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ELECTRONICALLY FILED
Superior Court of California
County of Ventura
10/08/2025
K. Bieker
Executive Officer and Clerk
By: ____________ Deputy Clerk
Maryssa Padilla

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

MATTHEW KAUFMAN, on behalf of the State of California, as a private attorney general, Plaintiff, vs. JOHNSON CONTROLS FIRE PROTECTION LP, a Limited Partnership; and DOES 1 through 50, inclusive, Defendants.	Case No. 2025CUOE052363 **REPRESENTATIVE ACTION COMPLAINT FOR:** 1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 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 the applicable Wage Order(s).

Plaintiff Matthew Kaufman ("PLAINTIFF"), on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings this action against defendant Johnson Controls Fire Protection LP (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699.

2. California has enacted the PAGA which permits PLAINTIFF to bring an action for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

4. PLAINTIFF is not suing in his individual capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

THE PARTIES

5. Johnson Controls Fire Protection LP ("DEFENDANT") is a limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT is a global company that provides a wide range of fire protection solutions, including fire detection, suppression, and life safety services. They offer fire alarm systems, sprinkler systems, fire extinguishers, gas suppression systems, and more.

7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's employment with DEFENDANT started in February of 2015. PLAINTIFF has been at all times 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.

8. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 29, 2024 until a date as determined by the Court (the "PAGA PERIOD").

9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 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 the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when

they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual

recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

13. State law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

14. The second component of PLAINTIFF's and the AGGRIEVED EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

15. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states

PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

17. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

20. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular wage payments.

21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of pay.

22. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt

employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

25. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs

related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFF and Against All Defendants)

28. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

29. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA

claims cannot be subject to arbitration.

30. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 29, 2024 until a date as determined by the Court (the "PAGA PERIOD").

31. On July 29, 2025, PLAINTIFF gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See* **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

32. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 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 the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such

conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: October 8, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

[1]Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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WRITERS E-MAIL: **rico@bamlawca.com**

WRITERS EXT: 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 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 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.

EXHIBIT 1

Co 000000-000000
41A

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Earnings Statement

Employee ID	1941214
	Page 001 of 002
Period Beg/End:	12/15/2024 - 12/21/2024
Advice Date:	12/27/2024
Advice Number:	0006762525
Batch Number:	122324D03052

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular	63.3400	9.50	601.73	75154.91
Vacation FLS				4076.76
C- (TechRepC				274.30
C- (SOS Lead				1685.00
Overtime Str				2798.25
Sick Pay				1538.40
Holiday FLSA				2769.12
Regular	38.4600	30.50	1173.03	0.00
On Call				2435.00
Floating Hol				1538.40
Overtime Pre				1538.22
C- (Commissi				1025.00
Gross Pay			1774.76	94833.36
Medicare			25.57	1366.83
OASDI			109.36	5844.40
CA SDI - CASDI			19.20	1026.23
State Tax - CA			59.85	3350.43
Federal Withholding			122.52	6851.04
Total Taxes			336.50	18438.93
Child Life			0.98	50.96
Cell Personal Use			20.00	240.00
Identity Theft Voluntary			3.34	173.68
Spousal Life After Tax			2.22	115.44
Legal Insurance Voluntary			3.98	207.27
*AD&D US			1.92	99.84
*401K Pre Tax			354.96	18966.86
*Supplemental Life Before Tax			13.96	725.92
*Vision Before Tax			1.45	75.40
*Dental Before Tax			12.28	638.56
Total Deductions			415.09	21293.93

Your Federal taxable wages for this period are: $1,408.86

Other Deductions	This Period	Year-to-Date
Basic LifTax	18.58	966.16
Spousal Life Impu	0.09	4.68
Time Off Summary		**Balance**
USA Sick		0.00
USA Vacation		100.00
Payment Method		**Amount**
Direct Deposit		1023.17

* Excluded from Federal Taxable Wages

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209
1-855-505-8337 HR Atlas Support

Advice Number: **0006762525**

Advice Date: **12/27/2024**

Deposited to the account of		Account Number Transit ABA	Amount
Matthew Robert Kaufman	**DDA**	[redacted]	1023.17

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Period Beg/End: 12/15/2024 - 12/21/2024
Advice Date: 12/27/2024
Advice Number: 0006762525
Batch Number: 122324D03052

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Total Net Pay			1023.17	55100.50
Total Work Hours for Pay Period				40.00

Other Deductions	This Period	Year-to-Date

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,408.86

Johnson Controls

EXHIBIT 2

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Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Earnings Statement

Employee ID	1941214
	Page 001 of 003
Period Beg/End:	04/06/2025 - 04/12/2025
Advice Date:	04/18/2025
Advice Number:	0007319601
Batch Number:	041525DD3051

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular	39.6100	29.25	1158.60	0.00
Overtime Str	39.6100	1.50	59.42	0.00
Overtime Pre	**-23.7000**	**0.50**	**-11.85**	**0.00**
Holiday FLSA				1584.40
Overtime Pre	**23.8000**	**0.50**	**11.90**	**0.00**
Overtime Pre	**-23.8550**	**6.75**	**-161.03**	**0.00**
C- (TechRepC				850.11
Overtime Pre	**23.9450**	**6.75**	**161.63**	**0.00**
Regular	62.0600	2.75	170.67	22350.49
On Call				840.00
Overtime Pre	**-21.0550**	**2.00**	**-42.11**	**0.00**
Sick Pay				1584.40
Overtime Pre	**21.1550**	**2.00**	**42.31**	**0.00**
Overtime Pre	**-29.5400**	**1.00**	**-29.54**	**0.00**
Overtime Str	62.0600	1.00	62.06	830.26
C- (Commissi	**0.0000**	**0.00**	**50.00**	**100.00**
Overtime Pre	**29.7400**	**1.00**	**29.74**	**0.00**
Vacation FLS				79.22
Overtime Pre	21.0250	2.50	52.57	442.44
Bereavement				950.64
Gross Pay			1554.37	29611.96
CA SDI - CASDI			17.91	349.43
OASDI			94.95	1824.60
Medicare			22.21	426.72
Federal Withholding			99.34	2210.52
State Tax - CA			39.46	1141.21
Total Taxes			273.87	5952.48
Child Life			1.96	15.68
Identity Theft Voluntary			3.34	50.10
Spousal Life After Tax			4.44	35.52

Your Federal taxable wages for this period are: $1,201.27

Other Deductions	This Period	Year-to-Date
Basic LifTax	19.27	308.32
Spousal Life Impu	0.09	1.44
Time Off Summary		**Balance**
USA Sick		0.00
USA Vacation		151.36
Payment Method		**Amount**
Direct Deposit		894.32

* Excluded from Federal Taxable Wages

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209
1-855-505-8337 HR Atlas Support

Advice Number: **0007319601**
Advice Date: **04/18/2025**

Deposited to the account of		Account Number Transit ABA	Amount
Matthew Robert Kaufman	**DDA**	[redacted]	894.32

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Period Beg/End:	04/06/2025 - 04/12/2025
Advice Date:	04/18/2025
Advice Number:	0007319601
Batch Number:	041525DD3051

Matthew Robert Kaufman

[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Cell Personal Use				60.00
Legal Insurance Voluntary			3.98	59.74
*Supplemental Life Before Tax			30.16	241.28
*401K Pre Tax			310.88	5532.59
*Vision Before Tax			2.90	23.20
*Dental Before Tax			24.56	196.48
*AD&D US			3.96	31.68
Total Deductions			386.18	6246.27
Total Net Pay			894.32	17413.21
Total Work Hours for Pay Period				34.50

Other Deductions	This Period	Year-to-Date

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,201.27

Johnson Controls

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Period Beg/End: 04/06/2025 - 04/12/2025
Advice Date: 04/18/2025
Advice Number: 0007319601
Batch Number: 041525DD3051

Matthew Robert Kaufman

[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date

Other Deductions	This Period	Year-to-Date

The following earnings from prior pay periods are being paid in this period and included in the Earnings on page 1 (bolded lines).

Earnings	Pay Period	Rate	Hours	Current
Overtime Pre	03/02/25-03/08/25	-23.7000	0.50	-11.85
Overtime Pre	03/02/25-03/08/25	23.8000	0.50	11.90
Overtime Pre	02/23/25-03/01/25	-23.8550	6.75	-161.03
Overtime Pre	02/23/25-03/01/25	23.9450	6.75	161.63
Overtime Pre	03/23/25-03/29/25	-21.0550	2.00	-42.11
Overtime Pre	03/23/25-03/29/25	21.1550	2.00	42.31
Overtime Pre	03/16/25-03/22/25	-29.5400	1.00	-29.54
C- (Commissi	03/01/25-03/31/25	0.0000	0.00	50.00
Overtime Pre	03/16/25-03/22/25	29.7400	1.00	29.74

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,201.27

Johnson Controls

EXHIBIT 3

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Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Earnings Statement

Employee ID	1941214
	Page 001 of 001
Period Beg/End:	12/22/2024 - 12/28/2024
Advice Date:	01/03/2025
Advice Number:	0006789144
Batch Number:	123024GV4054

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular	63.2500	3.00	189.75	1021.57
On Call	35.0000	5.00	175.00	175.00
Holiday FLSA	39.6100	16.00	633.76	633.76
Overtime Str	39.6100	0.50	19.81	19.81
Overtime Pre	22.8400	0.50	11.42	11.42
Regular	39.6100	21.00	831.82	0.00
Gross Pay			1861.56	1861.56
Federal Withholding			128.70	128.70
State Tax - CA			63.99	63.99
OASDI			114.71	114.71
Medicare			26.83	26.83
CA SDI - CASDI			21.97	21.97
Total Taxes			356.20	356.20
Child Life			0.98	0.98
Identity Theft Voluntary			3.34	3.34
Spousal Life After Tax			2.22	2.22
Legal Insurance Voluntary			3.98	3.98
*401K Pre Tax			372.32	372.32
*AD&D US			1.98	1.98
*Supplemental Life Before Tax			15.08	15.08
*Dental Before Tax			12.28	12.28
*Vision Before Tax			1.45	1.45
Total Deductions			413.63	413.63
Total Net Pay			1091.73	1091.73
Total Work Hours for Pay Period				24.50

Other Deductions	This Period	Year-to-Date
Basic LifTax	19.27	19.27
Spousal Life Impu	0.09	0.09
Time Off Summary		**Balance**
USA Sick		0.00
USA Vacation		100.00
Payment Method		**Amount**
Direct Deposit		1091.73

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,477.81

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209
1-855-505-8337 HR Atlas Support

Advice Number: **0006789144**
Advice Date: **01/03/2025**

Deposited to the account of		Account Number Transit ABA	Amount
Matthew Robert Kaufman	**DDA**	[redacted]	1091.73

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Employee ID	1941214
	Page 001 of 001
Period Beg/End:	12/29/2024 - 01/04/2025
Advice Date:	01/10/2025
Advice Number:	0006839978
Batch Number:	010725BX1053

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular	39.6100	16.00	633.76	0.00
Holiday FLSA	39.6100	16.00	633.76	1267.52
Regular	63.2500	8.00	506.00	2161.33
On Call	35.0000	2.00	70.00	245.00
Overtime Pre	23.0700	1.50	34.61	46.03
Overtime Str	63.2500	0.50	31.63	91.05
Overtime Str	39.6100	1.00	39.61	0.00
Gross Pay			1949.37	3810.93
State Tax - CA			111.06	175.05
CA SDI - CASDI			23.02	44.99
Medicare			28.10	54.93
OASDI			120.15	234.86
Federal Withholding			183.92	312.62
Total Taxes			466.25	822.45
Spousal Life After Tax			2.22	4.44
Child Life			0.98	1.96
Legal Insurance Voluntary			3.98	7.96
Identity Theft Voluntary			3.34	6.68
*Vision Before Tax			1.45	2.90
*AD&D US			1.98	3.96
*Supplemental Life Before Tax			15.08	30.16
*Dental Before Tax			12.28	24.56
*401K Pre Tax				372.32
Total Deductions			41.31	454.94
Total Net Pay			1441.81	2533.54
Total Work Hours for Pay Period				25.50

Other Deductions	This Period	Year-to-Date
Spousal Life Impu	0.09	0.18
Basic LifTax	19.27	38.54
Time Off Summary		**Balance**
USA Sick		40.00
USA Vacation		113.34
Payment Method		**Amount**
Direct Deposit		1441.81

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,937.94

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209
1-855-505-8337 HR Atlas Support

Advice Number: **0006839978**
Advice Date: **01/10/2025**

Deposited to the account of		Account Number	Transit ABA	Amount
Matthew Robert Kaufman	**DDA**	[redacted]		**1441.81**

EXHIBIT 4

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Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Earnings Statement

Employee ID	1941214
	Page 001 of 003
Period Beg/End:	03/16/2025 - 03/22/2025
Advice Date:	03/28/2025
Advice Number:	0007229688
Batch Number:	032525FB6053

Matthew Robert Kaufman
[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Overtime Str	66.2400	1.00	66.24	629.56
Sick Pay	39.6100	20.00	792.20	1584.40
Holiday FLSA				1584.40
Regular	39.6100	5.00	198.05	0.00
Overtime Pre	**-23.0450**	**6.75**	**-155.56**	**0.00**
Overtime Pre	**23.8550**	**6.75**	**161.03**	**0.00**
Regular	64.6000	10.50	678.30	0.00
Overtime Pre	29.5400	1.00	29.54	346.71
Overtime Pre	**-27.5100**	**0.50**	**-13.76**	**0.00**
Bereavement				950.64
Overtime Pre	**28.4450**	**0.50**	**14.23**	**0.00**
C- (TechRepC	**0.0000**	**0.00**	**378.45**	**850.11**
Overtime Pre	**-24.7700**	**1.00**	**-24.77**	**0.00**
On Call				735.00
Overtime Pre	**25.7900**	**1.00**	**25.79**	**0.00**
Vacation FLS				79.22
Regular	66.2400	4.50	298.08	19436.82
C- (Commissi				50.00
Gross Pay			2447.82	26246.86
Medicare			35.32	378.42
Federal Withholding			214.85	1987.36
State Tax - CA			111.97	1041.53
OASDI			151.05	1618.09
CA SDI - CASDI			29.01	310.16
Total Taxes			542.20	5335.56
Spousal Life After Tax			2.22	28.86
Cell Personal Use			20.00	60.00
Legal Insurance Voluntary			3.98	51.78
Child Life			0.98	12.74
Identity Theft Voluntary			3.34	43.42

Your Federal taxable wages for this period are: $1,946.82

Other Deductions	This Period	Year-to-Date
Basic LifTax	19.27	250.51
Spousal Life Impu	0.09	1.17
Time Off Summary		**Balance**
USA Sick		0.00
USA Vacation		138.02
Payment Method		**Amount**
Direct Deposit		1354.74

* Excluded from Federal Taxable Wages

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209
1-855-505-8337 HR Atlas Support

Advice Number: **0007229688**
Advice Date: **03/28/2025**

Deposited to the account of		Account Number Transit ABA	Amount
Matthew Robert Kaufman	**DDA**	[redacted]	1354.74

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Period Beg/End: 03/16/2025 - 03/22/2025
Advice Date: 03/28/2025
Advice Number: 0007229688
Batch Number: 032525FB6053

Matthew Robert Kaufman

[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
*401K Pre Tax			489.57	4859.56
*AD&D US			1.98	25.74
*Vision Before Tax			1.45	18.85
*Dental Before Tax			12.28	159.64
*Supplemental Life Before Tax			15.08	196.04
Total Deductions			550.88	5456.63
Total Net Pay			1354.74	15454.67
Total Work Hours for Pay Period				21.00

Other Deductions	This Period	Year-to-Date

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,946.82

Johnson Controls

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Earnings Statement

Johnson Controls

Johnson Controls Fire Protection LP
5757 N Green Bay Avenue
Milwaukee, WI 53209

[redacted]

Period Beg/End:	03/16/2025 - 03/22/2025
Advice Date:	03/28/2025
Advice Number:	0007229688
Batch Number:	032525FB6053

Matthew Robert Kaufman

[redacted]

For inquiries on this statement please call: 855-505-8337

Basis of Pay: Exception
Pay Rate: 39.61

Earnings	Rate	Hours/ Units	This Period	Year-to-Date

Other Deductions	This Period	Year-to-Date

The following earnings from prior pay periods are being paid in this period and included in the Earnings on page 1 (bolded lines).

Earnings	Pay Period	Rate	Hours	Current
Overtime Pre	02/23/25-03/01/25	-23.0450	6.75	-155.56
Overtime Pre	02/23/25-03/01/25	23.8550	6.75	161.03
Overtime Pre	02/02/25-02/08/25	-27.5100	0.50	-13.76
Overtime Pre	02/02/25-02/08/25	28.4450	0.50	14.23
C- (TechRepC	02/01/25-02/28/25	0.0000	0.00	378.45
Overtime Pre	01/26/25-02/01/25	-24.7700	1.00	-24.77
Overtime Pre	01/26/25-02/01/25	25.7900	1.00	25.79

* Excluded from Federal Taxable Wages

Your Federal taxable wages for this period are: $1,946.82

Johnson Controls