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January 31, 2025

VIA ONLINE ELECTRONIC SUBMISSION

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102
SUBMITTED ONLINE

CAL/OSHA Enforcement Branch
320 West 4th Street, Room 820
Los Angeles, CA 90013
DOSHLA@dir.ca.gov
SUBMITTED VIA E-MAIL

Re: Pursuant to California Labor Code § 2699.3 re Inter-Con Security Systems, Inc.

Pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”), Cal. Labor Code sections 2698, *et seq.*, Mr. Kwesi Bakari Hill provides this notice on behalf of himself and other aggrieved employees in the State of California to the Labor and Workforce Development Agency (“**LWDA**”), Division of Occupational Safety and Health (CalOSHA) and Inter-Con Security Systems, Inc. (“**Inter-Con**”) of Labor Code and Industrial Welfare Commission (“**IWC**”) Wage Order violations committed by Inter-Con and personally experienced by Mr. Hill. Please allow this letter to serve as a notice and a request pursuant to Section 2699.3 of the California Labor Code that your agencies investigate the claims described below. If the agencies do not intend to investigate the alleged violations, we ask that you please notify us of that fact. If your agencies decide not to investigate the below-described claims, Mr. Hill intends to pursue civil penalties and injunctive relief through a court action and/or in arbitration, on behalf of himself and the other aggrieved employees against whom Labor Code and Wage Order violations were committed by Inter-Con.

Introduction

Inter-Con is headquartered in Los Angeles, California. Mr. Hill works for Inter-Con as a security guard from approximately September 2024, in Los Angeles, California. During that entire time, Mr. Hill was under Inter-Con’s control in accordance with strict guidelines.

Unless the agencies decide to investigate and issue citations for Inter-Con’s numerous Labor Code and Wage Order violations, Mr. Hill intends to bring a representative action in court and/or in arbitration seeking civil penalties for violations of the Labor Code that are recoverable under PAGA on behalf of the State of California and all other aggrieved employees. The aggrieved employees on whose behalf Mr. Hill will file a PAGA civil action include All current and former individuals who worked for Inter-Con in California as hourly-paid or non-exempt employees.

As set forth below, Inter-Con has violated and/or continues to violate, among other provisions of the California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 1194, 1997, 1997.1, 1198, 2802, 6300, 6301, 6311, 6400, 6401, 6402, 6403, 6401.7, 6404, 6406, 6423, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, 6433, and IWC Wage Orders, including inter alia, Wage Order No. 4, and Mr. Hill has personally experienced each of these violations.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a); Wage Order No. 4. A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a); Wage Order No. 4. Further, an employer must provide an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7; Wage Order No. 4. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Inter-Con failed to provide Mr. Hill or the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length, free from employer control. Inter-Con also failed to compensate Mr. Hill and the other aggrieved employees properly for the non-compliant meal and rest periods including, inter alia, missed, short, late, and/or interrupted meal and rest periods. Inter-Con also failed to pay all premium wages for the many meals and rest breaks that Mr. Hill and the aggrieved employees were deprived of. Indeed, Inter-Con did not provide any meal or rest breaks or premium compensation for missed breaks to Mr. Hill or other aggrieved employees.

Failure to Pay Minimum Wages and Failure to Pay Overtime Wages

Inter-Con violated California Labor Code sections 1194, 1197, and 1197.1 and Wage Order No. 4 by failing to pay Mr. Hill and other aggrieved employees at least minimum wages for all hours worked. Mr. Hill and other aggrieved employees were required or knowingly permitted to perform work "off-the-clock," uncompensated, by, for example, requiring Mr. Hill and the Aggrieved Employees to perform during unpaid meal breaks, and after clocking-out for the day. By failing to pay Mr. Hill and other aggrieved employees any wages for their time spent performing work duties for Inter-Con, Inter-Con violated Labor Code sections 1194, 1197, and 1197.1 and Wage Order No. 4, which require employers to pay at least the legal minimum wage to their employees.

California Labor Code section 510 and Wage Order No. 4 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Hill and other aggrieved employees worked over 8 hours in a day and/or 40 hours in a week without overtime compensation because Inter-Con failed to pay them for their work duties, as described above. On occasions when Mr. Hill and other aggrieved employees had already worked eight hours in one day, Inter-Con failed to pay them all overtime compensation due. Therefore, Mr. Hill and the other aggrieved employees were entitled

to receive overtime compensation from Inter-Con that Inter-Con failed to pay, violating Labor Code section 510 and Wage Order No. 4.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor more than the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant period, Inter-Con failed to pay Mr. Hill and other aggrieved employees all wages due to them, including minimum wages, overtime wages, meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant period, Inter-Con failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid to Mr. Hill and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) and Wage Order No. 4 require an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Inter-Con failed to provide compliant wage statements to Mr. Hill and other aggrieved employees, despite being required to do so. Accordingly, Inter-Con is subject to civil penalties under Labor Code section 226.3.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 and Wage Order No. 4 require employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant period, Mr. Hill and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Inter-Con. These costs include, but are not limited to, costs related to use of personal phones. Indeed, Mr. Hill and the other aggrieved employees absorbed all the costs at their own expense and without

reimbursement by Inter-Con. Mr. Hill and the aggrieved employees are entitled to reimbursement for all such expenses.

Failure to Furnish Safe and Healthful Employment or Place of Employment

Division 5 of the Labor Code (sections 6300 *et seq.*) requires employers to furnish and assure safe and healthful employment, place of employment, and working conditions. During the relevant period, Mr. Hill and other aggrieved employees suffered safety violations while working for Inter-Con, as Inter-Con failed to, among other things, (1) adopt and use practices, means, methods, operations, and processes that are reasonably adequate to render such employment and place of employment safe and healthful, and (2) have an adequate process to address and report incidents when they occur. For example, security guards are not provided with protective equipment necessary to safely perform their work and/or protect themselves from attacks, assaults, etc. such as pepper spray, a weapon, taser or other such equipment. Not only are the security guards not provided with this protective equipment, but they are prohibited from providing it themselves. Moreover, security guards are not provided with any adequate way to contact Inter-Con when incidents or safety issues arise. Accordingly, Inter-Con is subject to civil penalties under Division 5 of the Labor Code.

* * *

Inter-Con has violated, caused to be violated, or is currently violating, numerous provisions of the California Labor Code, as described above. Mr. Hill respectfully requests that the agency investigate the above allegations, and, in any event, provide notice regarding its intent to investigate pursuant to Labor Code section 2699.3. If the agencies do not intend to investigate the alleged violations, Mr. Hill respectfully requests a letter confirming the same so that we may bring a civil action seeking civil penalties and injunctive relief under PAGA against Inter-Con for the violations described in this letter. Please know that we intend to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office decline to investigate, or investigate but decline to issue citations, within the time frames set out in Labor Code sections 2699.3 and 6309. Should you require anything further or have questions, please do not hesitate to contact me. Thank you for your consideration.

Respectfully Submitted,

CLARKSON LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read "Christina M. Le".

Christina M. Le, Esq.

Via certified mail with return receipt:

Inter-Con Security Systems, Inc.
210 S. De Lacey Ave.
Pasadena, CA 91105

Inter-Con Security Systems, Inc.
c/o Paracorp Incorporated
2804 Gateway Oaks Drive
Sacramento, CA 95833