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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

STK-CV-UOE-2025-14199

ROBERT BELL, individually and on behalf of other aggrieved employees,

Plaintiff,

v.

ALLIED UNIVERSAL COMPLIANCE AND INVESTIGATIONS, INC., a North Carolina corporation; and, DOES 1-20, Inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES AND CIVIL PENALTIES:

1. **Failure to Provide Meal Periods;**
2. **Failure to Provide Rest Periods;**
3. **Failure to Reimburse Business Expenses;**
4. **Failure to Provide Accurate Wage Statements;**
5. **Failure to Pay Minimum Wage;**
6. **Failure to Pay Overtime Wages;**
7. **Waiting Time Penalties: Failure to Pay Final Wages When Due;**
8. **Violation of California Unfair Competition Law (Business & Professions Code § 17200, *et seq.*); and,**
9. **Civil Penalties Pursuant to Private Attorneys General Act, Labor Code § 2698 *et seq.***

JURY TRIAL DEMANDED

FILE BY FAX

Plaintiff ROBERT BELL ("Plaintiff"), on behalf of himself and other aggrieved employees, hereby files this Complaint against Defendant ALLIED UNIVERSAL COMPLIANCE AND INVESTIGATIONS, INC., a North Carolina corporation; and DOES 1 to 20, inclusive, (collectively, "Defendants"). Plaintiff alleges the following:

INTRODUCTION

1. This is an individual and representative civil action brought by Plaintiff, a former employee of Defendants. Plaintiff seeks damages for failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, failure to pay overtime wages, failure to pay minimum wage, failure to pay wages due at separation, violation of California Unfair Competition Law, and civil and statutory penalties. Plaintiff also seeks penalties for the foregoing on behalf of himself and other aggrieved employees, pursuant to the Private Attorney General Act.

JURISDICTION AND VENUE

2. The San Joaquin County Superior Court has jurisdiction in this matter based on the violations alleged herein.

3. Venue is proper pursuant to Code of Civil Procedure §§ 395(a) and 395.5, in that Defendants' illegal policies and practices, which are the subject of this action were applied, at least in part, to Plaintiff in the County of San Joaquin.

PARTIES

4. Plaintiff is over the age of eighteen and a resident of the State of California, County of Placer. Plaintiff was employed by Defendants in California from approximately February 2011 to March 2025. Plaintiff was at all times classified by Defendants as a non-exempt employee. Plaintiff was paid on an hourly basis and was entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

5. Defendant ALLIED UNIVERSAL COMPLIANCE AND INVESTIGATIONS, INC. is a North Carolina corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the State of California.

6. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

ADMINISTRATIVE EXHAUSTION

7. On July 3, 2025, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act ("PAGA") Notice with the California Labor & Workforce Development Agency ("LWDA"). The LWDA did not respond to Plaintiff's PAGA notice within 65 days of the original Notice, thus deputizing Plaintiff to represent himself, other aggrieved employees, and the California Labor Commissioner for the purpose of collecting civil penalties for violations of the California Labor Code committed by Defendants.

GENERAL ALLEGATIONS

8. Plaintiff experienced and is informed and believes other non-exempt employees of Defendants in California also experienced the following, and on that basis they are aggrieved employees as alleged herein.

9. Plaintiff and other aggrieved employees worked for Defendants as non-exempt employees in California.

10. Plaintiff was employed by Defendants as a Field Representative and Investigation Manager located in California.

11. During his employment with Defendants, Plaintiff 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. Plaintiff 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 Plaintiff and other aggrieved employees often worked more than 8 hours in a day and/or more than 40 hours in a week.

12. Defendants also failed to provide Plaintiff and other aggrieved employees with all meal breaks. Defendants had a purported On Duty Meal Break agreement for Plaintiff, but the requirements for such an agreement were not met because Plaintiff and other aggrieved employees could have been relieved for off-duty meal breaks. Additionally, Defendants failed to provide even on-duty meal breaks. Plaintiff 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. Defendants also failed to provide Plaintiff and other aggrieved employees with off duty rest breaks in compliance with California law.

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

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

15. Defendants 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 Plaintiff 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.

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

17. Defendants also failed to fully reimburse Plaintiff and other aggrieved employees for all necessary business expenses. Defendants failed to provide cell phone reimbursement even though it required Plaintiff and other aggrieved employees to use their personal cell phones for work. Additionally, Defendants 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.

18. Plaintiff is informed and believes that Defendants committed other violations of the California Labor Code, including but not limited to those identified in this complaint. Plaintiff intends to seek civil penalties for all violations of the California Labor Code he and similarly aggrieved employees experienced.

19. Upon information and belief, all transactions regarding hiring, terminations, promotions, pay increases, etc. relating to Defendants' California employees were submitted to and processed by Defendants' HR department in its corporate headquarters. Additionally, on information and belief, Defendants' corporate records, in particular HR and pay records pertaining to Defendants' California employees, are also maintained at Defendants' corporate headquarters.

20. Upon information and belief, Defendants maintain a central Payroll department at its corporate headquarters, which processes payroll for all Defendant's employees, including Plaintiff and similarly situated, aggrieved employees.

21. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22. PAGA defines an aggrieved employee in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violation was committed."

23. Plaintiff and other current and former employees of Defendants are aggrieved employees as defined by the Labor Code in that they are all Defendants' current or former employees and one or more of the alleged violations was committed against them.

FIRST CAUSE OF ACTION
Failure to Provide Required Meal Periods
Cal. Labor Code §§ 226.7 & 512

23. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

24. Defendants failed to provide all the legally required off-duty meal breaks to Plaintiff as required by the applicable Wage Order and Labor Code. As a result of rigorous work schedules, Plaintiff was not fully relieved of duty by Defendants for all meal periods as required under the law.

25. Defendants further violated California Labor Code § 226.7 and the applicable IWC Wage Order by failing to compensate Plaintiff who was not provided a timely meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a lawful meal period was not provided.

26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seeks all wages earned and due, interest, penalties, expenses, costs of suit, attorney's fees, and any other remedies the court deems appropriate.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SECOND CAUSE OF ACTION
Failure to Provide Required Rest Periods
Cal. Labor Code §§ 226.7 & 512

27. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

28. Plaintiff was required to work in excess of four (4) hours without being provided ten (10) minute rest periods. For example, he was, at times, denied his first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours and a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours. Plaintiff was also not provided with one hour penalty wages in lieu thereof. As a result of his rigorous work schedule, Plaintiff was periodically denied his proper rest periods by Defendants.

29. Defendants further violated California Labor Code §§ 226.7 and 512 and the applicable WC Wage Order by failing to compensate Plaintiff in accordance with the applicable Wage Order, one additional hour of compensation at his regular rate of pay for each workday that any rest period required was not provided.

30. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seeks all wages earned and due, interest, penalties, expenses, costs of suit, attorney's fees, and any other remedies the court deems appropriate.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

THIRD CAUSE OF ACTION
Failure to Reimburse or Indemnify Business Expenses
Cal. Labor Code § 2802(a)

31. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

32. Labor Code section 2802(a) states that, "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."

33. As described above, Defendants failed to pay required reimbursements to Plaintiff in violation of the Labor Code, including, without limitation, failing to adequately reimburse Plaintiff's use of his personal cell phone to conduct business with and on behalf of Defendants.

34. Defendants' conduct was willful. Defendants knew that Plaintiff was not compensated for expenses he incurred on behalf of Defendants, including the expenses alleged herein.

35. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and deprived of reimbursements and thereby seeks reimbursement of all unreimbursed costs and expenses, attorneys fees, costs of suit, and any other remedies the court deems appropriate.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

FOURTH CAUSE OF ACTION
Failure to Provide Accurate Itemized Wage Statements
Cal. Labor Code § 226

36. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

37. Pursuant to Labor Code § 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

> (1) gross wages earned,
> (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
> (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 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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.

38. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code § 226(a).

39. Plaintiff has suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code § 226, subdivision (a), and Plaintiff cannot promptly and easily determine (i.e. a reasonable person in Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) his hours worked, wages earned, all applicable pay rates, and/or other information required from the wage statement alone.

40. Plaintiff is entitled to, and does hereby seek, monetary damages and injunctive relief requiring Defendants to comply with Labor Code § 226(a) and all applicable damages, as well as civil penalties, attorney's fees, and any other remedies the court deems appropriate.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

FIFTH CAUSE OF ACTION
Failure to Pay Minimum Wage
Cal. Labor Code §§ 1194, 1194.2, 1197

41. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

42. Cal Lab. Code § 1197, provides, "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

43. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit.

44. Cal. Lab. Code § 1194.2 establishes that when an employee's seeks unpaid wages for being paid less than the minimum wage, the employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

45. As described above, Defendants failed to pay Plaintiff at least the minimum wage for all hours worked.

46. Defendants' conduct was willful. Defendants knew they were not keeping accurate time records and that Plaintiff and similarly aggrieved employees were required to perform work off the clock.

47. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and is entitled to damages under Labor Code §§ 1194,1194.2, and 1197 in an amount to be established at trial.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SIXTH CAUSE OF ACTION
Failure to Pay Overtime
Cal. Lab. Code §§ 510, 1194

48. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

49. Plaintiff brings a claim for Defendants' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirement for Defendants' failure to pay for all overtime worked, including work performed in excess of eight (8) hours in a workday.

50. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

51. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

52. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code §1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

53. In committing these violations of the California Labor Code, Defendants inaccurately recorded overtime worked and consequently underpaid the overtime worked by Plaintiff. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the

California Labor Code, the Industrial Welfare Commission requirements, and other applicable laws and regulations.

54. As a direct result of Defendants' unlawful wage practices as alleged herein, Plaintiff did not receive full compensation for overtime worked, constituting a failure to pay all earned wages.

55. Defendants failed to accurately pay Plaintiff overtime wages for the time he worked, which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though Plaintiff was required to work, and did in fact work, overtime as to which Defendants failed to accurately record and pay.

56. By virtue of Defendants' unlawful failure to accurately pay all earned compensation to Plaintiff for the true amount of time worked, Plaintiff has suffered and will continue to suffer an economic injury in amounts which are presently unknown to her, and which will be ascertained according to proof at trial.

57. Defendants knew or should have known that Plaintiff was under compensated for all overtime worked. Defendants elected, either through intentional malfeasance or gross nonfeasance, to not pay Plaintiff for her labor as a matter of company policy, practice and procedure, and Defendants perpetrated this scheme by refusing to pay Plaintiff for overtime worked.

58. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate Plaintiff for all overtime worked and provide him with the requisite overtime compensation, Defendants acted and continue to act intentionally toward Plaintiff with a conscious and utter disregard for his legal rights, or the consequences to her, and with the intent of depriving him of his property and legal rights, and otherwise causing injury.

59. Plaintiff requests recovery of all overtime wages, according to proof, interest, statutory costs, and attorney's fees as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, and any other remedies the court deems appropriate.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SEVENTH CAUSE OF ACTION
Waiting Time Penalties: Failure to Pay Final Wages When Due
Cal. Labor Code § 201, 202, 203

60. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

61. Labor Code § 201 requires an employer to pay an employee who is terminated all unpaid wages immediately upon termination.

62. Labor Code § 202 requires an employer to pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation.

63. Pursuant to Labor Code § 203, an employer who willfully fails to pay an employee his or her wages in accordance with Labor Code §§ 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days.

64. Plaintiff did not receive all wages, including earned bonus pay, minimum and overtime wages, and meal and rest period premiums, at the time due upon separation from employment with Defendants.

65. Defendants knew of their obligation to pay Plaintiff for all hours worked and that he did not receive overtime or minimum wages for all hours worked but failed and refused to compensate him for all hours worked upon his separation from employment.

66. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due at separation.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

EIGHTH CAUSE OF ACTION
Violation of Unfair Competition Law
Cal. Bus. & Prof. Code § 17200 et seq.

67. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

68. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business act

or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

69. Defendants' policy and practice failed to provide the legally mandated meal and rest periods, the required amount of compensation for missed meal and rest periods, and overtime and minimum wages owed, in addition to failing to timely pay wages, maintain accurate records, and furnish compliant wage statements. Defendants conduct may have resulted in other violations of the law against Defendants' employees, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code § 17200 *et seq.*

70. Such actions and conduct constitute a violation of the California Unfair Competition Law ("UCL") (California Business and Professions Code 17200 et seq.) pursuant to *Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal. 4th 163.

71. Plaintiff is entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, injunctive relief pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for up to four (4) years from the filing of this Action.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

NINTH CAUSE OF ACTION
Civil Penalties Pursuant to PAGA
Cal. Labor Code § 2698 *et seq.*

72. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

73. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all aggrieved employees for the Company's violations of the California Labor Code, including those California Labor Code violations identified above.

18. On or about July 3, 2025, Plaintiff sent written notice to the LWDA regarding the Company's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,

("PAGA"). The LWDA did not respond within 65 days from the filing of the PAGA Notice, and Defendants have made no effort to cure the alleged violations of the Labor Code, therefore Plaintiff is entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code committed by Defendants from July 3, 2024, through trial on this matter.

74. Defendants failed to provide all the legally required off-duty meal breaks to Plaintiff and other aggrieved employees as required by the applicable Wage Order and Labor Code. And Defendants further violated California Labor Code § 226.7 and the applicable IWC Wage Order by failing to compensate Plaintiff and other aggrieved employees who were not provided a timely meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a lawful meal period was not provided.

75. Defendants failed to provide all the legally required off-duty rest breaks to Plaintiff and other aggrieved employees as required by the applicable Wage Order and Labor Code. And Defendants further violated California Labor Code §§ 226.7 and 512 and the applicable WC Wage Order by failing to compensate Plaintiff in accordance with the applicable Wage Order, one additional hour of compensation at her regular rate of pay for each workday that rest period was not provided.

76. California 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." Defendants did not keep accurate information regarding all hours worked by and wages paid to Plaintiff and other aggrieved employees. This was in violation of the California Labor Code.

77. California 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, Defendants failed to comply with these requirements with respect to Plaintiff and other aggrieved employees in violation of the California Labor Code.

78. Labor Code section 2802(a) states that, "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." Defendants failed to pay required reimbursements to Plaintiff and other aggrieved employees in violation of the Labor Code.

79. California Labor Code sections 510 and 1194 require employers to pay employees overtime 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 for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time 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. Plaintiff and similarly situated aggrieved employees were not paid all overtime at their regular rate of pay, including any double time.

80. California Labor Code section 1194 and 1197 require employers to pay employees the minimum wage fixed by the commission or by any applicable state or local law, which includes applicable wage orders. Employers are required to pay employees for all time worked and failure to do so results in a failure to pay the minimum wage.

81. California Labor Code sections 201–203 require that all wages, including minimum wages and overtime premiums, be paid to employees upon separation and/or termination of employment. Plaintiff and similarly situated employees did not receive all final wages due and owing to them when due as required by California Labor Code sections 201–203.

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82. Plaintiff seeks all remedies under the law, including applicable civil penalties.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For all penalties and/or liquidated damages under the California Labor Code according to proof and as allowed by law;
2. For damages, including, but not limited to, compensatory damages, liquidated damages, and unpaid wages, plus interest, according to proof and as allowed by law;
3. For an award to Plaintiff of costs of suit incurred herein;
4. For reasonable attorney's fees as provided by statute or otherwise allowed by law ;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: September 25, 2025

Castle Law: California Employment Counsel, PC

By: _____

Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Bryce Q. Fick
Attorneys for Plaintiff ROBERT BELL

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: September 25, 2025

Castle Law: California Employment Counsel, PC

By: _____

Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Bryce Q. Fick
Attorneys for Plaintiff ROBERT BELL