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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

CALEB OLTMANN, individually and on  
behalf of all those similarly situated,

Plaintiff,

v.

HIGHLAND ARMS ENTERPRISES, INC.  
D/B/A PRECISION DOOR SERVICE, a  
Washington Corporation,

Defendant.

No. 23-2-14774-0 SEA

CLASS ACTION COMPLAINT FOR  
DAMAGES

Plaintiff claims against Defendant as follows:

**I. INTRODUCTION & NATURE OF ACTION**

1.1. Plaintiff Caleb Oltmanns brings this class action for money damages and statutory penalties for breach of contract, unjust enrichment, and wage law violations on behalf of current and former commissioned salespersons employed by Defendant Highland Arms Enterprises, Inc. d/b/a Precision Door Service (“Defendant”).

**II. PARTIES & JURISDICTION**

2.1. Plaintiff is a resident of Federal Way, Washington and was formerly employed as a “Technician” with Defendant Precision Door.

1           2.2. Defendant is a Washington corporation with its principal place of business in  
2 Woodinville, Washington.

3           2.3. The Superior Court of Washington has jurisdiction of Plaintiff's claims  
4 pursuant to RCW 2.08.010 and CR 23.

5           2.4. Venue in King County is appropriate pursuant to RCW 4.12.025.

6           2.5. All or a significant portion of the acts and omissions alleged herein took place  
7 in the State of Washington, including in King County.  
8

9                                       **III. STATEMENT OF FACTS**

10           3.1. Defendant is in the business of repairing and selling garage doors to customers  
11 across the State of Washington.

12           3.2. Plaintiff and members of the class work and have worked for Defendant in the  
13 State of Washington as commissioned employees, including as "Technicians" and  
14 "Estimators."  
15

16           3.3. Defendant required Plaintiff to sign an agreement outlining how his  
17 commissions as a "Technician" would be calculated and paid ("Commission Agreement").

18           3.4. Plaintiff and other commissioned employees ("class members") working in  
19 Washington had the same or a substantially similar Commission Agreement as Plaintiff's.

20           3.5. The Commission Agreement provides that Defendant may deduct the  
21 "company's costs" in determining the class member's commission on a given sale. Exemplar  
22 calculations in the Commission Agreement show that the term "costs" means the actual  
23 amounts paid by Defendant, such as for the "cost of material" or the "cost of parts."  
24

25           3.6. Despite this language, Defendant inflated its actual costs by as much as 18%  
26 on each and every transaction.

1 3.7. Defendant’s decision to inflate the amount charged as “costs” in determining  
2 the class members’ commissions violates the terms of the Commission Agreement, depriving  
3 class members of their agreed-upon pay.

4 3.8. By inflating “costs” in calculating class members’ commissions, Defendant  
5 executed the Commission Agreement in violation of its duty to deal fairly and conduct itself  
6 in good faith.

7 3.9. Defendant’s inflation of “costs” to depress class members’ commissions and  
8 increase its own revenue resulted in unjust enrichment to Defendant.  
9

10 **IV. CLASS ACTION ALLEGATIONS**

11 4.1. Plaintiff seeks to represent all of Defendant’s past and present employees who  
12 worked in Washington and were paid in whole or in part on a commissioned basis, including  
13 “Technicians” or “Estimators,” at any time starting six years before the filing of this  
14 Complaint and continuing thereafter.  
15

16 4.2. This action is properly maintainable under CR 23(a) and (b)(3).

17 4.3. The class described above is sufficiently numerous that joinder of all of them  
18 is impractical, as required by CR 23(a)(1).

19 4.4. Pursuant to CR 23(a)(2), there are common questions of law and fact  
20 including, but not limited to: whether Defendant had a pattern and practice of inflating  
21 “costs” such that class members did not receive the full commissions owed; whether the  
22 inflation of costs violated the Commission Agreement; whether Defendant fulfilled its  
23 contractual duty of good faith and fair dealing in its interpretation and implementation of the  
24 Commission Agreement; whether Defendant has been unjustly enriched; and whether  
25  
26

1 Defendant has acted willfully and with the intent to deprive Plaintiff and members of the  
2 class of required compensation by inflating its “costs.”

3 4.5. Pursuant to CR 23(a)(3), the named Plaintiff’s wage claims are typical of the  
4 claims of all class members and of Defendant’s anticipated affirmative defenses thereto.

5 4.6. The named Plaintiff will fairly and adequately protect the interests of the class  
6 as required by CR 23(a)(4).

7 4.7. Pursuant to CR 23(b)(3), class certification is appropriate here because  
8 questions of law or fact common to members of the class predominate over any questions  
9 affecting only individual members and because a class action is superior to other available  
10 methods for the fair and efficient adjudication of the controversy.  
11

## 12 V. LIABILITY

13 5.1. **Breach of Contract.** Defendant’s inflation of “costs” and failure to pay the  
14 full commissions owed to Plaintiff and class members breached the terms of its  
15 Compensation Agreement under Washington law and constitutes a violation of the duty of  
16 good faith and fair dealing.  
17

18 5.2. **Unjust Enrichment.** Defendant has retained amounts that should have been  
19 paid to Plaintiff and the class members and has been unjustly enriched by its actions.

20 5.3. **Overdue Commissions.** Defendant was obligated to pay class members who  
21 resigned, were terminated, or otherwise ceased working, their full wages due by the end of  
22 the first pay period following the date employment ceased pursuant to RCW 49.48.010. By  
23 failing to pay class members the full commission owed by the end of the first pay period  
24 following the date employment ceased, Defendant violated RCW 49.48.010.  
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26

1 5.4. **Willful Withholding.** Defendant's actions constitute willful withholding of  
2 agreed upon wages in violation of RCW 49.52.050 and .070.

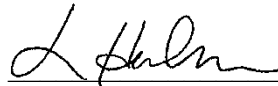
3 **VI. DAMAGES AND PRAYER FOR RELIEF**

4 Plaintiff requests this Court enter an order granting him and class members the  
5 following relief:

- 6
- 7 i. Damages for lost wages (commissions) in amounts to be proven at  
8 trial;
- 9 ii. Exemplary damages in amounts equal to double the wages due to class  
10 members, pursuant to RCW 49.52.070;
- 11 iii. Attorneys' fees and costs pursuant to RCW 49.48.030 and RCW  
12 49.52.070;
- 13 iv. Prejudgment interest; and
- 14 v. Such other and further relief as the Court deems just and proper.

DATED this 9th day of August, 2023.

SCHROETER GOLDMARK & BENDER



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