

Another Mass. franchisee sues cleaning firm

Lowell man: Coverall made false promises

By Stephen Kurkjian, Globe Staff | February 16, 2007

Two months after it settled a federal lawsuit that alleged it had deceived 10 Massachusetts residents who had purchased cleaning franchises from it, Coverall North America Inc. was the target of another suit in US District Court yesterday that contended it had failed to provide a Lowell man with sufficient business as it allegedly pledged it would in getting him to purchase a franchise .

Pius Awuah, 33, said in the suit that he agreed to pay Coverall \$14,000 for a franchise in 2005 in exchange for its promise to provide him with \$3,000 a month in commercial building cleaning business. However, Awuah said Coverall provided him typically with less than \$1,300 a month .

"I kept on complaining that I was not getting as much business as they had promised but they kept telling me to wait, that it'd get better but it never did so I gave it up," Awuah said.

Like Awuah, an immigrant from Ghana who has been a US citizen for a decade, the 10 others who had made similar allegations against Coverall in a 2005 suit had also recently arrived in the United States. Shannon Liss-Riordan, attorney for Awuah and the 10 others, said that Coverall focuses its marketing campaign on such newcomers to the United States because they are easily persuaded by the company's representations.

"Upon information and belief, Coverall targets individuals with limited fluency in English because they are easily victimized by Coverall's misrepresentations and other systemic legal violations," Liss-Riordan alleged in Awuah's complaint. "Even the workers who do speak English often cannot understand the highly technical and confusing language in the form franchise agreement."

Jacqueline Vlaming, general counsel for Coverall North America, said in a telephone interview yesterday that since she had not seen Awuah's complaint she could not comment on the allegations. However, she denied that the company used deceptive practices in its franchise pitches . She declined, as did Liss-Riordan, to discuss the details of the settlement reached with the prior suit filed by the 10 other Massachusetts residents, saying the agreements specifically prohibited their discussing whether the plaintiffs had received money for dropping their lawsuits.

Liss-Riordan contended that Awuah should be legally treated as a Coverall employee, and not as an independent contractor as his franchise agreement set out. Citing a decision by the Massachusetts Supreme Judicial Court in December, Liss-Riordan said that as an employee of the company Awuah should have been entitled to receive a salary commensurate with the state's minimum wage of \$6.75 at the time, overtime pay, workers' compensation insurance, and unemployment insurance.

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