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1009

July 29, 2025
CA3721

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Johnson Controls Fire Protection LP
Certified Mail #9589071052700057738052
CT Corporation System
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Matthew Kaufman (“Plaintiff”) and all other Aggrieved Employees of Johnson Controls Fire Protection LP (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Johnson Controls Fire Protection LP in California, including any employees staffed with Johnson Controls Fire Protection LP by a third party, and classified as non-exempt employees during the time period of July 29, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since February of 2015. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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Plaintiff is employed by Defendant as a Field/Service Technician and has worked at various job locations in California, including Ventura County. Throughout Plaintiff's employment and during the PAGA Period, Plaintiff and other Aggrieved Employees are often unable to receive compliant meal breaks and rest breaks, which are regularly interrupted by phone calls regarding work issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees are often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Despite these regularly occurring violations, Plaintiff's wage statements indicate that during the PAGA Period he has not been paid any meal or rest break penalty payments. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated December 27, 2024, showing that in 2024 **NO** meal break premiums were paid and **NO** rest break premiums were paid by Defendant to Plaintiff.

In addition, Plaintiff has worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff is regularly interrupted with work issues during meal breaks and rest breaks which results in unpaid off the clock work. Also, Plaintiff is required to log into an application on his cell phone each day before his shift to find out where he will be working that day but Defendant will not pay him until 45 minutes has passed. In other words, by logging into the application to ascertain his workplace location for the day, Plaintiff has started his workday but is not officially on the clock until 45 minutes has passed, resulting in unpaid wages.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous in this regard as a result of the non-payment and/or underpayment of meal and rest break penalties and the failure to pay for all the off the clock work. Defendant also failed to timely provide Plaintiff and other Aggrieved Employees with their wages by paying them wages in a pay period that were earned in prior pay periods, and well after thirty days had passed. See **Exhibit #2** which is a true and correct copy of Plaintiff's wage statement for the time period April 6, 2025 through April 12, 2025 (**"The following earnings from prior pay periods are being paid in this period and included in the Earnings on page 1 (bolded lines)."**)

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example, the wage statements fail to identify the correct number of hours worked since Defendant

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fails to record the time Plaintiff spends working during meal breaks & rest breaks and the 45 minutes after Plaintiff logs into his application to find out his work location for the day.

In addition, Defendant fails to include all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, Plaintiff received a non-discretionary \$50 commission payment during the pay period April 6, 2025 through April 12, 2025 and, during that same pay period, Plaintiff worked overtime, but the commission payment was not included in Plaintiff's regular rate for purposes of calculating his correct overtime rate during that pay period. Plaintiff was underpaid overtime as a result. See **Exhibit #2**. Similarly, during the pay period December 22, 2024 through January 4, 2025, Plaintiff received \$245 of "On Call" pay but this payment was not included in Plaintiff's regular rate for purposes of calculating his correct overtime during that pay period. Attached as **Exhibit #3** are true and correct copies of Plaintiff's wage statements for the time period December 22, 2024 through January 4, 2025. Again, Plaintiff was underpaid overtime as a result. See also **Exhibit #4** which is a true and correct copy of Plaintiff's wage statement for the time period March 16, 2025 through March 22, 2025 where a commission payment referred to as "C - (TechRepC)" is not included in the regular rate during a pay period where Plaintiff earned overtime. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, as set forth above, Plaintiff was required to log into an application on his cell phone to find out where he would be working that day and also received communications on his cell phone on a regular basis regarding work-related issues. Plaintiff was not reimbursed the reasonable expenses he incurred using his cell phone for Defendant's benefit.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to commissions and "On Call" payments from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously

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prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.