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

BRIAN MARTIN, individually and on
behalf of all others similarly situated,

Plaintiff,

NO. 19-2-06156-1 SEA

CLASS ACTION COMPLAINT FOR
WAGES DUE

v.

JOHNSON CONTROLS FIRE
PROTECTION, LP, a foreign limited
partnership,

Defendant.

I. PARTIES & JURISDICTION

1.1. Plaintiff Brian Martin is a current employee of Defendant Johnson Controls Fire Protection, LP and a resident of Spanaway, Washington.

1.2. Defendant Johnson Controls Fire Protection, LP (“Johnson Controls”) is a Wisconsin Limited Partnership with a principal place of business in Milwaukee, Wisconsin.

1.3. Defendant transacts business in King County, Washington and throughout the State of Washington.

1 2.4. Effective February 15, 2018, the State and SimplexGrinnell entered into an
2 amendment extending the term of the Master Contract to February 15, 2019.

3 2.5. Effective January 1, 2018, SimplexGrinnell assigned all of its rights,
4 obligations and liabilities under the Master Contract to Johnson Controls, pursuant to the
5 merger of the two companies. As SimplexGrinnell’s corporate successor, Johnson Controls is
6 liable for all underpayments of wages by SimplexGrinnell to Plaintiff and the putative class
7 described herein. Therefore, all further references to Johnson Controls in this Complaint shall
8 encompass SimplexGrinnell.
9

10 2.6. Johnson Controls also provided maintenance, repair, inspection, and testing
11 services for fire detection and suppression systems and backflow preventers to a myriad of
12 local governments and municipal facilities in Washington state as customers under the DES
13 Master Contract.
14

15 2.7. Plaintiff Brian Martin is and has been employed by Johnson Controls as a
16 Sprinkler Inspector in the Washington state during the three years preceding the filing of this
17 Complaint.
18

19 2.8. As part of his employment for Johnson Controls, Plaintiff performed
20 maintenance, inspection, and testing services on fire alarms, sprinklers, and other fire
21 detection and suppression systems in state and municipal facilities in Washington state.
22 Plaintiff regularly and routinely used and uses hand and electronic tools in performing this
23 work.
24

25 2.9. The work of Plaintiff and similarly situated employees on state and municipal
26 facilities is “public work” within the definition of RCW 39.04.010 and is covered by the
Washington Prevailing Wage Act, RCW 39.12.

1 performed by the class members is public work under the meaning of the Prevailing Wage
2 Act and whether Johnson Controls failed to pay class members the proper prevailing rate of
3 wages.

4 3.5. Pursuant to CR 23(a)(3), Plaintiff's wage claims are typical of the claims of
5 all class members and of Johnson Control's anticipated affirmative defenses.

6 3.6. Plaintiff and his counsel will fairly and adequately protect the interests of the
7 class as required by CR 23(a)(4).

8 3.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
9 questions of law or fact common to members of the class predominate over any questions
10 affecting only individual members, and because a class action is superior to other available
11 methods for the fair and efficient adjudication of the controversy.
12

13 IV. LIABILITY

14 A. First Classwide Cause Of Action

15 4.1. Plaintiff restates the allegations set forth in all paragraphs above.

16 4.2. Johnson Control's failure to pay Plaintiff and the class members at the
17 applicable prevailing rates of wage, and at the correct overtime rates, constitutes a violation
18 of Washington law including RCW 39.12.020, RCW 49.46.130, and RCW 49.28.010.

19 4.3. As a result of Johnson Control's actions, Plaintiff and the class members have
20 been damaged in amounts to be proven at trial.
21

22 B. Second Classwide Cause of Action

23 4.4. Plaintiff restates the allegations set forth in all paragraphs above.
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