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*Attorneys for Plaintiff and the Putative Class***FILED**Superior Court of California
County of Los Angeles

06/06/2025

David W. Stryba, Executive Officer / Clerk of Court

By: R. Lozano Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**KWESI BAKARI HILL, individually, and on
behalf of all others similarly situated, the State of
California, and other aggrieved persons,*Plaintiff,*

v.

INTER-CON SECURITY SYSTEMS, INC., a
corporation; and DOES 1 through 10, inclusive,*Defendants.*

Case No.: 25STCV02584

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
6. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
8. Failure to Furnish Safe and Healthful Employment or Place of Employment (Labor Code §§ 6300 *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff KWESI BAKARI HILL (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant INTER-CON SECURITY SYSTEMS,
6 INC. and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for
8 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to furnish accurate wage statements, and failure
10 to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Seventh Causes of Action individually and as a
12 class action on behalf of himself and certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
16 period applicable to the claims pleaded here.

17 3. Plaintiff brings the Eighth and Ninth Causes of Action as a representative action
18 under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are
19 owed to Plaintiff, the State of California, and past and present non-exempt employees by
20 Defendants in the State of California during the statute of limitations period for his PAGA claim
21 (hereinafter referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including Los Angeles County. As such, and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
25 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
26 (“IWC”), and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendants maintained
28 a systematic, company-wide policy and practice of:

- 1 (a) Failing to pay employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor
3 Code and IWC Wage Orders;
- 4 (b) Failing to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failing
6 to maintain accurate records of all meal periods taken or missed, and failing
7 to pay an additional hour's pay for each workday a meal period violation
8 occurred;
- 9 (c) Failing to authorize and permit employees to take timely and duty-free rest
10 periods in compliance with the California Labor Code and IWC Wage
11 Orders, and failing to pay an additional hour's pay for each workday a rest
12 period violation occurred;
- 13 (d) Failing to provide employees with accurate, itemized wage statements
14 containing all the information required by the California Labor Code and
15 IWC Wage Orders; and
- 16 (e) Failing to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment.

18 6. On information and belief, Defendants, and each of them were on actual and
19 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
20 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
21 willful and deliberate.

22 7. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees.
25 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
26 herein under the doctrine of "respondeat superior."

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28 ///

1 **THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff KWESI BAKARI HILL is a resident of Los Angeles County, California
4 who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt
5 employee from approximately September 2024.

6 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
8 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 10. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that Defendant INTER-CON SECURITY SYSTEMS, INC. is, and at all times herein
12 mentioned, was:

13 (a) A business entity qualified to do business and actually conducting business
14 in numerous counties throughout the State of California, including in Los
15 Angeles County; and,

16 (b) The current employer of Plaintiff, the current and/or former employer of the
17 putative Class, and the Aggrieved Employees because Defendant INTER-
18 CON SECURITY SYSTEMS, INC. suffered and permitted Plaintiff, the
19 Class, and the Aggrieved Employees to work, and/or controlled their wages,
20 hours, or working conditions.

21 11. Plaintiff does not know the true names or capacities of the persons or entities sued
22 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
23 of the Doe Defendants was in some manner legally responsible for the damages suffered by
24 Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this
25 complaint to set forth the true names and capacities of these Defendants when they have been
26 ascertained, together with appropriate charging allegations, as may be necessary.

27 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
28 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
2 of California.

3 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
4 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, the other
5 employees described in the class definitions below, and the Aggrieved Employees, and exercised
6 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
7 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
8 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
9 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
10 engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such
11 other relationships to some or all of the other Defendants so as to be liable for their conduct with
12 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that
13 each Defendant acted pursuant to and within the scope of the relationships alleged above, that each
14 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
15 controlled, aided and abetted the conduct of all other Defendants.

16 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 14. Plaintiff has worked for Defendants in Los Angeles County, California as an hourly-
18 paid, non-exempt employee from approximately September 2024 to present. During Plaintiff's
19 employment for Defendants, Defendants paid Plaintiff an hourly wage and classified him as non-
20 exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a
21 workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in
22 a workday and/or more than forty (40) hours in a workweek.

23 15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
24 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
25 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to furnish
26 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
27 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

28 16. Throughout the statutory period, Defendants maintained a policy and practice of not

1 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
2 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
3 Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring
4 Plaintiff, the Class, and the Aggrieved Employees to perform work during unpaid meal breaks, and
5 after clocking-out for the day. Some of this unpaid work should have been paid at the overtime
6 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of
7 the hours Plaintiff, the Class, and the Aggrieved Employees worked.

8 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
9 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
10 regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in
11 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
12 meal period for every five hours of work, or without compensating Plaintiff, the Class, and the
13 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work
14 or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, the Class,
15 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
16 which could not be completed without working in lieu of taking mandatory meal periods, or by
17 denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period.
18 Accordingly, Defendants’ policy and practice was not to provide meal periods to Plaintiff, the
19 Class, and the Aggrieved Employees in compliance with California law.

20 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
21 and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods.
22 Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to work in excess
23 of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
24 minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four
25 hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest periods
26 that were not authorized or permitted. Instead, Defendants continued to assert control over
27 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
28 to perform work tasks which could not be completed without working in lieu of taking mandatory

1 rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
2 rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff,
3 the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

4 19. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
5 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
6 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours
7 worked, correct wages for meal periods that were not provided in accordance with California law,
8 and correct wages for rest periods that were not authorized and permitted to take in accordance
9 with California law). As a result of these violations of California Labor Code § 226(a), the
10 Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- 11 (a) the violations led them to believe that they were not entitled to be paid
12 minimum, straight time, overtime, meal period premium, and rest period
13 premium wages, even though they were entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 straight time, overtime, meal period premium, and rest period premium
16 wages, even though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid minimum,
18 straight time, overtime, meal period premium, and rest period premium
19 wages at the correct California rate even though they were entitled;
- 20 (d) the violations led them to believe they had been paid minimum, straight time,
21 overtime, meal period premium, and rest period premium wages at the
22 correct California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 straight time, overtime, meal period premium, and rest period premium
25 wages owed to them;
- 26 (f) in connection with their employment before and during this action, and in
27 connection with prosecuting this action, the violations caused them to have
28 to perform mathematical computations to determine the amounts of wages

1 owed to them, computations they would not have to make if the wage
2 statements contained the required accurate information;

3 (g) by understating the wages truly due to them, the violations caused them to
4 lose entitlement and/or accrual of the full amount of Social Security,
5 disability, unemployment, and other governmental benefits;

6 (h) the wage statements inaccurately understated the wages, hours, and wage
7 rates to which Plaintiff, the Class, and the Aggrieved Employees were
8 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
9 less than the wages and wage rates to which they were entitled.

10 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e)
11 and injunctive relief under California Labor Code § 226(h).

12 20. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
13 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
14 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
15 pocket for necessary employment-related expenses, including, without limitation, use of personal
16 cell phones.

17 21. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
18 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
19 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

20 **CLASS ACTION ALLEGATIONS**

21 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other
22 persons similarly situated, and thus, seeks class certification under California Code of Civil
23 Procedure § 382.

24 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
25 authorized by California law.

26 24. The proposed Class consists of and is defined as:

27 All persons who worked for any Defendants in California as an hourly-paid or
28 non-exempt employee at any time during the period beginning four years before

1 the filing of the initial complaint in this action and ending when notice to the
2 Class is sent.

25. At all material times, Plaintiff was a member of the Class.

3 26. Plaintiff undertook this concerted activity to improve the wages and working
4 conditions of all Class Members.

5 27. There is a well-defined community of interest in the litigation and the Class is
6 readily ascertainable:

7 (a) Numerosity: The members of the Class (and each subclass, if any) are so
8 numerous that joinder of all members would be unfeasible and impractical.
9 The membership of the entire Class is unknown to Plaintiff at this time;
10 however, the Class is estimated to be greater than forty (40) individuals and
11 the identity of such membership is readily ascertainable by inspection of
12 Defendants' records.

13 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
14 the interests of each Class Member with whom there is a shared, well-
15 defined community of interest, and Plaintiff's claims (or defenses, if any)
16 are typical of all Class Members' claims as demonstrated herein.

17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
18 the interests of each Class Member with whom there is a shared, well-
19 defined community of interest and typicality of claims, as demonstrated
20 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
21 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
22 rules governing class action discovery, certification, and settlement.
23 Plaintiff has incurred, and throughout the duration of this action, will
24 continue to incur costs and attorneys' fees that have been, are, and will be
25 necessarily expended for the prosecution of this action for the substantial
26 benefit of each class member.

27 (d) Superiority: A Class Action is superior to other available methods for the
28

1 fair and efficient adjudication of the controversy, including consideration of:

- 2 1) The interests of the members of the Class in individually controlling
- 3 the prosecution or defense of separate actions;
- 4 2) The extent and nature of any litigation concerning the controversy
- 5 already commenced by or against members of the Class;
- 6 3) The desirability or undesirability of concentrating the litigation of the
- 7 claims in the particular forum; and,
- 8 4) The difficulties likely to be encountered in the management of a class
- 9 action.

10 (e) Public Policy Considerations: The public policy of the State of California is
11 to resolve the California Labor Code claims of many employees through a
12 class action. Indeed, current employees are often afraid to assert their rights
13 out of fear of direct or indirect retaliation. Former employees are also fearful
14 of bringing actions because they believe their former employers might
15 damage their future endeavors through negative references and/or other
16 means. Class actions provide the class members who are not named in the
17 complaint with a type of anonymity that allows for the vindication of their
18 rights at the same time as their privacy is protected.

19 28. There are common questions of law and fact as to the Class (and each subclass, if
20 any) that predominate over questions affecting only individual members, including without
21 limitation, whether, as alleged herein, Defendants have:

- 22 (a) Failed to pay Class Members for all hours worked, including minimum,
- 23 straight time, and overtime wages;
- 24 (b) Failed to provide meal periods and pay meal period premium wages to Class
- 25 Members;
- 26 (c) Failed to authorize and permit rest periods and pay rest period premium
- 27 wages to Class Members;
- 28 (d) Failed to provide Class Members with accurate wage statements;

- (e) Failed to indemnify Class Members for expenditures; and,
- (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not

1 limited to the potential for exhausting the funds available from those
2 parties who are, or may be, responsible Defendants; and,

3 (g) Defendants have acted or refused to act on grounds generally applicable to
4 the Class, thereby making final injunctive relief appropriate with respect to
5 the class as a whole.

6 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of
7 the Class that would set forth the subject and nature of the instant action. The Defendants' own
8 business records may be utilized for assistance in the preparation and issuance of the contemplated
9 notices. To the extent that any further notices may be required, Plaintiff contemplates the use of
10 additional techniques and forms commonly used in class actions, such as published notice, e-mail
11 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
12 Class and deemed necessary and/or appropriate by the Court.

13 **FIRST CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
15 **Hours Worked)**

16 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

18 32. "Hours worked" is the time during which an employee is subject to the control of
19 an employer, and includes all the time the employee is suffered or permitted to work, whether or
20 not required to do so.

21 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
22 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
23 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
24 of California Labor Code § 1194, and any additional applicable Wage Orders, which require such
25 compensation to non-exempt employees.

26 34. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
27 time wages for all non-overtime hours worked for Defendants.

28 35. By and through the conduct described above, Plaintiff and the Class have been

1 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

2 36. By virtue of the Defendants' unlawful failure to pay additional compensation to
3 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
4 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
5 and the Class and which will be ascertained according to proof at trial.

6 37. By failing to keep adequate time records required by California Labor Code §
7 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
8 compensation due Plaintiff and the Class.

9 38. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
10 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

11 39. California Labor Code § 204 requires employers to provide employees with all
12 wages due and payable twice a month. Throughout the statute of limitations period applicable to
13 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
14 by law, including minimum and straight time wages. However, during all such times, Defendants
15 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
16 pay those wages twice a month.

17 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
18 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
19 Code §§ 218.5, 218.6, and 1194(a).

20 **SECOND CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Pay Overtime Wages)**

22 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
23 1 through 21 in this Complaint.

24 42. California Labor Code § 510 provides that employees in California shall not be
25 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
26 receive additional compensation beyond their regular wages in amounts specified by law.

27 43. California Labor Code §§ 1194 and 1198 provide that employees in California shall
28 not be employed more than eight hours in any workday unless they receive additional

1 compensation beyond their regular wages in amounts specified by law. Additionally, California
2 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
3 by the IWC is unlawful.

4 44. At all times relevant hereto, Plaintiff and the Class have worked more than eight
5 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

6 45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
7 overtime compensation for the hours they have worked in excess of the maximum hours
8 permissible by law as required by California Labor Code §§ 510 and 1198.

9 46. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
11 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
12 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
13 according to proof at trial.

14 47. By failing to keep adequate time records required by Labor Code § 1174(d),
15 Defendants have made it difficult to calculate the full extent of overtime compensation due to
16 Plaintiff and the Class.

17 48. Plaintiff and the Class also request recovery of overtime compensation according to
18 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
19 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
20 Labor Code and/or other statutes.

21 49. California Labor Code § 204 requires employers to provide employees with all
22 wages due and payable twice a month. The Wage Orders also provide that every employer shall
23 pay to each employee, on the established payday for the period involved, overtime wages for all
24 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
25 with all compensation due, in violation of California Labor Code § 204.

26 **THIRD CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Provide Meal Periods)**

28 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs

1 through 21 in this Complaint.

51. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

53. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

55. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself

1 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
2 an employer to require any employee to work during any rest period mandated under any Wage
3 Order.

4 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
5 Class to take rest breaks, regardless of whether employees worked more than four hours in a
6 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
7 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
8 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
9 § 226.7 and the applicable Wage Orders.

10 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
11 premium wages rate for each workday he or she was not provided with all required rest break(s),
12 plus interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant**
15 **Wage Records)**

16 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

18 59. At all material times set forth herein, California Labor Code § 226(a) provides that
19 every employer shall furnish each of his or her employees an accurate itemized wage statement in
20 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
21 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
22 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
23 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
24 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
25 and the last four digits of his or her social security number or an employee identification number
26 other than a social security number, (8) the name and address of the legal entity that is the
27 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

60. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

61. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

62. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

63. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

64. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

65. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

67. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

68. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

69. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

70. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

SEVENTH CAUSE OF ACTION

**(Against All Defendants for Violation of California Business & Professions Code §§ 17200,
et seq.)**

71. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

72. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

73. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

74. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

75. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Pay Minimum and Straight Time Wages**

2 76. Defendants' failure to pay minimum and straight time wages, and other benefits in
3 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
4 California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Overtime Wages**

6 77. Defendants' failure to pay overtime compensation and other benefits in violation of
7 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
8 prohibited by California Business & Professions Code §§ 17200, *et seq.*

9 **Failure to Provide Meal Periods**

10 78. Defendants' failure to provide meal periods in accordance with California Labor
11 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
12 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Authorize and Permit Rest Periods**

14 79. Defendants' failure to authorize and permit rest periods in accordance with
15 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

17 **Failure to Indemnify Business Expenses**

18 80. Defendants' failure to reimburse expenses incurred in accordance with California
19 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
20 California Business & Professions Code §§ 17200, *et seq.*

21 81. By and through their unfair, unlawful and/or fraudulent business practices described
22 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and
23 all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of
24 valuable rights and benefits guaranteed by law, all to their detriment.

25 82. Plaintiff and the Class Members suffered monetary injury as a direct result of
26 Defendants' wrongful conduct.

27 83. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
28 to, and does, seek such relief as may be necessary to disgorge money and/or property which the

1 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
2 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
3 the Class are not obligated to establish individual knowledge of the wrongful practices of
4 Defendants in order to recover restitution.

5 84. Plaintiff, individually, and on behalf of members of the putative class, is further
6 entitled to, and does, seek a declaration that the above-described business practices are unfair,
7 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
8 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
9 in the future.

10 85. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
11 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
12 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
13 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
14 individually, and on behalf of members of the putative Class, has suffered and will continue to
15 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
16 engage in said unfair, unlawful and/or fraudulent business practices.

17 86. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
18 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
19 withholdings.

20 87. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
21 putative Class Members are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years prior to the filing of this complaint; a
23 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
24 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
25 other applicable laws; and an award of costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Furnish Safe and Healthful Employment or Place of**
3 **Employment under Cal. Lab. Code §§ 6300 *et seq.*)**

4 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 21 in this Complaint.

6 89. Division 5 of the Labor Code (sections 6300 *et seq.*) requires employers to furnish
7 and assure safe and healthful employment, place of employment, and working conditions.

8 90. Plaintiff and other Aggrieved Employees suffered safety violations while working
9 for Defendants.

10 91. Plaintiff has submitted a notice to the Division of Occupational Safety and Health
11 (“DOSH”), and DOSH did not issue a citation to Defendants.

12 92. California Labor Code section 6427 imposes a civil penalty on an employer of
13 \$12,471 for each instance of a safety violation.

14 93. California Labor Code section 6428 imposes a civil penalty on an employer of
15 \$25,000 for each instance of a safety violation.

16 94. California Labor Code section 6429 imposes a civil penalty on an employer of
17 \$124,709 for each instance of a safety violation.

18 95. California Labor Code section 6431 imposes a civil penalty on an employer of
19 \$12,471 for each instance of a safety violation.

20 96. California Labor Code section 2699(f) imposes a civil penalty on an employer of
21 \$100 or \$200 for each violation of Division 5 of the Labor Code for those Labor Code sections
22 for which a civil penalty is not specifically provided in the Code section.

23 **NINTH CAUSE OF ACTION**

24 **(Against All Defendants for Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)**

25 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
26 1 through 21 in this Complaint.

27 98. At all times herein mentioned, Defendants were subject to the Labor Code of the
28 State of California and the applicable Industrial Welfare Commission Orders.

1 99. California Labor Code § 2699(a) specifically provides for a private right of action
2 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
3 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
4 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
5 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
6 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
7 former employees pursuant to the procedures specified in Section 2699.3.”

8 100. Plaintiff has exhausted his administrative remedies pursuant to California Labor
9 Code § 2699.3. He gave written notice by online filing to the LWDA and the Division of
10 Occupational Safety and Health, and by certified mail to Defendant of the specific provisions of
11 the Labor Code that Defendant violated against Plaintiff and current and former aggrieved
12 employees, including the facts and theories to support the violations. Plaintiffs also paid the filing
13 fee.

14 101. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code
15 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
16 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
17 described in this Complaint. These penalties include, but are not limited to, penalties under
18 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

19 102. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
20 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees
21 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
22 according to proof at trial. These penalties are in addition to all other remedies permitted by law.
23 In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs pursuant to California
24 Labor Code § 2699(k)(1), which states, “Any employee who prevails in any action shall be entitled
25 to an award of reasonable attorney’s fees and costs.”

26 **PRAYER FOR RELIEF**

27 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
28 class claims, and the Aggrieved Employees, prays for relief and judgment against Defendants,

jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

1 15. That the Court declare, adjudge, and decree that Defendants violated California
2 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

3 16. For unpaid meal period premium wages as may be appropriate;

4 17. For pre-judgment interest on any unpaid compensation commencing from the date
5 such amounts were due;

6 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
7 and for costs of suit incurred herein; and,

8 19. For such other and further relief as the Court may deem equitable and appropriate.

9 As to the Fourth Cause of Action

10 20. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

12 21. For unpaid rest period premium wages as may be appropriate;

13 22. For pre-judgment interest on any unpaid compensation commencing from the date
14 such amounts were due;

15 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
16 and for costs of suit incurred herein; and,

17 24. For such other and further relief as the Court may deem equitable and appropriate.

18 As to the Fifth Cause of Action

19 25. That the Court declare, adjudge, and decree that Defendants violated the record
20 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
21 willfully failed to provide accurate itemized wage statements thereto;

22 26. For all actual damages, according to proof;

23 27. For statutory penalties pursuant to California Labor Code § 226(e);

24 28. For injunctive relief to ensure compliance with this section, pursuant to California
25 Labor Code § 226(h);

26 29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

27 30. For such other and further relief as the Court may deem equitable and appropriate.

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32. For unpaid wages or unreimbursed business expenses as may be appropriate;
33. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

33. For pre-judgment interest on any unpaid compensation commencing from the date amounts were due;

35. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Eighth and Ninth Causes of Action

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1 period premium wages, failing to reimburse expenses, failing to pay all final wages to terminated
2 employees, failing to furnish accurate wage statements, failing to produce requested employment
3 records, and failing to furnish safe and healthful employment or place of employment;

4 43. For all actual, consequential, and incidental losses and damages, according to proof;

5 44. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
6 other applicable Labor Code provisions;

7 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Labor Code § 2699; and

9 46. For such other and further relief as the Court may deem equitable and appropriate.

10 As to all Causes of Action

11 47. For any additional relief that the Court deems just and proper.

12
13 Respectfully submitted,

14 Dated: June 6, 2025

CLARKSON LAW FIRM

15
16 By: /s/ Glenn A. Danas

Glenn A. Danas

17 Maxim Gorbunov

Attorneys for Plaintiff and the Putative Class

18
19
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury as to all causes of action triable by jury.

22
23 Dated: June 6, 2025

CLARKSON LAW FIRM

24 By: /s/ Glenn A. Danas

25 Glenn A. Danas

26 Maxim Gorbunov

Attorneys for Plaintiff and the Putative Class

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Hill v. Inter-Con Security Systems, Inc.
Case No. 25STCV02584

I am employed in the County of Los Angeles. I am over the age of eighteen years and not a party to the within entitled action. My business address is 22525 Pacific Coast Highway, Malibu, CA 90265.

On **June 6, 2025**, I served a copy of the following document(s) on the interested party(ies) and/or person(s) identified on the Service List in the manner set forth below.

Documents Served

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Service List

DUANE MORRIS LLP

Jennifer A. Kearns (State Bar No. 125588)
JKearns@duanemorris.com
Brooke Tabshouri (State Bar No. 279145)
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Method of Service

[X] (VIA ELECTRONIC SERVICE) By serving an electronic version of the document(s) described above via Case Anywhere (www.caseanywhere.com), pursuant to court order, to the persons set forth above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **June 6, 2025**

/s/ Antonia Smith
Antonia Smith