

04/13/2026

By: V. Castillo Deputy

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on behalf of himself all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SACRAMENTO**

ROMAN CRENSHAW, on behalf of himself
all others similarly situated,

Plaintiff,

v.

FAST ACTION PEST CONTROL CORP., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 26CV007522

Assigned to the Hon. Richard C. Miadich, Dept. 28

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- 1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 227.3, 246, 510, 1174,
1174.5, 1194, AND 1194.2; IWC WAGE ORDER
4-2001**
- 2. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5,
1194, AND 1194.2; IWC WAGE ORDER 4-2001)**
- 3. FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(LABOR CODE § 226.7; IWC WAGE ORDER 4-
2001)**
- 4. FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e), (h))**
- 5. FAILURE TO TIMELY PAY WAGES DUE
AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**
- 6. FAILURE TO REIMBURSE ALL BUSINESS-
RELATED EXPENSES (LABOR CODE § 2802)**
- 7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**
- 8. PENALTIES PURSUANT TO LABOR CODE
§ 2699(f) FOR VIOLATIONS OF LABOR CODE**

DEMAND FOR JURY TRIAL

4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

5. Plaintiff, on behalf of himself and all Aggrieved Employees (as defined herein) pursuant to Labor Code § 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout California, including in Sacramento County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff ROMAN CRENSHAW was employed by Defendants from December 20, 2022 through January 28, 2026 in Sacramento County, California.

8. During his work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied meal and rest periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements;
- d. Willfully denied the reimbursement of all business-related expenses; and
- e. Willfully denied timely payment of all wages due upon separation of his employment.

B. Defendants

9. Defendant FAST ACTION PEST CONTROL CORP. is a California corporation that employed Plaintiff and Class Members in Sacramento County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is

1 legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of
2 court to amend this Complaint to reflect the true names and capacities of the Defendants designated
3 hereinafter as DOES when such identities become known.

4 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
5 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
6 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
7 attributable to the other Defendants.

8 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
9 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
10 provisions of the California Labor Code as alleged herein.

11 III.

12 CLASS ACTION ALLEGATIONS

13 13. Plaintiff brings this action on behalf of himself, and all others similarly situated as a
14 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following
15 Class composed of and defined as follows:

16 THE CLASS

17 All persons employed by Defendants in a non-exempt position in
18 California at any time since the date four years preceding the filing of
19 this Action and continuing through the present.

20 14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
21 modify this class description with greater specificity or further division into subclasses or limitation to
22 particular issues.

23 15. This action has been brought and may properly be maintained as a class action under
24 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
25 interest in the litigation and the proposed Class are easily ascertainable.

26 A. Numerosity

27 16. The potential Class Members as defined are so numerous that joinder of all Class
28 Members is impracticable. While the precise number of Class Members has not been ascertained at

1 this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently
2 employ, and during the relevant time periods employed, over 100 persons in the State of California
3 who fall within the Class definition.

4 17. Accounting for turnover during the relevant period necessarily increases this number.
5 Plaintiff alleges Defendants' employment records would provide information as to the number and
6 location of Class Members. Joinder of Class Members is not practicable.

7 **B. Commonality**

8 18. There are questions of law and fact common to the Class that predominate over any
9 questions affecting only individual Class Members. These common questions of law and fact include,
10 without limitation:

- 11 a. Whether Defendants failed to pay all wages due, in violation of Labor Code §§
12 226.7, 227.3, 246, 510, 1174, 1174.5, 1194, and 1194.2;
- 13 b. Whether Defendants failed to properly provide meal or rest periods (and pay all
14 wages due) or compensation in lieu thereof to Plaintiff and Class Members, in
15 violation of Labor Code §§ 226.7, 510, 512, 1174, 1174.5, and 1194, and IWC
16 Wage Order 4-2001;
- 17 c. Whether Defendants failed to provide Plaintiff and Class Members with
18 accurately itemized wage statements, in accordance with Labor Code § 226(a),
19 (e), and (h);
- 20 d. Whether Defendants failed to timely pay Plaintiff and Class Members all wages
21 due and owing at the separation of their employment, in violation of Labor Code
22 §§ 201-203;
- 23 e. Whether Defendants failed to reimburse Plaintiff and Class Members for all
24 business-related expenses, in violation of Labor Code § 2802; and
- 25 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to
26 Business & Professions Code § 17200 *et seq.*

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1 **C. Typicality**

2 19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
3 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as
5 alleged herein.

6 **D. Adequacy of Representation**

7 20. Plaintiff will fairly and adequately represent and protect the interests of Class Members.
8 Counsel who represents Plaintiff are competent and experienced in litigating large employment class
9 actions.

10 **E. Superiority of Class Action**

11 21. A class action is superior to other available means for the fair and efficient adjudication
12 of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions
13 of law and fact common to the proposed Class predominate over any questions affecting only individual
14 members of the proposed Class. Each member of the proposed Class has been damaged and is entitled
15 to recovery by reason of Defendants' illegal policies and/or practices.

16 22. Class action treatment will allow those similarly situated persons to litigate their claims
17 in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
18 unaware of any difficulties that are likely to be encountered in the management of this action that would
19 preclude its maintenance as a class action.

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL WAGES DUE**

6 **(LABOR CODE §§ 226.7, 227.3, 246, 510, 1174, 1174.5, 1194, AND 1194.2;**

7 **IWC WAGE ORDER 4-2001)**

8 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth
9 herein.

10 24. Defendants failed to pay all minimum and overtime wages due for all off-the-clock
11 work, in violation of Labor Code §§ 510, 1194, and 1194.2. Specifically, Defendants required Plaintiff
12 and Class Members to drive a company vehicle, but were subject to Defendants' control during this
13 time and restricted in the use of the company vehicle (they were restricted where and how they can take
14 the company vehicle—for example, Plaintiff could not drive his son to school in the company vehicle).
15 Plaintiff and Class Members would only be paid once they get to a work location or after 30-minutes
16 of driving. An employer is obligated to pay the wages of an hourly employee for all time that the
17 employee is under the control of the employer. These instances deprived Plaintiff and Class Members
18 of significant hours worked and minimum and overtime wages due. Defendants also failed to retain
19 accurate records in accordance with Labor Code §§ 1174 and 1174.5, including for employees' start
20 and end times for every shift, including, but not limited to, drive time from their home to the first work
21 location and back home at the end of the day.

22 25. Defendants also failed to properly compute bonuses, commissions, and/or other non-
23 base hourly wages (including spot bonuses) earned by Plaintiff and Class Members into their regular
24 rate of pay for purposes of paying them meal and rest period premiums, overtime wages, vacation
25 wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510,
26 512, and 1194. Defendants paid Plaintiff and Class Members bonuses, commissions, and/or other non-
27 base hourly wages (including spot bonuses); however, Defendants failed to properly blend these forms
28 of pay, and instead paid Plaintiff and Class Members meal and rest period premiums, overtime wages,

1 vacation wages, and sick pay wages based only on the base hourly rate of pay, thus depriving Plaintiff
2 and Class Members of all meal and rest period premiums, overtime wages, vacation wages, and sick
3 pay wages earned. This violates Labor Code §§ 226.7, 227.3, 246, 510, 512, and 1194.

4 26. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff seeks the payment of all unpaid
5 overtime wages and liquidated damages for unpaid minimum wages, respectively, that Class Members
6 are owed for four years preceding the filing of this Action, according to proof.

7 **V.**

8 **SECOND CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

11 **(LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5, 1194, AND 1194.2;**

12 **IWC WAGE ORDER 4-2001)**

13 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth
14 herein.

15 28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants
16 failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and
17 IWC Wage Order 4-2001.

18 29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
19 were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order
20 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely,
21 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second
22 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were
23 not paid premium wages of one hour's pay at the correct rate for each missed first or second meal
24 period. Plaintiff and Class Members were required to clock out for their meal period before the end of
25 the fifth hour of work (to show a legally compliant meal period) and continue working, without
26 compensation. This also results in unpaid minimum and overtime wages, and a record keeping violation
27 for failing to record the actual start and stop times for meal periods. Altogether, this violates Labor
28 Code §§ 226.7, 512, 510, 1174, 1174.5, 1194, and 1194.2 and IWC Wage Order 4-2001.

30. Pursuant to Labor Code §§ 226.7, 510, 512, 1194, and 1194.2 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all meal period compensation, unpaid wages, and liquidated damages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

33. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Plaintiff and Class Members were completely denied the ability to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof but were not paid premium wages of one hour's pay for each missed rest period. Plaintiff and Class Members were frequently too busy to take a rest period, and they were simply not able to take them. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

34. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation and unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide 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 his 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. Defendants have failed to comply with Labor Code § 226(a).

37. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

38. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurately itemized wage statements, Plaintiff and Class Members have been injured because they are not able to ascertain all of the information required by Labor Code § 226(a). As a result, Plaintiff

1 and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of
2 all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee
3 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per
4 employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive relief,
5 pursuant to Labor Code § 226(h).

6 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

7 **VIII.**

8 **FIFTH CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

11 **(LABOR CODE §§ 201-203)**

12 39. Plaintiff incorporates paragraphs 1 through 38 of this Complaint as though fully set forth
13 herein.

14 40. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
15 due within 72 hours after resignation of employment or the day of termination of employment. Labor
16 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
17 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
18 or an action is commenced. The penalty cannot exceed 30 days of wages.

19 41. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
20 set forth in Labor Code §§ 201 and 202 in violation of Labor Code § 203. Plaintiff and Class Members
21 were not paid all wages due and owing throughout the course of their employment, as detailed above.
22 Consequently, at the time of their separation from employment with Defendants, they were not paid all
23 final wages due and owing for the entirety of their employment and were not paid all wages owed. This
24 violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members no
25 longer employed by Defendants.

26 42. More than 30 days have passed since Plaintiff and Class Members have left Defendants'
27 employ.
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43. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

46. Specifically, Plaintiff and Class Members were required to use their personal cellular phone to clock in and out for their shifts and meal periods and communicate with Defendants, as well as launder their company uniform, all without reimbursement from Defendants.

47. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

48. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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X.

SEVENTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

49. Plaintiff incorporates paragraphs 1 through 48 of this Complaint as though fully set forth herein.

50. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

51. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

52. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

53. Wage and hour laws express fundamental public policies. Properly providing employees with all wages and expense reimbursement due are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

54. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all

persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

55. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 *et seq.* of the Business & Professions Code.

56. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 *et seq.* of the Business & Professions Code.

57. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

58. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants have unlawfully failed to pay.

XI.

EIGHTH CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

59. Plaintiff incorporates paragraphs 1 through 58 of this Complaint as though fully set forth herein.

60. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants on behalf of

all other non-exempt employees employed by Defendants between February 6, 2025 and the present (“Aggrieved Employees”).

61. For each such violation, Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

62. Penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

63. On February 6, 2026, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 6, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid overtime wages due to Plaintiff and Class Members;
2. For liquidated damages, pursuant to Labor Code § 1194.2, in the amount of all unpaid minimum wages due to Plaintiff and Class Members;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

4. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;
5. For reimbursement of all expenses incurred by Plaintiff and Class Members, pursuant to Labor Code § 2802;
6. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
7. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
8. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
9. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
11. An award of prejudgment and post-judgment interest;
12. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 1198, 2802, and other applicable law;
13. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2802, and other applicable law; and
14. Such other and further relief as this Court may deem just and proper.

Dated: April 13, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: 
EVAN S. GAINES
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: April 13, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: 
EVAN S. GAINES
Attorneys for Plaintiff

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_____ (For messenger) my business address is:

Agent for Service of Process for Fast Action Pest Control

 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

I certify that the above document was printed on recycled paper.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 13, 2026, at Westlake Village, California.

Evan S. Gaines, Esq.