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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff TREVOUS MILLHOUSE,  
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES- CENTRAL DIVISION**

TREVOUS MILLHOUSE, on behalf of himself  
and current and former aggrieved employees

Plaintiff,

vs.

ASSOCIATED PROTECTION SPECIALISTS,  
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV05964**

**PAGA ACTION**

**PLAINTIFF TREVOUS  
MILLHOUSE'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT  
TO THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004  
("PAGA"), LABOR CODE  
SECTIONS 2698, ET SEQ.**

**COMES NOW** Plaintiff TREVOUS MILLHOUSE ("Plaintiff"), on behalf of himself and  
current and former aggrieved employees, who alleges and complains against Defendants  
ASSOCIATED PROTECTION SPECIALISTS, INC. and DOES 1 to 100, inclusive (collectively  
"Defendants") as follows:

**I. INTRODUCTION**

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself  
and other current and former aggrieved employees of Defendants who worked as hourly non-  
exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all  
2 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure  
3 to authorize or permit all legally required and/or compliant meal periods or pay meal period  
4 premium wages; failure to pay security guards wages on a weekly basis; failure to timely pay  
5 earned wages during employment; statutory penalties for failure to provide accurate wage  
6 statements; statutory waiting time penalties in the form of continuation wages for failure to timely  
7 pay employees all wages due upon separation of employment. Plaintiff seeks on a representative  
8 basis, following notice to the Labor and Workforce Development Agency, civil penalties,  
9 reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf  
10 of Plaintiff, the State of California, and others aggrieved.

## 11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars  
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
19 California, including but not limited to Los Angeles County, at 7000 Hollywood Blvd, Los  
20 Angeles, CA 90028.

## 21 **III. PARTIES**

22 3. Plaintiff brings this action as a representative of the Labor and Workforce  
23 Development Agency on behalf of himself and other current and former employees subject to  
24 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
25 filed include current, former and/or future employees of Defendants who work, worked, or will  
26 work for Defendants as direct employees as well as temporary employees employed through temp  
27 agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
28 currently named Plaintiff is and was domiciled and a resident and citizen of California and was

1 employed by Defendants in an hourly position at Defendants' location in Los Angeles from  
2 approximately September 2022 to present.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant  
4 ASSOCIATED PROTECTION SPECIALISTS, INC. is authorized to do business within the State  
5 of California and is doing business in the State of California and/or that Defendants DOES 1-50  
6 are, and at all times relevant hereto were persons acting on behalf of Defendant ASSOCIATED  
7 PROTECTION SPECIALISTS, INC. in the establishment of, or ratification of, the  
8 aforementioned illegal wage and hour practices or policies. Defendant ASSOCIATED  
9 PROTECTION SPECIALISTS, INC. operates in Los Angeles County and employed Plaintiff and  
10 aggrieved employees in Los Angeles County, including but not limited to, at 7000 Hollywood  
11 Blvd, Los Angeles, CA 90028.

12 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
13 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
14 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
15 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and  
16 working conditions of employment of Plaintiff and aggrieved employees.

17 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
18 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
19 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
20 supervisor, independent contractor and/or employee of each defendant who violated or caused to  
21 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of  
22 the Industrial Welfare Commission's wage orders regulating hours and days of work.

23 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
24 sues said defendants by said fictitious names, and will amend this complaint when the true names  
25 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
26 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
27 named defendants is in some manner responsible for the events and allegations set forth in this  
28 complaint.

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

### FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF  
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

**(Against all Defendants by Plaintiff)**

9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

11. Specifically, Defendants have committed the following violations of California Labor Code:

12. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

13. Labor Code sections 1194 and 1197 require an employer to compensate employees for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

14. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

1 (a) "Rounding down" or "shaving down" Plaintiff and other current and former  
2 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their  
3 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter  
4 of an hour, to the benefit of Defendant.

5 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current  
6 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'  
7 control without paying wages for that time. This resulted in Plaintiff and other current and former  
8 aggrieved California-based hourly non-exempt employees working time for which they were not  
9 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable  
10 Wage Order.

11 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**  
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
13 employees. In California, an employer is required to pay hourly employees for all "hours worked,"  
14 which includes all time that an employee is under control of the employer and all time the  
15 employee is suffered and permitted to work. This includes the time an employee spends, either  
16 directly or indirectly, performing services that inure to the benefit of the employer.'

17 17. Labor Code sections 510 and 1194 require an employer to compensate employees a  
18 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty  
19 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

20 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)  
21 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of  
22 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-  
23 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve  
24 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular  
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any  
seventh day of a workweek shall be compensated at the rate of no less than twice the  
regular rate of pay of an employee.

25 Labor Code section 510.

26 18. In this case, Defendants failed to pay Plaintiff and other current and former  
27 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours  
28 worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

1 (a) “Rounding down” or “shaving down” Plaintiff and other current and former  
2 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their  
3 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter  
4 of an hour, to the benefit of Defendant.

5 19. The foregoing policies, practices, and/or procedures resulted in time during each  
6 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
7 employees were under the control of Defendants but were not compensated. To the extent that the  
8 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
9 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
10 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed  
11 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code  
12 sections 510 and 1194 and the applicable Wage Order.

13 20. **Failure to pay wages to hourly non-exempt employees for workdays that**  
14 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other  
15 current and former aggrieved California-based hourly non-exempt employees regularly worked  
16 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

17 21. California law requires an employer to authorize or permit an employee an  
18 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
19 all duties and the employer relinquishes control over the employee’s activities prior to the  
20 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*  
21 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an  
22 employee for a work period of more than ten (10) hours per day without providing the employee  
23 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh  
24 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period  
25 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
26 period is only permitted when: (1) the nature of the work prevents an employee from being  
27 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

28 22. If an employer fails to provide an employee a meal period in accordance with the

1 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay  
2 for each workday that a legally required and compliant meal period was not provided. Labor Code  
3 section 226.7; Wage Order 4 at §11.

4 23. In this case, Defendants failed to authorize or permit legally required and compliant  
5 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-  
6 exempt employees due to Defendants' policies, practices, and/or procedures, including but not  
7 limited to,

8 (a) "Rounding" or "shaving" Plaintiff and other current and former aggrieved  
9 California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and  
10 clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to  
11 the benefit of Defendant.

12 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
13 procedure of failing to compensate Plaintiff and other current and former aggrieved California-  
14 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each  
15 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
16 employees did not receive legally required and compliant meal periods, in violation of Labor Code  
17 section 226.7.

18 25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff  
19 and other current and former aggrieved California-based hourly non-exempt employees not  
20 receiving wages to compensate them for workdays during which Defendants did not provide them  
21 with meal periods in compliance with California law.

22 26. **Failure to pay wages on a weekly basis to Plaintiff and similarly situated**  
23 **security guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay  
24 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
25 no less than weekly.

26 27. Defendants, however, pursuant to their payroll policies, practices, and/or  
27 procedures paid Plaintiff and other current and former aggrieved California-based hourly non-  
28 exempt employees on a bi-weekly basis.

1           28.     These payroll policies, practices, and/or procedures resulted in Defendants' failure  
2 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt  
3 employees not on a weekly basis as required by California law.

4           29.     **Failure to timely pay earned wages during employment:** In California, wages  
5 must be paid at least twice during each calendar month on days designated in advance by the  
6 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages  
7 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the  
8 16th and the 26th day of that month and wages earned between the 16th and the last day,  
9 inclusive, of any calendar month must be paid between the 1st and 10th day of the following  
10 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be  
11 paid within seven (7) calendar days following the close of the payroll period in which wages were  
12 earned. Labor Code section 204(d).

13           30.     As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed  
14 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-  
15 exempt employees' earned wages (including minimum wages, overtime wages and/or meal period  
16 premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies,  
17 practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former  
18 aggrieved California-based hourly non-exempt employees' their earned wages within the  
19 applicable time frames outlined in Labor Code section 204.

20           31.     **Failure to provide complete and accurate wage statements:** Labor Code section  
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an  
22 employee his or her wages, the employer must "furnish each of his or her employees ... an  
23 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
24 employee, except for any employee whose compensation is solely based on a salary and who is  
25 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of  
26 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable  
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all  
28 deductions made on written orders of the employee may be aggregated and shown as one item, (5)

1 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the  
2 name of the employee and his or her social security number, (8) the name and address of the legal  
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and  
4 the corresponding number of hours worked at each hourly rate by the employee.”

5 32. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
6 and other current and former aggrieved California-based hourly non-exempt employees all wages  
7 earned (including minimum wages, overtime wages and/or meal period premium wages), rendered  
8 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’  
9 wage statements inaccurate, in violation of Labor Code section 226.

10 33. **Failure to pay employees all wages due at time of termination/resignation:** An  
11 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
12 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
13 hours of resignation (Labor Code section 202).

14 34. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
15 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
16 all their earned wages (including minimum wages, overtime wages and/or meal period premium  
17 wages), Defendants failed to pay those employees timely after each employee’s termination and/or  
18 resignation, in violation of Labor Code sections 201, 202, and 203.

19 35. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved  
20 employee, on behalf of himself or herself and other current or former employees, to bring a civil  
21 action to recover civil penalties against all Defendants pursuant to the procedures specified in  
22 Labor Code section 2699.3.

23 36. Plaintiff has complied with the procedures for bringing suit specified in Labor  
24 Code section 2699.3. On January 4, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA  
25 and provided notice to Defendants by certified mail which provided notice of the specific  
26 provisions of the Labor Code alleged to have been violated, including the facts and theories to  
27 support the violations alleged.

28 37. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 201.3, 202, 203, 204 226, 226.7, 510, 512, 1194, 1197 and During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

39. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**  
3 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

4 **ON THE FIRST CAUSE OF ACTION:**

5 1. That Defendants be found to have violated the provisions of the Labor Code and  
6 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

7 2. For any and all legally applicable penalties during the relevant statute of limitations  
8 subject to any permissible tolling, including but not limited to those recoverable under the  
9 California Labor Code, including but not limited to section 2699(f);

10 3. For attorneys' fees and costs of suit, including but not limited to those recoverable  
11 under California Labor Code section 2699(g); and

12 4. For such and other further relief, in law and/or equity, as the Court deems just or  
13 appropriate

14  
15 Dated: March 11, 2024

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

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18 By:

  
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