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County of Los Angeles
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David W. Slayton,
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Attorneys for Plaintiff
JOSE ANGEL HUERTA and WILLIAM GABRIEL,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE ANGEL HUERTA and WILLIAM
GABRIEL, individually and on behalf of all
others similarly situated,

Plaintiff(s),

v.

BIONIC PROTECTION SECURITY
SERVICES INC; and DOES 1 through 100,

Defendant(s).

Case No. **25VEC01512**

COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Violation**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition**
- 8. Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff JOSE ANGEL HUERTA and WILLIAM GABRIEL ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in [Los Angeles County, California.

2. Defendant BIONIC PROTECTION SECURITY SERVICES INC ("Defendant") is a California corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is

1 subject to the laws of the State of California. All acts and omissions of Defendant employees as
2 alleged herein occurred while they were acting within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Los Angeles County because the acts and omissions that give
13 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
14 business in this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
17 such conduct within Los Angeles County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiffs were Defendants’ employee.

20 7. Defendants failed to provide Plaintiffs with compliant meal breaks because Plaintiffs were
21 required to remain on call, on duty, and on premises during meal breaks. Despite not being provided
22 with compliant meal breaks, Defendant did not pay premium pay for these missed breaks at
23 Plaintiffs’ regular rate of pay.

24 8. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiffs were
25 required to remain on call, on duty, and on premises during breaks. Despite not being provided with
26 compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiffs’
27 regular rate of pay.

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1 9. Defendants failed to pay Plaintiffs for all hours worked because Plaintiffs were required to
2 remain on site and perform work related tasks at the end of their shift as they wait for a reliever.
3 Further, meal breaks were unpaid, but the Plaintiffs were required to remain on call, on duty, and on
4 premises during meal breaks. Thus, they are owed 30 minutes of unpaid time per shift.

5 10. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs usually worked 8
6 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

7 11. Defendants failed to provide Plaintiff with accurate wage statements because the wage
8 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
9 other things.

10 12. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
11 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
12 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

13 **PAGA ALLEGATIONS**

14 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
17 action brought by an aggrieved employee on behalf of himself or herself and other current or former
18 employees pursuant to the procedures outlined in Labor Code section 2699.3.

19 14. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
20 under PAGA after the following requirement have been met:

21 15. The aggrieved employee has provided written notice by online filing to the LWDA and by
22 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
23 Labor Code alleged to have been violated, including the facts and theories to support the alleged
24 violations; and

25 16. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
26 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
27 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
28 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may

1 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
2 to any other penalties to which the employee may be entitled.

3 17. On October 23, 2024, Plaintiff provided written notice by online filing to the LWDA and by
4 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
5 by Defendants, including the facts and theories to support the alleged violations.

6 18. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
7 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
8 PAGA Penalties on behalf of all Aggrieved Employees.

9 19. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
10 and former, who were employed by Defendants within one year prior to October 23, 2024 through
11 final disposition of this action.”

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Compliant Meal Periods**

14 **By Plaintiff Against All Defendants**

15 20. Plaintiffs incorporates by reference the paragraphs above.

16 21. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
17 employee for a work period of more than five hours per day without providing the employee with a
18 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
19 without providing the employee with a second meal period of not less than 30 minutes”.

20 22. An employer provides compliant meal breaks to its employees “if it relieves its employees
21 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
23 1004, 1040 (2012)).

24 23. Not only must an employer affirmatively relieve its employees of all duty during their meal
25 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
26 (*Brinker*, supra).

27 24. Defendants failed to provide Plaintiffs with compliant meal breaks as alleged herein.

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1 25. For each day that Defendants failed to provide Plaintiffs with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 26. Defendants failed to pay premium pay at Plaintiffs' regular rate of pay for each day a meal
6 break was missed.

7 27. Plaintiffs are therefore entitled to recover premium pay for missed meal breaks, interest,
8 penalties, attorney fees, and costs.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 28. Plaintiffs incorporates by reference the paragraphs above.

13 29. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 30. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 31. Defendants failed to provide Plaintiffs with compliant rest breaks as alleged herein.

20 32. For each day that Defendants failed to provide Plaintiffs with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 33. Defendants failed to pay premium pay at Plaintiffs' regular rate of pay for each day a rest
25 break was missed.

26 34. Plaintiffs are therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **By Plaintiff Against All Defendants**

4 35. Plaintiffs incorporates by reference the paragraphs above.

5 36. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 37. Defendants failed to pay Plaintiffs for all hours worked as alleged herein.

9 38. Plaintiffs are therefore entitled to recover all unpaid wages, liquidated damages, interest,
10 penalties, attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **By Plaintiff Against All Defendants**

14 39. Plaintiffs incorporates by reference the paragraphs above.

15 40. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.”

19 41. Defendants failed to pay Plaintiffs all overtime wages owed as alleged herein.

20 42. Plaintiffs are therefore entitled to recover all unpaid overtime wages, liquidated damages,
21 interest, penalties, attorney fees, and costs.

22 **FIFTH CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 43. Plaintiffs incorporates by reference the paragraphs above.

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1 44. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 45. As alleged herein, the wage statements that Defendants issued to Plaintiffs were inaccurate
6 and incomplete.

7 46. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiffs in that Plaintiffs were unable to accurately verify and/or calculate their wages.

10 47. Plaintiffs are therefore entitled to the recovery of wage statement penalties, attorney fees,
11 and costs.

12 **SIXTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 48. Plaintiffs incorporates by reference the paragraphs above.

16 49. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 50. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 51. As alleged herein, Defendants willfully did not pay Plaintiffs all wages owed at the
24 conclusion of employment.

25 52. Plaintiffs are therefore entitled to the recovery of waiting time penalties, interest, attorney
26 fees, and costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 53. Plaintiffs incorporates by reference the paragraphs above.

5 54. Defendants' conduct described herein constitutes unfair competition.

6 55. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 56. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 57. Plaintiffs may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 58. Plaintiff incorporates by reference the paragraphs above.

16 59. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 60. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 61. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 62. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
24 the penalties in Labor Code section 2699 apply.

25 63. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

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64. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

65. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

66. With respect to violations of Labor Code section 203 for failure to pay all wages due to Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code section 2699 apply.

67. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

68. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Penalties pursuant to Labor Code section 226
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

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9 DATED: March 18, 2025

FRONTIER LAW CENTER

10 /s/ Daniel Ginzburg

DANIEL GINZBURG

11 Attorney for Plaintiff

12 JOSE ANGEL HUERTA and

13 WILLIAM GABRIEL, individually

14 and on behalf of all others similarly

15 situated

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