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January 29, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/308)

Subject: *Jennifer Sullivan v. Inter-Con Security Systems, Inc.*

Dear PAGA Administrator:

This office represents Jennifer Sullivan (hereinafter Ms. Sullivan) in connection with claims referenced herein, under the California Labor Code. Ms. Sullivan was an employee of Inter-Con Security Systems, Inc. (hereinafter "INTER-CON").

The employer may be contacted directly at the address below:

210 S De Lacey Ave
Pasadena, CA 91105

Ms. Sullivan intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Sullivan seeks relief in an individual capacity, the State of California, and other persons who are or were employed by INTER-CON as exempt and non-exempt, hourly-paid or salary-paid, non-executive employees in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

INTER-CON employed Ms. Sullivan from on or about February 2024, through, on or about, January 7, 2026, as a Recruiter. Throughout this term of employment, Ms. Sullivan was a non-exempt, hourly employee but was classified as exempt by INTER-CON without a valid appliable exemption for her classification as overtime exempt.

INTER-CON committed one or more of the following Labor Code violations with respect to Ms. Sullivan; the facts and theories of which follow, and was and is an "aggrieved employee," pursuant to California Labor Code section 2699(c): [1]

INTER-CON's Company-Wide and Uniform Payroll and HR Practices

Upon information and belief, INTER-CON maintains a single, centralized Human Resources (HR) department for all non-exempt, hourly-paid employees working in California, including Ms. Sullivan and other aggrieved employees.

At all relevant times, INTER-CON issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly-paid employees in California, including Ms. Sullivan and other aggrieved employees, regardless of their location or position.

Upon information and belief, INTER-CON maintains a centralized Payroll department which processes payroll for all non-exempt, hourly-paid employees working in California, including Ms. Sullivan and other aggrieved employees. Further, INTER-CON issues the same formatted wage statements in the same manner for all non-exempt, hourly-paid employees working in California, including Ms. Sullivan and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, INTER-CON utilized the same methods and formulas when calculating wages due to Ms. Sullivan and other aggrieved employees in California wherein liability and exposure will be substantial.

Violation of California Labor Code §§ 226.7, 512(a) and 1198 – Failure to Provide Meal Periods

California Labor Code Sections 226.7, 512(a), 1198 and the applicable IWC Wage Order require employers to provide meal and rest breaks and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code Sections 226.7 and 512(a) and the

[1] These facts, theories, and claims are based on direct experience and counsel's review of currently available employment records. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims of which the aggrieved employee was not initially aware (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employees of the law's requirements, or because the employer effectively hid the violations.) If additional facts, theories, and claims are discovered subsequent to the submission of this letter, the right to supplement this letter with the same is hereby reserved.

applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court,* 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code Sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

INTER-CON maintained a company-wide, unlawful written meal break policy insofar as it fails to state the timing of when meal breaks must occur. Under California law, first meal periods must start after no more than five hours of work and employees must be permitted to complete their meal breaks without interruption. *Brinker*, 53 Cal. 4th at 1041-1042. INTER-CON's written meal break policy is facially non-compliant and in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order because it fails to specify the proper timing of breaks and provide that meal breaks are to be completed in an uninterrupted fashion. Alternatively, INTER-CON failed to sufficiently promulgate complaint meal break policies or fail to reasonably adhere to those written policies. As a result of INTER-CON's company-wide non-compliant meal period policy, Ms. Sullivan and other aggrieved employees were denied timely meal periods within the first five (5) hours of work.

INTER-CON had, and continues to have, a company-wide policy and/or practice of neglecting its obligations to provide Ms. Sullivan and other aggrieved employees with timely, uninterrupted meal periods to which they were entitled. INTER-CON discouraged and impeded Ms. Sullivan and other aggrieved employees from taking timely meal breaks. As a result of INTER-CON's practices and/or policies and the resultant failure to adhere to a meal period schedule, Ms. Sullivan and other aggrieved employees missed their meal periods altogether, had to have their meal periods interrupted to return to work, and/or waited extended periods of time before taking meal periods.

INTER-CON neglected its obligation to provide meal breaks to Ms. Sullivan and other aggrieved employees, by either not permitting its employees to take meal breaks in the first instance, or alternatively, by requiring them to continue to perform one or more job duties throughout the time allotted for their meal breaks whether or not they were on or off the clock.

Ms. Sullivan and other aggrieved employees were subject to INTER-CON's managers and supervisors falsifying their time records by recording that compliant meal periods were taken when they were not. INTER-CON had a company-wide practice and/or policy of altering meal period time records to show Ms. Sullivan and other aggrieved employees took timely, uninterrupted meal periods even when they did not receive compliant meal periods.

To the extent that INTER-CON did pay Ms. Sullivan and other aggrieved employees premium pay for missed meal periods, INTER-CON did not pay Ms. Sullivan and other aggrieved employees at the correct rate of pay for premium wages. Specifically, INTER-CON systematically failed to properly calculate Ms. Sullivan's and other aggrieved employees' regular rates of pay for purposes of paying premium wages by failing to include all forms of compensation, such as shift differential pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, to the extent INTER-CON paid Ms. Sullivan and other aggrieved employees premium pay for missed meal periods, it did so at a lower rate than required by law.

On information and belief, INTER-CON did not pay Ms. Sullivan and other aggrieved employees meal period premium wages when they were missed, late, short, and/or interrupted.

Accordingly, INTER-CON failed to provide all meal periods in violation of California Labor Code Sections 226.7, 512(a), and 1198. Ms. Sullivan and other aggrieved employees are entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code Sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7 and 1198 – Failure to Provide Rest Periods

California Labor Code Section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to provide rest periods under California Labor Code Section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc*., 2 Cal. 5th 257, 269-270 (2016).

INTER-CON maintained a company-wide, unlawful written rest break policy insofar as it fails to state the timing of when rest breaks must occur. As a result, Ms. Sullivan and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all ten (10) minute rest periods to which they were entitled. INTER-CON's written rest break policy is facially non-compliant and in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order because it fails to so specify the proper timing of breaks and provide that rest breaks are to be completed in an uninterrupted fashion. Alternatively, INTER-CON failed to sufficiently promulgate complaint rest break policies or fail to reasonably adhere to those written policies. As a result of INTER-CON's company-wide non-compliant rest period policy, Ms. Sullivan and other aggrieved employees were denied timely rest periods as required by California law.

INTER-CON had, and continues to have, a company-wide policy and/or practice of neglecting its obligations to provide Ms. Sullivan and other aggrieved employees with timely, uninterrupted rest periods to which they were entitled. INTER-CON discouraged and impeded Ms. Sullivan and other aggrieved employees from taking timely rest breaks. As a result of INTER-CON's practices and/or policies and the resultant failure to adhere to a rest period schedule, Ms. Sullivan and other aggrieved employees missed their rest periods altogether, had to have their rest periods interrupted to return to work, and/or waited extended periods of time before taking rest periods.

INTER-CON neglected its obligation to provide rest breaks to Ms. Sullivan and other aggrieved employees, by either not permitting its employees to take rest breaks in the first instance, or alternatively, by requiring them to continue to perform one or more job duties throughout their shifts without any rest periods being provided where they were relieved of all duties.

On information and belief, INTER-CON did not pay Ms. Sullivan and other aggrieved employees rest period premium wages when they were missed, late, short, and/or interrupted.

To the extent that INTER-CON did pay Ms. Sullivan and other aggrieved employees premium pay for missed rest periods, INTER-CON did not pay Ms. Sullivan and other aggrieved employees at the correct rate of pay for premium wages. Specifically, INTER-CON systematically failed to properly calculate Ms. Sullivan's and other aggrieved employees' regular rates of pay for purposes of paying premium wages by failing to include all forms of compensation, such as shift differential pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, to the extent INTER-CON paid Ms. Sullivan and other aggrieved employees premium pay for missed rest periods, it did so at a lower rate than required by law.

Accordingly, INTER-CON failed to provide all rest periods in violation of California Labor Code Sections 226.7, 512(a), and 1198. Ms. Sullivan and other aggrieved employees are entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code Sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 et seq. – Unpaid Wages

The prompt payment of wages due to an employee is a fundamental public policy of California. *See Gould v. Maryland Sound Industries, Inc*. 31 Cal.App.4th 1137,1147 (1995). "Public policy has long favored the 'full and prompt payment of wages due an employee.' *See* Cal. Lab. Code § 203. '[Wages] are not ordinary debts . . . . [Because] of the economic position of the average worker and, in particular, his dependence on wages for the necessities of life for himself and his family, it is essential to the public welfare that he receive his pay' promptly. *See Pressler v. Donald L. Bren Co*. (1982) 32 Cal.3d 831, 837.

California law prohibits employers from requiring employees to "work off-the-clock" without compensation. "Work off the clock" is work that an employee does without pay. See *Adoma v. University of Phoenix, Inc.* (E.D. Cal. 2010) 270 F.R.D. 543, 548.

Specifically, California law requires that an employer pay for all hours that it "engage[s], suffer[s], or permit[s]" an employee to work. *Morillion v. Royal Packing Co.*, (2000) 22 Cal.4th 575, 586 (quoting a California Wage Order). This definition is equivalent to the FLSA obligation to pay for work the employer "knows or has reason to believe" the employee performs. *Id.* at 585 (quoting 29 C.F.R. § 785.11 (1998)).

INTER-CON failed to pay wages for all hours worked and paid all forms of premium pay at a rate below what was required by California law.

INTER-CON knew, or should have known, that Ms. Sullivan and other aggrieved employees were working off-the-clock, whether before or after their scheduled shifts, or on their meal breaks, and as a result were suffered or permitted to perform work for which they were not paid. INTER-CON also knew, or should have known, that it did not pay Ms. Sullivan and other aggrieved employees any wages for this off-the-clock work.

Ms. Sullivan and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

INTER-CON willfully failed to pay all overtime wages owed to Ms. Sullivan and other aggrieved employees. During the relevant time period, Ms. Sullivan and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

INTER-CON knew, or should have known, that Ms. Sullivan and other aggrieved employees were working off-the-clock, whether before or after their scheduled shifts, or on their meal breaks, and as a result were suffered or permitted to perform work for which they were not paid. INTER-CON also knew, or should have known, that it did not pay Ms. Sullivan and other aggrieved employees any wages for this off-the-clock work.

Ms. Sullivan and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. However, Ms. Sullivan and other aggrieved employees were not paid overtime wages for all of the overtime hours they worked. Instead they were merely paid at their regular rate of pay for these overtime hours.

INTER-CON's failure to pay Ms. Sullivan and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

INTER-CON did not pay Ms. Sullivan and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, INTER-CON paid other aggrieved employees shift differential pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, INTER-CON failed to incorporate all remunerations, including shift differential pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Sullivan and other aggrieved employees worked overtime and received these other forms of pay, INTER-CON failed to pay all overtime wages by paying a lower overtime rate than required.

Ms. Sullivan and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code §§ 245-249 – Sick Time Wages

California's Healthy Workplaces, Healthy Families Act of 2014 (the "HWHFA") provides in pertinent part that: "[u]pon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes: (1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee. . . ." Cal. Lab. Code § 246.5(a). The HWHFA further provides that: "[a]n employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, [or] attempting to exercise the right to use accrued sick days…" Cal. Lab. Code § 246.5(c)(1).

The HWHFA guarantees that: "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days." Cal. Lab. Code § 246(a)(1). "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later…" Cal. Lab. Code § 246 (b)(1). "An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued." Cal. Lab. Code § 246 (c).

Pursuant to Labor Code Section 247.5(a), "If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence."

Labor Code Section 246(j) sets the maximum number of accruable hours at forty-eight (48),

INTER-CON failed to provide Ms. Sullivan with paid sick leave, in violation of the Labor Code §§ 245-249 and/or prevented or prohibited Ms. Sullivan from utilizing their accrued, available sick time.

Ms. Sullivan and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

<u>Violation of California Labor Code § 2802 – Unreimbursed Business Expenses</u>

California Labor Code Section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code Section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, Inter-Con, on a company-wide basis, required that Ms. Sullivan and other aggrieved employees utilize their own personal funds to purchase items or services on behalf of Inter-Con, but failed to reimburse them for the actual costs incurred by its employees.

Inter-Con could have provided Ms. Sullivan and other aggrieved employees with the vehicles, communication and/or internet devices and tools required for use on the job, including company phones and could have promptly reimbursed them for all other direct or indirect expenditures made by them on Inter-Con behalf. Instead, Inter-Con passed these operating costs off onto Ms. Sullivan and other aggrieved employees. Thus, Inter-Con had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred.

Inter-Con's policy and/or practice of passing its operating costs on to Ms. Sullivan and other aggrieved employees is in violation of California Labor Code Section 2802. Ms. Sullivan and other aggrieved employees are entitled to recover penalties, attorney fees, costs, and interest thereon, pursuant to Labor Code Section 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code Section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. INTER-CON has not provided Ms. Sullivan and other aggrieved employees with properly itemized wage statements. Labor Code Section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in Section 226(a), then the employee is entitled to recover the greater of all actual damages or $50.00 for the initial pay period in which a violation occurs and $100.00 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code Section 226.3 provides that any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of $250.00 per employee per violation in an initial citation and $1,000.00 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, INTER-CON has knowingly and intentionally provided Ms. Sullivan and other aggrieved employees with uniform, incomplete and inaccurate wage statements. INTER-CON issued uniform wage statements to Ms. Sullivan and other aggrieved employees that fail to correctly list one or more of the following: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions from wages, 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, the inclusive dates of the period for which Ms. Sullivan and aggrieved employees were paid, the name and address of the legal entity that is the employer, available sick time and / or all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code Section 1174(d) provides that "[e]very person employing labor in this state shall … [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[keep, at a central location in the state or at the plants or 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…" Labor Code Section 1174.5 provides that employers are subject to a $500.00 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, and in violation of Labor Code Section 1174(d), INTER-CON willfully failed to maintain accurate payroll records for Ms. Sullivan and other aggrieved employees showing the daily hours they worked, and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code Section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, INTER-CON failed, on a company-wide basis, to keep accurate records of meal period start and stop times for Ms. Sullivan and other aggrieved employees in violation of Section 1198.

Because INTER-CON failed to provide all required categories of information required to be included on wage statements, Ms. Sullivan and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Sullivan and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Sullivan and/or other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code Sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code Sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

INTER-CON willfully failed to pay Ms. Sullivan and other aggrieved employees who are no longer employed by INTER-CON all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving INTER-CON's employ in violation of California Labor Code Sections 201, 202, and 203.

Ms. Sullivan and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and

California Labor Code § 558(a): PAGA Civil Penalties

California Labor Code Section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code Section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." INTER-CON, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Sullivan's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Sullivan seeks the remedies set forth in Labor Code Section 558 in an individual capacity, for the State of California, and for all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code Sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5 and 558, Ms. Sullivan, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties, individually, on behalf of all other aggrieved employees, and on behalf of the State of California against INTER-CON for violations of California Labor Code Sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and any other relevant Labor Code provision indicated herein.

Therefore, on behalf of all aggrieved employees, Ms. Sullivan seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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Very truly yours,

JAY S. ROTHMAN & ASSOCIATES

Christopher B. Conkle

CC: Inter-Con Security Systems, Inc.