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April 22, 2026

Via Online Filing
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail
AGS Private Security Inc.
9410 Topanga Canyon Boulevard
Suite 203
Chatsworth, CA 91311

AGS Private Security Inc.
20018 Community Street
Winnetka, CA 91306

AGS Private Security Inc.
PO Box 371653
Reseda, CA 91337

Subject: *Khalid Mohamed v. AGS Private Security, Inc.*

Dear Representative:

This office represents Khalid A. Mohamed ("Plaintiff") in connection with Labor Code violation claims related to their employment with AGS Private Security Inc. ("Employer"). Employer can be contacted at:

AGS Private Security Inc.
9410 Topanga Canyon Boulevard
Suite 203
Chatsworth, CA 91311

AGS Private Security Inc.
20018 Community Street
Winnetka, CA 91306

AGS Private Security Inc.
PO Box 371653
Reseda, CA 91337

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

<u>Minimum Wage Violations</u>

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically, the Aggrieved Employees regularly worked excessive hours, including consecutive 24-hour shifts and extended 14.5-hour shifts, totaling approximately 130 hours per week. Despite working these extensive hours, Employer paid overtime hours at a flat rate of only $15.00 per hour. This flat overtime rate fell below both the Aggrieved Employees' regular hourly rate and the applicable minimum wage requirements, resulting in systematic underpayment of wages owed.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Overtime Paid at the Wrong Regular Rate

Overtime must be paid based off an employee’s regular rate of pay. Here, Employer paid the Aggrieved Employees their regular hourly rate per hour for only the first 40 hours worked each week. For all remaining hours, Employer paid the Aggrieved Employees at a flat rate of only $15.00 per hour. This flat overtime rate was substantially less than the legally required overtime premium of time-and-a-half, which should have been calculated at approximately $25.00 to $26.00 per hour based on the regular rate of pay.

Furthermore, Employer paid these overtime hours through separate checks that were not properly reflected on the Aggrieved Employees' wage statements, obscuring the true nature and extent of the overtime violations.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

On Call / On Premises / On Duty Meal Breaks

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on post and on premises during all meal breaks. Specifically, the Aggrieved Employees were instructed to "stay on your post" during meal breaks and were not permitted to leave the work site. Because the Aggrieved Employees worked at remote security posts in the Mojave Desert, they had no practical ability to leave the premises even if permitted.

The Aggrieved Employees' regularly worked shifts exceeding 10 hours, but were not provided with the legally required second meal period. Specifically, on 14.5-hour shifts, the Aggrieved Employees received only a 30-minute lunch break and a 10-minute dinner break, with no second 30-minute meal period as required by law for shifts over 10 hours. Even on 24-hour shifts spanning 72 consecutive hours, Employer provided only these same insufficient breaks. This systematic failure to provide second meal periods violated Labor Code section 512 and subjected the Aggrieved Employees to extended work periods without proper meal relief.

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive premium pay for missed meal breaks.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

Missed or Short Rest Breaks

The Aggrieved Employees' rest breaks were regularly missed or insufficient. Despite working extreme schedules including 14.5-hour shifts and 24-hour shifts, the Aggrieved Employees received only a single 10-minute "dinner break" in addition to a 30-minute lunch period on 14.5-hour shifts. These breaks were grossly inadequate given the length of shifts worked. For 14.5-hour shifts, the Aggrieved Employees were entitled to multiple 10-minute rest periods at the rate of one per four hours or major fraction thereof, yet Employer failed to authorize and permit such rest breaks.

Premium pay for missed rest breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive any premium pay for missed rest breaks.

On Call / On Duty Rest Breaks

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Here, the Aggrieved Employees were required to stay on post during all rest breaks and could not leave their assigned security positions. Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

On Premises Rest Breaks

An employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

> Q. Can my employer require that I stay on the work premises during my rest period?
>
> A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc*., (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, all deductions, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or an employee identification number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Specifically, the wage statements provided to the Aggrieved Employees did not reflect all hours worked, meal and rest break premiums, and overtime premiums. These wage statements reflected only 40 hours worked per week, regardless of the actual hours worked.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Sick Pay Violation

Labor Code sections 245-249 require employers to provide paid sick leave to employees. Specifically, Labor Code section 246 requires that employers provide at least 24 hours or three days of paid sick leave per year to employees who work in California for 30 or more days within a year from the commencement of employment.

Here, the Aggrieved Employees received no paid sick leave during their employment with Employer. Specifically, Plaintiff worked for Employer for approximately 16 to 17 months and never received any paid sick leave during this entire period. In July 2025, Plaintiff underwent surgery and took approximately six days off work. Despite this medical necessity, Plaintiff received no paid sick leave for this absence and all days off were unpaid. This complete failure to provide any paid sick leave to the Aggrieved Employees violated Labor Code sections 245-249.

Civil Penalties Applicable to Sick Pay Violations

As a result of the sick pay violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

Willful Misclassification

Labor Code section 226.8 prohibits an employer from willfully misclassifying an individual as an independent contractor when the individual is actually an employee. Willful misclassification occurs when an employer voluntarily and knowingly misclassifies an employee as an independent contractor.

In or about early 2026, Employer attempted to issue Plaintiff a 1099 form without his consent, despite having treated Plaintiff as a W-2 employee throughout his entire 16-17 month employment period. Throughout Plaintiff's employment, Employer exercised complete control over Plaintiff's work, including setting his schedule, requiring him to work at specific posts in the Mojave Desert, mandating that he remain on post during all shifts, and controlling all aspects of how he performed his security duties. Despite this clear employer-employee relationship, Employer attempted to reclassify Plaintiff as an independent contractor by issuing a 1099 form. This attempted misclassification was willful and violated Labor Code section 226.8.

Civil Penalties Applicable to Willful Misclassification Violations

As a result of Employer's willful misclassification as detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.8 and 2699.

Failure to Permit Inspection/Copying of Payroll/Wage Records

Labor Code § 226(b)–(c) entitles employees (or their authorized representatives) to inspect and receive copies of payroll records within 21 calendar days of a written or oral request. Aggrieved Employees (by themselves or through an authorized representative) submitted a request to Employer for payroll records.

Employer did not make the records available for inspection and/or did not provide copies to Aggrieved Employees within 21 calendar days.

Civil Penalties Applicable to Failure to Provide Payroll Records

As a result of the above failure to provide payroll records, Employer is subject to civil penalties under Labor Code § 226 (f) (currently $750 per violation) and PAGA civil penalties under § 2699.

Failure to Permit Inspection/Copying of Personnel Records

Labor Code § 1198.5 requires employers to make an employee’s personnel records available for inspection and copying within 30 calendar days of a request (extendable to 35 days only by written agreement). Aggrieved Employees (by themselves or through an authorized representative) submitted a request to Employer for personnel records.

Employer failed to provide access and/or copies to Aggrieved Employees within the statutory deadline and/or produced materially incomplete files.

Civil Penalties Applicable to Failure to Provide Personnel Records

As a result of the above failure to provide personnel records, Employer is subject to the civil penalty authorized by Labor Code § 1198.5(k) (currently $750 per violation) and to PAGA civil penalties under § 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Nicole Clancy