The Honorable Patrick Oishi 1 Trial Date: March 2, 2020 2 3 4 5 6 7 8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON 9 IN AND FOR THE COUNTY OF KING 10 BRIAN MARTIN, individually and on 11 NO. 19-2-06156-1 SEA behalf of all others similarly situated, 12 CLASS ACTION COMPLAINT FOR Plaintiff, **WAGES DUE** 13 v. 14 JOHNSON CONTROLS FIRE 15 PROTECTION, LP, a foreign limited partnership, 16 Defendant. 17 18 19 **PARTIES & JURISDICTION** I. 20 Plaintiff Brian Martin is a current employee of Defendant Johnson Controls 1.1. 21 Fire Protection, LP and a resident of Spanaway, Washington. 22 Defendant Johnson Controls Fire Protection, LP ("Johnson Controls") is a 1.2. 23 Wisconsin Limited Partnership with a principal place of business in Milwaukee, Wisconsin. 24

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1.3.

State of Washington.

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SCHROETER GOLDMARK & BENDER

Defendant transacts business in King County, Washington and throughout the

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- 1.4. Defendant is an employer within the meaning of the Washington Prevailing Wage Act, RCW 39.12, and the Washington Minimum Wage Act ("MWA"), RCW 49.46.
- 1.5. The Superior Court of Washington has jurisdiction over Plaintiff's claims pursuant to RCW 2.08.010.
- 1.6. Venue in King County is appropriate pursuant to RCW 4.12.025 as Johnson Controls transacts business in King County, Washington, and some of the transactions giving rise to the claims asserted in this case took place in King County.

II. STATEMENT OF FACTS

- 2.1. Johnson Controls is the self-described "world leader in security, fire protection, HVAC, building controls and energy storage." Among the services that Johnson Controls provides for its customers are the maintenance, testing, inspection, and repair of fire detection and fire suppression systems.
- 2.2. In or about September 2016, Johnson Controls merged with Tyco SimplexGrinnell, another company providing fire detection, fire suppression and other building controls services.
- 2.3. Effective February 15, 2016, SimplexGrinnell, LP, Johnson Control's predecessor in interest, signed a Master Contract with the Washington State Department of Enterprise Services ("DES") for the maintenance, repair, inspection, and testing of fire detection and fire suppression systems and backflow preventers in state facilities. That contract provides, in relevant part, that "the prevailing wage rates which are in effect on the Bid opening date or on the effective date of any extension of the Contract are the wage rates that must be paid for the duration of the Contract."

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- 2.4. Effective February 15, 2018, the State and SimplexGrinnell entered into an amendment extending the term of the Master Contract to February 15, 2019.
- 2.5. Effective January 1, 2018, SimplexGrinnell assigned all of its rights, obligations and liabilities under the Master Contract to Johnson Controls, pursuant to the merger of the two companies. As SimplexGrinnell's corporate successor, Johnson Controls is liable for all underpayments of wages by SimplexGrinnell to Plaintiff and the putative class described herein. Therefore, all further references to Johnson Controls in this Complaint shall encompass SimplexGrinnell.
- 2.6. Johnson Controls also provided maintenance, repair, inspection, and testing services for fire detection and suppression systems and backflow preventers to a myriad of local governments and municipal facilities in Washington state as customers under the DES Master Contract.
- 2.7. Plaintiff Brian Martin is and has been employed by Johnson Controls as a Sprinkler Inspector in the Washington state during the three years preceding the filing of this Complaint.
- 2.8. As part of his employment for Johnson Controls, Plaintiff performed maintenance, inspection, and testing services on fire alarms, sprinklers, and other fire detection and suppression systems in state and municipal facilities in Washington state. Plaintiff regularly and routinely used and uses hand and electronic tools in performing this work.
- 2.9. The work of Plaintiff and similarly situated employees on state and municipal facilities is "public work" within the definition of RCW 39.04.010 and is covered by the Washington Prevailing Wage Act, RCW 39.12.

- 2.10. Almost without exception, Johnson Controls paid Plaintiff and similarly situated employees less than the prevailing wage rate when they performed work in state and municipal facilities.
- 2.11. Plaintiff has repeatedly requested that Johnson Controls pay him the prevailing wage rate for this work, to no avail.
- 2.12. Johnson Controls knew or should have known that that it was paying Plaintiff and similarly situated employees at less than the correct prevailing rates of wage for their work on public facilities.
- 2.13. Plaintiff and similarly situated employees routinely worked more than 40 hours per week for Johnson Controls.
- 2.14. In failing to compensate Plaintiff and similarly situated employees at the correct prevailing rates for public works projects, including overtime, Johnson Controls acted willfully and with the intent of depriving workers of their required compensation.

III. CLASS ACTION ALLEGATIONS

- 3.1. Plaintiff seeks to represent all individuals employed as sprinkler inspectors, fire alarm inspectors, fire sprinkler systems inspectors, fire service technicians, or similar job classifications by Johnson Controls in Washington state during the period beginning three years prior to the filing of this Complaint and thereafter.
 - 3.2. This case is properly maintainable as a class action under CR 23(a) and (b)(3).
- 3.3. The class described in paragraph 3.1 is sufficiently numerous so that joinder of all such employees is impractical, as required by CR 23(a)(1).
- 3.4. Pursuant to CR 23(a)(2), there are common questions of law and fact including, but not limited to, whether the maintenance, testing, and inspection work

performed by the class members is public work under the meaning of the Prevailing Wage

Act and whether Johnson Controls failed to pay class members the proper prevailing rate of
wages.

- 3.5. Pursuant to CR 23(a)(3), Plaintiff's wage claims are typical of the claims of all class members and of Johnson Control's anticipated affirmative defenses.
- 3.6. Plaintiff and his counsel will fairly and adequately protect the interests of the class as required by CR 23(a)(4).
- 3.7. Pursuant to CR 23(b)(3), class certification is appropriate here because questions of law or fact common to members of the class predominate over any questions affecting only individual members, and because a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

IV. LIABILITY

A. First Classwide Cause Of Action

- 4.1. Plaintiff restates the allegations set forth in all paragraphs above.
- 4.2. Johnson Control's failure to pay Plaintiff and the class members at the applicable prevailing rates of wage, and at the correct overtime rates, constitutes a violation of Washington law including RCW 39.12.020, RCW 49.46.130, and RCW 49.28.010.
- 4.3. As a result of Johnson Control's actions, Plaintiff and the class members have been damaged in amounts to be proven at trial.

B. Second Classwide Cause of Action

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