014 and the present, all of which work was for the benefit of Defendants. Nonetheless, Defendants knowingly and willfully failed to compensate Plaintiff and the other similarly situated workers with time and one-half wages for all of their actual overtime hours worked, instead accepting the benefits of the work performed by Plaintiff and the others similarly situated to him without paying the overtime compensation required by the FLSA.

19. Based upon information and belief, Defendants have failed to maintain records of the actual start times, stop times, number of hours worked each day, and total hours actually worked each week by Plaintiff and the other similarly situated workers of Defendants in one or more work weeks within the three (3) year statute of limitations period between December 2014 and the present.

20. The complete records concerning the compensation actually paid to Plaintiff and the other similarly situated workers between December 2014 and the present are in the possession, custody, and/or control of Defendants.

**COUNT I**  
**OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

21. Plaintiff, RYAN ARMSTRONG, readopts and realleges the allegations contained in Paragraphs 1 through 20 above.

22. Plaintiff is entitled to be paid time and one-half of his applicable regular rate(s) of pay for each and every hour he worked for Defendants in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately September 2015 and July 2016.

23. All similarly situated current and former non-exempt “spray technicians” and other similarly situated workers, however variously titled, who have worked in excess of Forty (40) hours per week for Defendants in one or more weeks between December 2014 and the present are also entitled to be paid time and one-half of their applicable regular rates of pay for each and every overtime hour they worked for Defendants but were not properly compensated for working on Defendants’ behalf during any work weeks within the three (3) year statute of limitations period.

24. At all times material to this Complaint, Defendants have had notice that their compensation practices did not provide Plaintiff and Defendants’ other non-exempt “spray technicians,” however variously titled, with time and one-half wages for all of their actual overtime hours worked between December 2014 and the present based upon, *inter alia*: (a) Defendants failing to maintain records of the actual hours worked by Plaintiff and the other similarly situated non-exempt employees in excess of Forty (40) hours per week; and (b) Defendants knowingly failing to pay time and one-half wages for all of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt employees.

25. By reason of the intentional, willful and unlawful acts of Defendants, all Plaintiffs (the named Plaintiff and those similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys’ fees.

26. Defendants did not have a good faith basis for their failure to pay time and one-half wages for all of the actual overtime hours worked by Plaintiff and Defendants’ other non-exempt employees, however variously titled, between December 2014 and the present, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages from Defendants pursuant to 29 U.S.C. §216(b).

27. Plaintiff has retained the undersigned counsel to represent him in this action, and

pursuant to 29 U.S.C. §216(b), Plaintiff is entitled to recover from Defendants all reasonable attorneys' fees and costs incurred as a result of Defendants' violations of the FLSA.

28. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, RYAN ARMSTRONG, and any current or former non-exempt employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment, jointly and severally, against Defendants, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD, for the payment of all unpaid overtime compensation, liquidated damages, reasonable attorneys' fees and costs of suit, and for all proper relief including prejudgment interest.

**COUNT II**  
**TAX FRAUD IN VIOLATION OF 26 U.S.C. §7434**

29. Plaintiff, RYAN ARMSTRONG, readopts and realleges the allegations contained in Paragraphs 1 through 20 above.

30. Despite the fact that Plaintiff was at all times material to this Complaint between approximately September 2015 and July 2016 an "employee" of Defendants within the meaning of the Fair Labor Standards Act, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD knowingly failed to issue Plaintiff an IRS W-2 Form for the years 2015 and 2016 and instead issued Plaintiff an IRS Form 1099 for each of those tax years while failing to make applicable withholdings and tax payments as required by law between 2015 and 2016 and likewise failing to remit the required taxes to be paid by Defendants to the government.

31. Instead, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD have, at all times between approximately December 2014 and the present, utilized a fraudulent practice and scheme to willfully misclassify Plaintiff and other "spray technicians," however variously titled, as independent contractors despite Plaintiff and other "spray technicians" actually being employees under the law, all as part of Defendants' knowing and intentional attempts to evade



paying both employment taxes and overtime compensation required by law in connection with the work performed by Plaintiff as well as numerous other “spray technicians,” a/k/a roof cleaners, including but not limited to Christian Espinoza, Eric Lind, Cesar Zamora, Alex Figueroa, Ryan Hicks, and Shawn White, all of whom Defendants willfully misclassified as independent contractors despite Plaintiff and these other “spray technicians,” a/k/a roof cleaners,” having performed non-exempt manual labor for Defendants as employee notwithstanding Defendants’ dishonest labeling of these workers as independent contractors.

32. Defendants, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD, issued information returns to Plaintiff for the tax years 2014, 2015, and 2016 with respect to wage payments made by Defendants to Plaintiff for the non-exempt work Plaintiff performed for Defendants but on which payments Defendants knowingly failed to withhold or remit applicable employment taxes.

33. The information returns issued by Defendants, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD, to Plaintiff for the year tax years 2015 and 2016 were fraudulent and known to be fraudulent by Defendants at the time Defendants issued the returns to Plaintiff.

34. As a result of Defendants’ filing of fraudulent information returns for Plaintiff for the tax years 2015 and 2016 when Defendants did not pay Plaintiff all of the overtime compensation due and owing to Plaintiff required by the Fair Labor Standards Act, and Defendants’ concomitant failure to withhold and remit applicable employment taxes from the compensation that was paid by Defendants to Plaintiff between approximately September 2015 and July 2016, Plaintiff has suffered damages.

35. Pursuant to 26 U.S.C. §7434(b), Plaintiff is entitled to damages from Defendants

in an amount equal to the greater of (a) \$5,000.00; or (b) the actual damages sustained by Plaintiff as a proximate sum result of Defendants' filing of fraudulent information returns, plus costs and attorneys' fees.

WHEREFORE, Plaintiff, RYAN ARMSTRONG, demands judgment against Defendants, jointly and severally, NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD, for damages, attorneys' fees, and costs pursuant to 26 U.S.C. §7434.

**JURY TRIAL DEMAND**

Plaintiff demands trial by jury on all issues so triable.

Dated: December 15, 2017

Respectfully submitted,

By: **s/KEITH M. STERN**  
Keith M. Stern, Esquire  
Florida Bar No. 321000  
E-mail: [employlaw@keithstern.com](mailto:employlaw@keithstern.com)  
Hazel Solis Rojas, Esquire  
Florida Bar No. 91663  
E-mail: [hsolis@workingforyou.com](mailto:hsolis@workingforyou.com)  
LAW OFFICE OF KEITH M. STERN, P.A.  
One Flagler  
14 NE 1st Avenue, Suite 800  
Miami, Florida 33132  
Telephone: (305) 901-1379  
Facsimile: (561) 288-9031  
Attorneys for Plaintiff

**CONSENT TO JOIN FORM**

1. I consent to be a party plaintiff in a lawsuit against Defendants, **No Pressure Roof Cleaning, LLC and Paul Guitard**, as well as any related entities and individuals, to seek recovery for violations of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. §216(b) *et seq.*

2. I hereby designate the Law Office of Keith M. Stern, P.A. to represent me in bringing my FLSA claims and to make decisions on my behalf concerning the litigation and settlement of these claims. I agree to be bound by any adjudication by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendants, or any other potentially responsible parties, to assert my FLSA claims and for this Consent Form to be filed in any such action.

Ryan Armstrong  
Print Name

Signature:

  
Ryan Armstrong (Oct 19, 2017)



The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS RYAN ARMSTRONG DEFENDANTS NO PRESSURE ROOF CLEANING LLC and PAUL GUITARD

(b) County of Residence of First Listed Plaintiff Palm Beach County (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Office of Keith M. Stern, P.A., Keith M. Stern, Esq., 14 NE 1st Avenue, Suite 800, Miami, FL 33132, Tel: (305) 901-1379

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Form with checkboxes for Basis of Jurisdiction (U.S. Government Plaintiff/Defendant, Federal Question, Diversity) and Citizenship of Principal Parties (Citizen of This State, Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large grid of checkboxes for Nature of Suit categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, LABOR, IMMIGRATION, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

Form with checkboxes for Origin of suit (Original Proceeding, Removed from State Court, Re-filed, Reinstated, Transferred, Multidistrict Litigation, Appeal, etc.).

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: Hon. Kenneth A. Marra DOCKET NUMBER: 17-80725-CIV-MARRA

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 29 USC 216 and 26 USC 7434 - Action for Unpaid Overtime Wages & Tax Violations

LENGTH OF TRIAL via 2-3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE December 15, 2017 SIGNATURE OF ATTORNEY OF RECORD s/Keith M. Stern

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

RYAN ARMSTRONG, on behalf of himself
and others similarly situated,

Plaintiff(s)

v.

NO PRESSURE ROOF CLEANING LLC,
a Florida Limited Liability Company, and
PAUL GUITARD, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NO PRESSURE ROOF CLEANING LLC
c/o Registered Agent, Paul Guitard
14768 64th Court North
Loxahatchee, Florida 33470

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Keith M. Stern, Esq.
One Flagler
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
(305) 901-1379

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

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RYAN ARMSTRONG, on behalf of himself
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Plaintiff(s)

v.

NO PRESSURE ROOF CLEANING LLC,
a Florida Limited Liability Company, and
PAUL GUITARD, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PAUL GUITARD
14768 64th Court North
Loxahatchee, Florida 33470

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Keith M. Stern, Esq.
One Flagler
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
(305) 901-1379

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [No Pressure Roof Cleaning Hit with Former Employee's Unpaid Wage Claims](#)

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