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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MATTHEW GARZA, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

SUNSET DISTRIBUTING, LLC, a Tennessee limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV30446

CLASS ACTION

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES, PENALTIES, AND INJUNCTIVE RELIEF FOR:

(1) VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512;

(2) VIOLATION OF LABOR CODE SECTION 2802;

(3) VIOLATION OF LABOR CODE SECTION 226;

(4) VIOLATION OF LABOR CODE SECTIONS 201-204;

(5) VIOLATION OF LABOR CODE SECTION 2698 *et seq.*;

(6) BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiff Matthew Garza ("Plaintiff") hereby submits their Class Action and Representative Action Complaint for Damages, Penalties, and Injunctive Relief against Defendants Sunset Distributing, LLC and DOES 1 through 50, inclusive (collectively, "Defendants"), on behalf of themselves and the Class of other similarly situated current and former employees of Defendants for meal period and rest break wages, reimbursements, and penalties as follows:

INTRODUCTION

1. This class and representative action is brought pursuant to Labor Code sections 201 to 204, 226, 226.7, 512, 2698 *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")), 2802, the applicable Wage Order of the Industrial Welfare Commission ("IWC") (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and Business and Professions Code section 17200 *et seq.* (Unfair Competition Law ("UCL")).

2. This Complaint challenges Defendants' systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code and Business and Professions Code against the identified class of employees.

3. Plaintiff is informed and believes and thereon alleges Defendants joint and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to reimburse necessary work-related expenses; (3) failing to provide accurate wage statements; (4) failing to pay all wages due and owing upon termination of employment; and (5) engaging in unfair or unlawful business practices.

JURISDICTION AND VENUE

4. This class action is brought pursuant to California Code of Civil Procedure section 382. The representative action is brought pursuant to PAGA. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The damages sought by Plaintiff individually are less than $75,000.00.

5. This Court has jurisdiction over this action pursuant to California Constitution,

Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 512, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants as an hourly-paid, nonexempt employee within the statutory time period, and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant Sunset Distributing, LLC is a limited liability company licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents,

partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

13. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7, 512, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

CLASS ACTION ALLEGATIONS

14. Definition: Plaintiff seeks class certification pursuant to California Code of Civil Procedure section 382 of a class of all current and former hourly-paid, nonexempt employees who worked for Defendants in California during the period from September 24, 2022, to the present, including the following Subclasses:

(a) Meal Period Subclass: all hourly-paid, nonexempt employees of Defendants who worked one or more shifts in excess of six (6) hours in California during the period from September 24, 2022, to the present;

As an alternative to Subclass (a): all hourly-paid, nonexempt employees of Defendants who worked one or more shifts in excess of six (6) hours in California without receiving a 30-minute break during which they were relieved of all duties, during the period from September 24, 2022, to the present;

(b) Rest Break Subclass: all hourly-paid, nonexempt employees of Defendants who worked one or more shifts of three and one-half (3.5) hours or more in California during the period from September 24, 2022, to the present;

As an alternative to Subclass (b): all hourly-paid, nonexempt employees of Defendants who worked one or more shifts of three and one-half (3.5)

hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period September 24, 2022, to the present;

(c) **Wage Statement Subclass**: all non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of September 24, 2023, to the present;

(d) **Terminated Employee Subclass:** all non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of September 24, 2023, to the present;

(e) **Reimbursement Subclass**: all non-exempt employees of Defendants who worked in California, and incurred business expenses for which they were not reimbursed, at any time during the period of September 24, 2022, to the present;

15. **Numerosity:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

16. **Adequacy of Representation**: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

17. Defendants administered a corporate policy, practice and/or procedure of (1) failing to provide meal periods and rest breaks; (2) failing to reimburse necessary work-related expenses; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due and owing upon termination of employment; and (5) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and

designed intent to willfully withhold appropriate wages for work performed members of the Class.

18. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members meal periods and rest breaks, reimbursements, accurate wage statements, and wages upon termination of employment.

19. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code sections 201 to 204, 226, 226.7, 512, 2802, the applicable IWC Wage Order, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid all wages due and owing them upon termination. Plaintiff incurred work-related expenses that were not reimbursed, including expenses incurred through the required use of a personal cell phone for work purposes.

20. The Labor Code upon which Plaintiff bases their claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

21. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each

individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

22. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to the adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

23. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of meal period and rest break premiums, reimbursements, and penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential damages.

24. Proof of a common business practice or factual pattern, which Plaintiff experienced and is representative of, will establish the right of each Class Member to recovery on the causes of action alleged herein.

25. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. This action is brought for the benefit of the entirety of all Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

REGARDING MEAL PERIOD AND REST BREAK WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND SUBCLASSES (a), (b), (c), and (d))

26. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 as though fully set forth herein.

27. At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (c), and (d) had the right to take a 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-minute meal period for every five (5) hours worked.

28. As a pattern and practice, Defendants at times did not actively relieve Plaintiff and the Class and Subclasses (a), (b), (c), and (d) of duty for meal periods and rest breaks, did not provide timely meal periods and rest breaks, and did not provide proper compensation for this failure.

29. Defendants' policy of failing to provide Plaintiff and the Class and Subclasses (a), (b), (c), and (d) with all legally-mandated meal periods and rest breaks is a violation of California law.

30. Defendants willfully failed to pay employees whom they did provide the opportunity to take meal periods and rest breaks the premium compensation set out in Labor Code section 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses (a), (b), (c), and (d) are owed wages for meal period and rest break premiums as set forth above.

31. Such a pattern, practice and administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a), (b), (c), and (d) identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code section 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2802

REGARDING BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND SUBCLASSES (c), (d), and (e))

32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as though fully set for herein.

33. At all times relevant herein, Defendants were required to indemnify their employees for all necessary expenditures or losses incurred in direct consequence of the discharge of the employees' duties, or of the employees' obedience to the directions of the employer pursuant to California Labor Code § 2802.

34. In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and the Class and Subclasses (c), (d), and (e) for all necessary work-related expenses, including, but not limited to, the required use of personal cell phones for work related phone calls.

35. Such a pattern, practice and administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses (c), (d), and (e) in a civil action, for all damages and/or penalties pursuant to Labor Code § 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

36. Defendants' willful failure to provide Plaintiff and the Class and Subclasses (c), (d), and (e) the wages due and owing them upon separation from employment results in continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

REGARDING RECORD KEEPING

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND ALL SUBCLASSES)

37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as though fully set forth herein.

38. At all times relevant herein, Defendants were required to maintain accurate records pursuant to the mandate of Labor Code section 226.

39. In violation of Labor Code section 226, Defendants failed in their affirmative obligation to keep *accurate* records for their California employees. For example, as a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records of Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, and net wages earned. Defendant also identified meal premium payments on employee paystubs as regular wages paid for hours worked, rather than correctly identifying the payments as premium pay. Plaintiff received at least one such wage statement during their employment with Defendants.

40. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties pursuant to Labor Code section 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 201 to 204

REGARDING WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND ALL SUBCLASSES)

41. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as though fully set for herein.

42. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code sections 201 to 204.

43. As a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

44. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by managerial employees of Defendants.

45. Defendants' willful failure to provide Plaintiff and the Class and all Subclasses the wages due and owing them upon separation from employment results in a continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code section 203.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as though fully set forth herein.

47. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of themself or themselves, and other current or former employees.

48. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as

permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor do they, seek class certification of the PAGA claims under Code of Civil Procedure section 382.

49. On July 21, 2026, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated, and the theories supporting their contentions. To date, they have not received a response.

50. Plaintiff and the other non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Provide Meal Periods and Rest Breaks

51. At all times relevant herein, Defendants were required to provide authorize and permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of Labor Code sections 226.7, 512, and 558.

52. During the relevant time period, Defendants failed to provide all required meal periods and rest breaks to Plaintiff and other aggrieved employees. Specifically, Defendants failed to advise employees of the right to take third meal periods for shifts of 15 hours in length or more, and fourth rest breaks for shifts over 14 hours in length, failed to provide any reasonable opportunity to take third meal periods and fourth rest breaks, and failed to relieve employees of duty for third meal periods and fourth rest breaks. Despite these facts, Defendants failed to pay meal period and rest break premium wages for missed or inadequate meal periods and rest breaks.

Failure to Timely Pay Wages During Employment

53. At all times relevant herein, Defendants were required to pay their employees within the time limits specified under Labor Code sections 203.1 and 204.

54. During the relevant time period, Defendants failed to pay Plaintiff and other

aggrieved employees all wages due to them within the time period specified by Labor Code section 204, including as outlined above.

Failure to Timely Pay Wages During and Upon Termination of Employment

55. At all times relevant herein, Defendants were required to pay their employees in a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

56. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved employees all wages due them within the time periods specified by Labor Code sections 201-204 during and upon termination of employment.

Failure to Provide Complete and Accurate Wage Statements

57. At all times relevant herein, Defendants were required to keep *accurate* records regarding their California employees pursuant to the mandate of Labor Code sections 226 and 1174(d), and to produce records upon request within the time required by Labor Code section 226(c).

58. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other similarly-situated current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other similarly-situated current and former employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate. Defendant also identified meal premium payments on employee paystubs as regular wages paid for hours worked, rather than correctly identifying the payments as premium pay.

Failure to Reimburse Necessary Work-Related Expenses

59. At all times relevant herein, Defendants were required reimburse employees for necessary work-related expenses pursuant to the mandate of Labor Code section 2802.

60. During the relevant time period, Defendants failed to reimburse Plaintiff and other aggrieved employees for the full amount of business expenses, including expenses incurred through the required use of personal cell phones for work-related phone calls.

Penalties

61. Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

62. Penalties under California Labor Code section 2699 in the amount of up to two hundred dollars ($200) for each aggrieved employee per pay period.

63. Penalties in the amount of $25 per employee per pay period for inaccurate wage statements, $250 per employee for missing wage statements, and $750 for failure to produce records upon request;

64. Penalties under Labor Code section 558 in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

65. Penalties under Labor Code section 210 of $100 for the first violation of section and $200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld;

66. Penalties under Labor Code section 2699 in the amount of $25 per employee per pay period for inaccurate wage statements, $250 per employee for missing wage statements, and $750 for any failure to produce records upon request;

67. Penalties under Labor Code section 2802(d) in an amount sufficient to recover unreimbursed business expenses.

68. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes;

69. Injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein; and

70. Attorneys' fees and costs as permitted by law.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq*.

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND ALL SUBCLASSES)

71. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 70 as though fully set for herein.

72. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all meal period and rest break wages, (2) accurate wage statements, (3) all wages due and owing upon termination of employment, and (4) reimbursements.

73. Defendants' utilization of such business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

74. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

75. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code section 17200 *et seq*., including those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

76. Plaintiff seeks, on their own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representative of the Class as described herein;

3. For an order appointing counsel for Plaintiff as counsel for the Class;

4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for reimbursements, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;

8. Upon the Fifth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code section 2698 *et seq*., for Defendants' violations of Labor Code sections 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 512, 558, 1174(d), and 2802, and the appliable IWC Wage Order, and for injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200 *et seq*.; and

10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, PAGA, 2802, and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: September 24, 2026

YOON LAW, APC

Kenneth H. Yoon
Attorneys for Plaintiff Matthew Garza

DEMAND FOR JURY TRIAL

Plaintiff, for themself and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: September 24, 2026

YOON LAW, APC

Kenneth H. Yoon
Attorneys for Plaintiff Matthew Garza