

February 12, 2026

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: AX9 Security, Inc. (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Glenn Alvin Green (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. Because the Employer failed to pay all straight time wages, minimum wages, and overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, the Employer violated Labor Code §§ 510, 1194, 1197 and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employee and other aggrieved employees spent time under the Employer’s control but were not paid therefor. For example, the Employer required the Employee and other aggrieved employees to perform work post-shift, including, but not limited to, making sure site employees and patrons left the premises and ensure employees safely walked to their cars in the parking lot. This typically took 10 minutes each and despite complaints from Employee that he was not getting paid for this time, Employer continued and enforce the practice. In these circumstances, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employee and other aggrieved employees performed work for the Employer and sometimes worked over eight hours in a day and/or 40 hours in a week. However, the Employer failed to always pay the Employee and other aggrieved employees for all overtime hours worked at the appropriate overtime pay rate. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.



Fourth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute meal breaks within the first five hours of their shifts. Even when they were able to take meal breaks, they would sometimes be interrupted, especially since Employee and other aggrieved employees were required to keep their walkie-talkies on during meal breaks. Further, Employee and aggrieved employees sometimes worked over ten and/or twelve hours but were not provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employers violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to always authorize and permit paid rest breaks to the Employee and other aggrieved employees. Here, as stated, the Employee and other similarly employees were required to carry Employer-issued walkie-talkies at all times during their shift, essentially requiring them to be on the clock and working all throughout their shifts. Therefore, the Employee and other aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks. *Augustus v ABM Security Services, Inc.* (2016) 2 Cal 5th 257. Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes penalties under Labor Code §§ 2699(f) and/or 558.

Sixth, the Employee and other aggrieved employees were sometimes required to call in on the same day to see if they were working, but, if not summoned to work, were paid for less than half the usual or scheduled day's work at each such employee's regular rate of pay, in violation of the applicable Industrial Wage Order § 5(A)/(B) and Labor Code § 1198. As such, the Employer owes penalties under Labor Code §§ 2699(a)/(f), 1197.1, and/or 558.

Seventh, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Eighth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to, purchasing a uniform with a logo from the Employer. The Employer failed to reimburse for these work-related expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.



In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Sincerely,

Arsiné Grigoryan
Aram Boyadjian

cc: (via Certified Mail)

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