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TAYLOR FUKUMOTO

30-2020-01149340-CU-OE-CJC

Assigned to for all purposes:
Judge Robert J. Moss

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

TAYLOR FUKUMOTO, an individual,

Plaintiff,

vs.

LAGUNA OVERHEAD LTD dba PRECISION
DOOR SERVICE, MICHEL ERIC HANSON,
and DOES 1 through 20 inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO INDEMNIFY FOR
NECESSARY EXPENDITURES IN
VIOLATION OF LAB. CODE § 2802;**
 - 2. FAILURE TO PAY OVERTIME IN
VIOLATION OF LAB. CODE § 510;**
 - 3. WILLFUL FAILURE TO PAY WAGES IN
VIOLATION OF LAB. CODE §§ 201-203;**
 - 4. FAILURE TO TIMELY PAY WAGES IN
VIOLATION OF LAB. CODE § 204;**
 - 5. FAILURE TO PAY MINIMUM WAGE IN
VIOLATION OF LAB. CODE § 1194;**
 - 6. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS IN
VIOLATION OF LAB. CODE § 226;**
 - 7. CIVIL PENALTIES IN VIOLATION OF
CAL. LAB. CODE § 2699, ET SEQ.;**
 - 8. UNFAIR COMPETITION IN VIOLATION
OF BUS. & PROF. CODE §17200 ET SEQ.**
- DEMAND OVER \$25,000**
[DEMAND FOR JURY TRIAL]

1 Plaintiff TAYLOR FUKUMOTO is informed and believes and thereon alleges as follows:

2 **PARTIES, VENUE AND JURISDICTION**

3 1. Plaintiff TAYLOR FUKUMOTO was at all times relevant hereto a resident of Fullerton,
4 California.

5 2. At all relevant times herein, Defendant LAGUNA OVERHEAD LTD was a California
6 Corporation with its principal place of business in Irvine, California. Laguna Overhead LTD also does
7 business as "Precision Door Service."

8 3. Defendant MICHEL ERIC HANSON was at all times relevant herein the principal of
9 LAGUNA OVERHEAD LTD.

10 4. The true names and capacities, whether individual, corporate, associate, or otherwise, of
11 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
12 these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to
13 insert the true names and capacities of these Defendants when they become known to Plaintiff. Plaintiff
14 is informed and believes and based thereupon alleges, that each of the fictitiously named Defendants is
15 responsible for the wrongful acts alleged herein and are therefore liable to Plaintiff as alleged hereinafter.

16 5. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
17 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
18 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
19 each of them, and in doing the things alleged herein, were acting at least in part within the course and
20 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
21 joint venture and with the permission and consent of each of the other Defendants.

22 6. Plaintiff is informed and believes and based thereupon alleges, that Defendants, including
23 those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts
24 alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
25 alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon
26 alleges, that Defendants, including those defendants named as DOES 1-20 formed and executed a
27 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with
28 all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually

1 causing Plaintiff's harm.

2 7. Whenever and wherever reference is made in this Complaint to any act or failure to act by
3 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
4 failures to act by each Defendant acting individually, jointly and severally.

5 **FACTUAL ALLEGATIONS**

6 8. TAYLOR FUKUMOTO worked as a service technician for Defendants from June 26, 2018
7 to April 17, 2020, when he was terminated.

8 9. Mr. Fukumoto's job duties – like the duties of all technicians at Laguna Overhead –
9 consisted of the repair of garage doors, which included the replacement of hardware such as springs,
10 cables, rollers, and repair or replace garage door automatic openers and accessories.

11 10. Secondary to his role as a technician, Mr. Fukumoto's job duties also included providing
12 customers with estimates for the cost of new doors, installation and repair services. The company
13 considered providing these estimates to be "sales" work, which constitutes about 10-15% of Mr.
14 Fukumoto's work, as well as the work of the other technicians.

15 11. Beginning with the July 22, 2018 pay period, the wage statement that Defendants provided
16 to Mr. Fukumoto eliminated listing of the number of hours worked and categorized most all wages earned
17 as "commission." These wage statements also fail to specify the applicable hourly rates in effect during
18 the pay period.

19 12. At all times during his employment at Laguna Overhead Ltd., Mr. Fukumoto worked an
20 average of 55 hours per week (including "on-call" time). All other technicians and salespersons also
21 worked more than 40 hours per week during his time working there, according to Mr. Fukumoto.

22 13. All "sales persons" and technicians of Defendants, including Mr. Fukumoto, were required
23 to use their own tools to perform their job duties. The Precision Door Service Training Manual lists 49
24 tools required for the technician's job. The company thus deems these tools necessary and required by
25 technicians to complete their work of the trade. However, Defendants only supplied Mr. Fukumoto with
26 four tools: (1-2) two different residential spring gauges, (3) a pair of the 18" x ½" round stock winding
27 bars, and (4) an opener stand that aids in opener installations. All other tools necessary for the Defendants'
28 technicians must be purchased by the technicians to conduct company work.

14. Based on the company chain-of-command, Michel Eric Hanson, Chief Executive Officer of Laguna Overhead Ltd., directed Mark Ho, the company office manager, to inform the technicians that they must supply their own tools, according to Plaintiff. Mr. Ho then relays this message to Victor Rocha, who is the manager who supervised the technicians on a daily basis, according to Fukumoto.

15. On numerous occasions, Taylor Fukumoto complained to Mark Ho regarding lack of full compensation; but according to Mr. Fukumoto, Ho merely brushed off these concerns every time, telling anyone who complained, "You're getting paid more than fairly, considering minimum wage."

16. At no time since these complaints did Defendants address the compensation problems, provide the tools necessary for the job, or increase Taylor Fukumoto's pay to at least double minimum wage in order to cover his supply of work tools.

FIRST CAUSE OF ACTION

FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES,

IN VIOLATION OF LABOR CODE § 2802

(AGAINST ALL DEFENDANTS)

17. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

18. An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, as is required by Cal. Lab Code § 2802, Cal. Code Regs. 8 § 11040 9(B), and Industrial Welfare Commission Order No. 4-2001.

19. An employer may itself supply the tools necessary for the job; or alternately, it may pay an employee at least two (2) times the minimum wage “to provide and maintain hand tools and equipment customarily required by the trade or craft.” Cal. Code Regs. tit. 8 § 11140 and Industrial Welfare Commission Order No. 4-2001, section 9(b), as incorporated into the Labor Code by Cal. Lab. Code §§ 1173, 1182.

20. As stated in the facts above, employees at Laguna Overhead Ltd., including Plaintiff, were required to supply and use their own tools – a substantial number of tools – to perform their work. Mr. Fukumoto paid approximately \$900 for his tools. Despite the fact that employees had to supply their own

1 tools, Defendants failed to reimburse them, Mr. Fukumoto, for the cost of their tools. Furthermore,
2 Defendants did not pay Mr. Fukumoto or other technicians at least twice the state's minimum wage, as an
3 alternate method of compensating them for supplying their own tools.

4 21. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
5 employer, who violates, or causes to be violated, Labor Code section 2802, may be held liable as the
6 employer for such violation. The term 'other person acting on behalf of an employer' is limited to a natural
7 person who is an owner, director, officer, or managing agent of the employer.

8 22. At all times relevant herein, Defendant MICHEL ERIC HANSON violated and caused to
9 be violated Labor Code section 2802 because he implemented and/or permitted a company policy that
10 required employees to supply tools and failed to reimburse non-double minimum wage earning employees
11 for the money spent on these tools.

12 23. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by him for the
13 purchase of the tools that were necessary for the performance of his jobs as a technician which he was
14 required to purchase, the amount of which according to proof at trial.

15 24. Additionally, Plaintiff is further entitled to an award of interest at the same rate as
16 judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditures
17 or loses and all reasonable costs, including attorney's fees incurred by him enforcing the rights granted by
18 Labor Code § 2802.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY APPLICABLE OVERTIME WAGE**

21 **IN VIOLATION OF LABOR CODE § 510**

22 **(AGAINST ALL DEFENDANTS)**

23 25. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
24 fully set forth herein.

25 26. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
26 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
27 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
28 hours in a single day. It also requires employers to pay their non-exempt employees overtime

1 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
2 work week and double-time compensation for any work done beyond the first eight hours on the seventh
3 consecutive day of work.

4 27. As stated above, beginning with the July 22, 2018 pay period, the wage statements that
5 Defendants furnished to their employees, including Mr. Fukumoto, eliminated listing of the number of
6 hours worked, and placed most all wages earned under “commission.” As a result, Defendants evaded
7 paying Mr. Fukumoto, and all other technicians, their rightful overtime pay. Thus, Defendants failed to
8 pay its California employees, including Mr. Fukumoto, at least 1 ½ times the applicable minimum wage
9 on various pay periods where their commissions did not meet or exceed the mathematical product of 1 ½
10 times minimum wage x 40 hours.

11 28. Mr. Fukumoto alleges that all employees at Laguna Overhead Ltd. worked more than 40
12 hours per week during the time he was worked for the firm. Defendants’ failure to pay employees at least
13 1 ½ times minimum wage entitles these employees to payment of the difference between the product of 1
14 ½ times minimum wage x 40 hours and the amounts they were actually paid on those pay periods. In
15 addition, these employees, including Mr. Fukumoto, were also entitled to payment of overtime for all
16 hours worked on these pay periods.

17 29. At no time during their employment with Laguna Overhead Ltd. were its employees,
18 including Mr. Fukumoto, exempt from overtime payment under IWC Order No. 4-2001 3.(D) and Cal.
19 Code Regs. tit. 8 § 11070 3.(D), which remove employees from the mandate to receive overtime payment
20 if more than half of that employee’s compensation represents commissions. The California Labor Code
21 defines “commission wages” as “compensation paid to any person for services rendered in the sale of such
22 employer's property or services and based proportionately upon the amount or value thereof.” Cal. Lab.
23 Code §204.1. Here, all technicians, including Mr. Fukumoto, worked primarily as technicians. To the
24 extent that their work also involved “sales” – work appropriate for a commission payment – only about
25 10-15 percent of their work, including Mr. Fukumoto’s, involved providing customers estimates for the
26 cost of new doors, installation and repair services, which Defendants consider “sales” work. The fact that
27 Defendants classified all technicians’ work, including Mr. Fukumoto’s, as commission-based sales not
28 only violates Cal. Lab. Code §510, but is also contrary to IWC Order No. 4-2001 and Cal. Code Regs. tit.

1 8 § 11070.

2 30. Labor Code §558 (a) requires that any person acting on behalf of an employer who violates,
3 or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each underpaid
4 employee for each pay period in which the employee was underpaid in addition to an amount sufficient to
5 recover underpaid wages. Also, Labor Code §558 (a) for each subsequent violation, the person acting on
6 behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
7 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

8 31. At all relevant times, Defendants' failed to pay Plaintiff for all overtime compensation
9 required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order
10 No. 4-2001.

11 32. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
12 Code §510, 8 Code Regulations §11050, and Industrial Welfare Commission Order No. 4-2001.

13 33. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties in
14 this amount stated above based upon Defendants' underpayment of overtime wages. Defendants violated
15 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this complaint,
16 the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized
17 \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven at trial.

18 34. Plaintiff has been deprived of his rightfully earned overtime compensation as a direct and
19 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover
20 such amounts, plus interest thereon, attorneys' fees, and costs.

21 **THIRD CAUSE OF ACTION**

22 **WILLFUL FAILURE TO PAY WAGES**

23 **IN VIOLATION OF LABOR CODE §§ 201-203**

24 **(AGAINST ALL DEFENDANTS)**

25 35. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
26 fully set forth herein.

27 36. If an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately. If an employer willfully fails to pay, without abatement or

1 reduction, in accordance with Labor Code Sections 201 and 202, any wages of an employee who is
2 discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
3 at the same rate until paid or until an action thereof is commenced; but the wages shall not continue for
4 more than 30 days.

5 37. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

6 38. At the time of all aggrieved employees' terminations, including Plaintiff's, they were not
7 paid all wages due, including minimum wage and overtime pay.

8 39. At no time since their termination, did Defendants pay them wait-time penalties as required
9 by Labor Code § 203.

10 40. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages upon
11 his discharge, Plaintiff incurred wait-time penalties in an amount equal to his daily rate of pay over the
12 period of time that the wages were not paid in an amount subject to proof at trial.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY WAGES**

15 **IN VIOLATION OF LABOR CODE § 204**

16 **(AGAINST ALL DEFENDANTS)**

17 41. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
18 fully set forth herein.

19 42. "All wages ... earned by any person in any employment are due and payable twice during
20 each calendar month, on days designated in advance by the employer as the regular paydays." Cal. Lab.
21 Code § 204(a). "The requirements of this section shall be deemed satisfied by the payment of wages for
22 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
23 following the close of the payroll period." Cal. Lab. Code § 204(d).

24 43. All aggrieved employees, including Plaintiff, were not paid all wages due by the due dates
25 and/or time periods specified in Labor Code § 204 by virtue of Defendants' failure to pay due minimum
26 wage and overtime compensation.

27 44. As stated above, Mr. Fukumoto complained to Mark Ho regarding the lack of full
28 compensation on numerous occasions, but Defendants continued their unlawful practice of failing to pay

overtime and minimum wage.

45. According to the Labor Code § 210, an employer who fails to pay the wages of each employee as provided in section 204 shall be subject to a penalty, (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

46. As a result of the foregoing, Plaintiff is entitled to recover all sums he is entitled to as a result of Defendants' untimely payments as well as penalties under Labor Code § 210.

FIFTH CAUSE OF ACTION

FAILURE TO PAY APPLICABLE MINIMUM WAGE

IN VIOLATION OF LABOR CODE § 1194

(AGAINST ALL DEFENDANTS)

47. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

48. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the commission or by any applicable state or local law is unlawful.

49. As of January 1, 2018, the minimum wage applicable to Plaintiff was \$22 per hour, which represents twice the state minimum wage for that period.

50. As of January 1, 2019, the minimum wage applicable to Plaintiff was \$24 per hour, which represents twice the state minimum wage for that period.

51. As of January 1, 2020, the minimum wage applicable to Plaintiff was \$26 per hour, which represents twice the state minimum wage for that period.

52. At all relevant times, Defendants failed and refused to pay all aggrieved employees, including Plaintiff, the applicable legal minimum wage in the State of California, as set forth in Industrial Welfare Commission Order No. 4-2001 and California Labor Code §§ 1182.12, 1194, 1194.2 and 1197.

53. Defendants failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the

1 straight time compensation paid and applicable minimum wage, including interest thereon.

2 54. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
3 employer, who violates, or causes to be violated, Labor Code section 1194, may be held liable as the
4 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a natural
5 person who is an owner, director, officer, or managing agent of the employer.

6 55. At all times relevant herein, Defendant MICHEL ERIC HANSON violated and caused to
7 be violated Labor Code section 1194 because he implemented and/or permitted a company policy of
8 failing to pay employees at least twice minimum wage despite that those employees were entitled to that
9 wage.

10 56. Pursuant to Labor Code §1194, Plaintiff is entitled to an award of reasonable attorneys’
11 fees and costs incurred in this action.

12 57. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
13 damages in an amount equal to the minimum wages unlawfully unpaid in the amount equal to the unpaid
14 minimum wages plus interest.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

17 **IN VIOLATION OF LABOR CODE § 226**

18 **(AGAINST ALL DEFENDANTS)**

19 58. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
20 fully set forth herein.

21 59. Pursuant to Labor Code §§226 and 1174, employers have a duty to furnish their non-
22 exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross
23 wages, total deductions net wages earned and name of the employer.

24 60. Here, Defendants violated Cal. Lab. Code § 226 by failing to include the following in
25 employees’ itemized statement of wages (numbered according to the sub-sections of the statute): (1) gross
26 wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages earned, (8) the
27 name and address of the legal entity that is the employer and, (9) all applicable hourly rates in effect during
28 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 61. In terms of subsection (8), the name and address of the legal entity that is the employer, it
2 is noteworthy that the wage statements provided by Defendants do not list Laguna Overhead LTD as the
3 legal entity. Instead, by listing the employer as “PRECISION DOOR SERVICE” on wage statements of
4 California employees, the Defendants have failed to list the name and address of the legal entity that is
5 the employer, in violation of Cal. Lab. Code § 226.

6 62. Additionally, the wage statements provided to Defendants’ employees list OPTIMUM
7 EMPLOYER SOLUTIONS, LLC. first – above Precision Door Service – thus making it appear as if
8 Optimum Employer Solutions is the employer, rather than Laguna Overhead LTD or Precision Door
9 Service. This ambiguous listing makes it unclear what entity is actually or purportedly the employer, and
10 thus this is an additional violation of Cal. Lab Code 226(a).

11 63. An employer who violates Cal. Lab. Code § 226 or § 1174 is liable to its employees for the
12 greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period
13 in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory
14 maximum of \$4,000.00.

15 64. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
16 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
17 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a natural
18 person who is an owner, director, officer, or managing agent of the employer.

19 65. At all times relevant herein, Defendant MICHEL ERIC HANSON violated and caused to
20 be violated Labor Code section 226 because he implemented and/or permitted a company policy of
21 furnishing wage statements that failed to list the information required by section 226.

22 66. Based on Defendants' conduct as alleged herein, Defendants are liable to Plaintiff for
23 damages and statutory penalties pursuant to Labor Code §226, as well as attorneys’ fees and costs.

24 **SEVENTH CAUSE OF ACTION**

25 **CIVIL PENALTIES IN VIOLATION OF LABOR CODE § 2699, ET SEQ.**

26 **(AGAINST ALL DEFENDANTS)**

27 67. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
28 fully set forth herein.

1 68. Under Labor Code §2699, et seq., Plaintiff, as a aggrieved employee, may bring an action
2 against defendants, on behalf of himself and other current or former employees, seeking statutory civil
3 penalties for defendants' violations of various provisions of the California Labor Code.

4 69. Plaintiff was a aggrieved employee within the meaning of Labor Code §2699, et seq.
5 because he was required to supply his own tools to perform his work and was not paid at least twice the
6 minimum wage during the time that he was employed there or reimbursed for the cost of his tools. This
7 practice is in violation of Industrial Welfare Commission Order No. 4-2001, section 9 (b), 8 CAL. CODE
8 REGS. § 11040 9 (B) and California Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197 and 2802 (a)-(d).
9 Further, Plaintiff was not furnished with accurate itemized wage statements in violation of Labor Code §
10 226 (a). Further, Plaintiff was not paid overtime for time worked in excess of 8 hours per day or 40 hours
11 per week in violation of Labor Code § 510. Further, he was not paid all due wages upon his termination
12 in violation of Labor Code §§ 201 and 203. Further, Plaintiff was not timely paid wages in violation of
13 Labor Code § 204.

14 70. On April 15, 2020, Plaintiff provided notice via certified mail to Defendants of the specific
15 provisions of the California Labor Code that Defendants violated.

16 71. On April 16, 2020, Plaintiff provided notice via electronic submission to the Labor and
17 Workforce Development Agency of the specific provisions of the California Labor Code that Defendants
18 violated.

19 72. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
20 Workforce Development Agency on its intent to pursue an action against Defendants.

21 73. As a direct and proximate result of the Labor Code violations Defendants committed
22 against all aggrieved employees as set forth herein, including California Labor Code §§ 201-204, 226,
23 510, 1173, 1182, 1182.12, 1194, 1194.2, 1197 and 2802, Plaintiff is entitled to civil penalties of \$100 for
24 each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee
25 per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code
26 sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code
27 sections that do expressly provide for a penalty.

28 74. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered

1 civil penalties.

2 **EIGHTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

5 **(AGAINST ALL DEFENDANTS)**

6 75. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
7 fully set forth herein.

8 76. Defendants' violations of California Labor Code §§ 201-204, 226, 510, 1173, 1182,
9 1182.12, 1194, 1194.2, 1197 and 2802 constitute unfair business practices in violation of Business &
10 Professions Code §§17200, et seq.

11 77. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits
12 and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to
13 restore the ill-gotten gains taken from Plaintiff in the form of restitution.

14 78. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
15 injunctive relief, including orders that the Defendants account for, disgorge, and restore to the Plaintiff
16 those wages which Plaintiff was legally entitled to, but were not paid, unreimbursed money for the
17 purchase of tools and other amounts and benefits unlawfully withheld from him.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
20 according to proof as follows:

21 1. For all sums incurred for the purchase of the tools that were necessary for the performance
22 of Plaintiff's job and/or for the purchase of tools that Defendants required him to purchase for his job in
23 an amount according to proof pursuant to Labor Code § 2802;

24 2. For interest at the same rate as judgments in civil actions, accruing from the date on which
25 Plaintiff incurred the necessary expenditures or loses for the purchase of tools pursuant to Labor Code §
26 2802;

27 3. For all reasonable costs, including attorney's fees incurred by Plaintiff's enforcement of
28 the rights granted by Labor Code §§ 510, 1194 and 2802;

1 4. For payment of underpaid minimum wage compensation pursuant to Labor Code
2 §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. Order No. 4-2001 in an
3 amount subject to proof;

4 5. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
5 plus interest;

6 6. For prejudgment interest on each of the foregoing at the legal rate from the date the
7 obligation became due through the date of judgment in this matter;

8 7. For civil and statutory penalties and reasonable attorney's fees and costs pursuant to Labor
9 Code §§ 226 and 2699, et seq.;

10 8. For payment of unpaid overtime compensation pursuant to Labor Code §§510, 558, and
11 Industrial Welfare Commission Order No. 4-2001;

12 9. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount according
13 to proof;

14 10. For waiting time penalties pursuant to Labor Code §§201-203 in the amount according to
15 proof;

16 11. For civil and statutory penalties and damages pursuant to Labor Code §558 (a), § 1197.1
17 and §226 (e).

18 **WHEREFORE**, Plaintiff seeks further judgment against Defendants, and each of them, in an
19 amount according to proof, as follows:

20 12. For injunctive relief and restitution pursuant to Business & Professions Code §§ 17200, et
21 seq., that has been obtained from Plaintiff through Defendants' unfair competition and business practices,
22 including failure to compensate Plaintiff appropriately, unreimbursed tools, and other amounts and
23 benefits unlawfully withheld from him;

24 13. For costs of suit;

25 14. For post-judgment interest; and

26 15. For any other relief that is just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury on all issues.

3 **PIMENTEL LAW, P.C.**

4
5 Dated: June 25, 2020

6 By: Bruce T. Murray
7 Bruce T. Murray, Esq.
8 Attorney for Plaintiff