



CASTLE LAW

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July 3, 2025

For Online Filing:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Robert J. Bell v. Allied Universal Compliance and Investigations, Inc.*

Dear Labor Commissioner,

As counsel for, and on behalf of, Robert J. Bell (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant(s)”) notice pursuant to California Labor Code section 2699.3:

Allied Universal Compliance and Investigations, Inc.
161 Washington St. Suite 600
Conshohocken, PA 19428-2083

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all other aggrieved employees, current and formerly employed by Defendant, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant worked as a Field Representative and Investigation Manager. Claimant and other aggrieved employees worked for Defendant as non-exempt employees in California. Other aggrieved employees suffered the same violations of the Labor Code as Claimant and other non-exempt employees of Defendant experienced the following, and on that basis they are aggrieved employees as discussed herein.

Claimant and other aggrieved employees were required to perform work off the clock due to strict limitations on the number of hours that could be performed on certain tasks, which were unrealistic

given the demands of the job. Claimant and other aggrieved employees also received communications off the clock that they were expected and required to respond to without at least minimum wage compensation. These circumstances also results in unpaid overtime wages because Claimant and other aggrieved employees often worked more than 8 hours in a day and/or more than 40 hours in a week.

Defendant also failed to provide Claimant and other aggrieved employees with all meal breaks. Defendant had a purported On Duty Meal Break agreement for Claimant, but the requirements for such an agreement were not met because Claimant and other aggrieved employees could have been relieved for off-duty meal breaks. Additionally, Defendant failed to provide even on-duty meal breaks. Claimant and other aggrieved employees were required to put in “fake” meal break times on their time sheets if they wanted to be paid with wages. Defendant also failed to provide Claimant and other aggrieved employees with off duty rest breaks in compliance with California law.

Defendant also failed to pay overtime, meal break premiums, and rest break premiums, at the correct regular rate of pay. Claimant and other aggrieved employees earned non-discretionary bonuses and per diem payments that were not factored into the regular rate of pay.

On information and belief, Defendant also failed to pay California Sick Pay at the correct regular rate of pay. Defendant also failed to provide Claimant and other aggrieved employees with accurate sick pay and notice of the sick pay available to the employees. Additionally, when Claimant inquired about sick pay he was told that he had three days of sick pay available, but was cautioned not to tell other employees.

Defendant also issued inaccurate and confusing wage statements, not in compliance with Labor Code section 226(a). The wage statements were inaccurate insofar as they did not account for all the hours worked and wages earned as explained above. The wage statements were also inaccurate in that they incorrectly state the total hours worked by Claimant and other aggrieved employees because the total includes amounts paid for meal break premiums, which are not hours worked. The wage statements make it impossible for employees to determine if they are being paid correctly. The wage statements also fail to include the total legally protected California Sick Pay hours available to the employee.

Claimant and other aggrieved employees were also not paid all the final wages timely for the above reasons. Claimant also received his final bonus payment late, which was admitted to by Defendant’s Human Resources representative in an email.

Defendant also failed to fully reimburse Claimant and other aggrieved employees for all necessary business expenses. Defendant failed to provide cell phone reimbursement even though it required Claimant and other aggrieved employees to use their personal cell phones for work. Additionally, Defendant treated reimbursements for vehicle usage and home office expenses as “misc income” thus subjecting it to taxation and thereby not providing full reimbursement of those expenses.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND OTHER AGGRIEVED EMPLOYEES

Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order(s) (Failure to Pay Minimum Wages)

California Labor Code sections 1194, 1197, 1197.1 and relevant IWC Wage Order(s) require employers to pay at least the applicable minimum wage for all time worked. During the period Claimant and other aggrieved employees were employed by Defendant, they were entitled to be paid at least the State's or other applicable minimum wage rate for all time that they worked. For the reasons stated above, Defendant did not pay Claimant and other aggrieved employees at least the applicable minimum wage for all hours worked. Thus, Claimant and other aggrieved employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code §§ 510, 1194; IWC Wage Order(s) (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 and relevant IWC Wage Order(s) require employers to pay employees overtime at 1.5 times of each employee's regular rate for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime at 1.5 times of each employee's regular rate for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double each employee's regular rate for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and other aggrieved employees were not paid overtime wages as legally required. Claimant and all other aggrieved employees are entitled to recover all unpaid overtime wages.

Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)

Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Claimant and other aggrieved employees, largely by failing to accurately record all time worked on their time records. This was in violation of the Labor Code.

Violation of Labor Code §§ 226.7, 512 and IWC Wage Order(s) (Failure to Provide Meal Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled meal break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant meal periods pursuant to California law.

Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled rest break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant rest periods pursuant to California law in violation of the Labor Code.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

Labor Code sections 201–203 require that all wages, including minimum wages as well as meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

Violation of Labor Code § 246 (Failure to Notify of Available Sick Leave)

Labor Code section 246 requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." As stated above, Defendant failed to notify Claimant and other aggrieved employees of the amount of sick leave available to them on their designated pay day. For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code §§ 245 et seq. (Healthy Workplaces, Healthy Families Act)

Labor Code section 246(l)(1) provides that paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time. For the reasons stated above, Defendants failed to provide Claimant and similarly situated aggrieved employees with paid sick leave at their regular rate of pay as required by the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states,

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

For the reasons stated above, Defendant failed to pay required reimbursements to Claimants and other aggrieved employees for required business expenses in violation of the Labor Code.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

Castle Law: California Employment Counsel, PC

By:



Timothy B. Del Castillo

cc: Allied Universal Compliance and Investigations, Inc.
161 Washington St. Suite 600
Conshohocken, PA 19428-2083