

Honorable Judge Richard A. Jones

UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF WASHINGTON

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

Plaintiff,

vs.

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

Defendant.

Case No.: 2:19-cv-00514-RAJ

ANSWERS AND DEFENSES

Defendant Johnson Controls Fire Protection, L.P. (“Defendant”) by and through its attorneys, responds to the Complaint as follows:

**I. PARTIES & JURISDICTION**

1.1. It admits the allegations contained in Paragraph 1.1 of the Complaint.

1.2. It denies the allegations contained in Paragraph 1.2 of the Complaint, except to admit that it is a Delaware limited partnership having its principal place of business in Boca Raton, Florida.

1.3. It admits the allegations contained in Paragraph 1.3 of the Complaint.

1.4. It responds that the allegations contained in Paragraph 1.4 of the Complaint amount to conclusions of law which it is not required to answer, and leaves Plaintiff to his proofs. Defendant denies any remaining allegations in this paragraph.





1 3.5. It denies the allegations contained in Paragraph 3.5 of the Complaint.

2 3.6. It denies the allegations contained in Paragraph 3.6 of the Complaint.

3 3.7. It denies the allegations contained in Paragraph 3.7 of the Complaint.

4 **IV. [ALLEGED] LIABILITY**

5 **A. First Classwide Cause of Action**

6 4.1. It repeats and reiterates each and every response previously given as if set forth  
7 fully herein.

8 4.2. It denies the allegations contained in Paragraph 4.2 of the Complaint, and  
9 specifically denies that it has failed to pay Plaintiff, or others, at required rates.

10 4.3. It denies the allegations contained in Paragraph 4.2 of the Complaint.

11 **B. Second Classwide Cause of Action**

12 4.4. It repeats and reiterates each and every response previously given as if set forth  
13 fully herein.

14 4.5. It denies the allegations contained in Paragraph 4.5 of the Complaint.

15 4.6. It denies the allegations contained in Paragraph 4.6 of the Complaint.

16 **V. PRAYER FOR RELIEF**

17 Plaintiff's Prayer for Relief, including Paragraphs (a) through (f), does not contain any  
18 factual allegations that require a response from Defendant. To the extent that the allegations  
19 contained in Plaintiff's Prayer for Relief section asserts or implies any wrongdoing by Defendant,  
20 or that Plaintiff is entitled to any form of relief, such allegations are expressly denied.

21 **AFFIRMATIVE AND OTHER DEFENSES**

22 Defendant asserts the following affirmative and other defenses, each as a separate and  
23 distinct defense to Plaintiff's alleged causes of action as well as to the entire Complaint. Defendant

1 does not assume the burden of any defense asserted that is adjudged not to be an affirmative  
2 defense.

3 1. The Complaint and each purported cause of action therein, Defendant alleges that  
4 Plaintiffs have failed to state facts sufficient to constitute a cause of action.

5 2. An award of damages to Plaintiff would violate due process because Defendant  
6 lacks fair notice from the State regarding what types of work require the payment of prevailing  
7 wages and what terms govern its payment of prevailing wages.

8 3. Plaintiff's claims are preempted, in whole or in part, by federal law.

9 4. The claims asserted by Plaintiff in the Complaint, and/or on behalf of each member  
10 of the purported class Plaintiff purports to represent, are barred by failure to exhaust administrative  
11 remedies.

12 5. Plaintiff's claims are barred because he has failed to, and cannot, satisfy the  
13 requirements necessary to maintain a class action, including, without limitation: (i) an adequate  
14 class definition; (ii) ascertainability; (iii) numerosity; (iv) commonality; (v) typicality; (vi)  
15 adequacy (both of the proposed representatives and proposed class counsel); and (vii) either that  
16 (a) separate adjudications are inappropriate, (b) declaratory or injunctive relief is appropriate or  
17 (c) predominance of common questions and superiority of class action.

18 6. Defendant acted at all times on the basis of a good faith, reasonable belief that it  
19 was in compliance with law.

20 7. The claims asserted by Plaintiff, and/or on behalf of each member of the purported  
21 class Plaintiff purports to represent, are barred in whole, or in part, by Defendant's good faith  
22 reliance upon its governing contract with the Washington Department of Labor as well as written  
23 guidelines, coverage determinations, interpretations, and rules promulgated by the Washington  
24  
25  
26

1 Department of Labor regarding the application of the Washington Prevailing Wage Act.

2 8. Neither Plaintiff nor any putative class member is entitled to penalties under any  
3 applicable wage and hour laws, because at all relevant times Defendant did not willfully,  
4 knowingly, or intentionally fail to comply with the compensation provisions of the Washington  
5 Prevailing Wage Act or any other applicable wage and hour laws, but rather acted in good faith  
6 and had reasonable grounds for believing that they did not violate those provisions.  
7

8 9. Plaintiff and any putative class members are barred, in whole or in part, from  
9 recovering any damages, or any recovery of damages must be reduced to the extent that any alleged  
10 damages are offset by amounts overpaid to Plaintiff and putative class members during their  
11 employment.

12 10. To the extent Plaintiff or any putative class member is entitled to any damages or  
13 penalties (which is expressly denied), Defendant is entitled, under the equitable doctrines of setoff  
14 and recoupment, to an offset for any overpayment of wages or other consideration previously  
15 provided to those parties.  
16

17 11. Defendant currently has insufficient knowledge or information on which to form a  
18 belief as to whether they may have additional, as yet unstated, defenses available. Defendant  
19 reserves the right to assert additional defenses in the event discovery indicates additional defenses  
20 would be appropriate.  
21

22 WHEREFORE, having fully answered Plaintiff's Complaint and having stated its defenses,  
23 Sodexo respectfully requests the following relief:

24 1. That Plaintiff's Complaint be dismissed with cause and with prejudice, and without  
25 attorneys' fees or costs to Plaintiff;

26 2. That Defendant be awarded its reasonable attorneys' fees and related costs to the

1 extent allowed by statutory or common law; and

2 3. For such other and further relief as the Court deems appropriate.

3  
4  
5 Dated: April 15, 2019

OGLETREE, DEAKINS, NASH, SMOAK & STEWART,  
P.C.

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25 *Attorneys for Defendant Johnson Controls Fire*  
26 *Protection LP*

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that on April 15, 2019, a copy of the foregoing was electronically filed with the Clerk of Court using the Court’s electronic filing system. Notice of this filing will be sent to all parties by operation of the Court’s electronic filing system. Parties may access this filing through the Court’s system.

/s/ Marissa Lock  
Marissa Lock, Practice Assistant

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