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Attorney for Plaintiff
Julian Chaparro, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., a California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848

Assigned to the Hon. Jane Gaskell, Dept. 17

NOTICE OF UNOPPOSED MOTION AND MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES AND COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND ENTERING JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date: To Be Set By Court 2/10/2027
Time: To Be Set By Court 3:00 pm
Dept.: 17

Complaint Filed: February 3, 2026

PLEASE TAKE NOTICE THAT on a date and at a time to be set by the Court, or as soon thereafter as the matter may be heard, in Department 17 of the above-entitled Court, located at 3035 Cleveland Avenue, Santa Rosa, California 95403, the Honorable Jane Gaskell presiding, Plaintiff Julian Chaparro ("Plaintiff") will and hereby does move unopposed for an Order: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.) ("PAGA") set forth in the parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"); (2) appointing Phoenix Settlement Administrators as the Settlement Administrator and approving payment of its fees not to exceed $2,995.00 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement, including PAGA Penalties of $37,840.50 allocated 65% to the Labor and Workforce Development Agency and 35% to the Aggrieved Employees; (4) directing payment of attorneys' fees of $21,664.50 and litigation costs not to exceed $2,500.00 from the Gross Settlement Amount to Counsel for Plaintiff; and (5) entering Judgment consistent with the Settlement Agreement. Plaintiff is not seeking an enhancement or service payment.

This Motion is made pursuant to Labor Code section 2699, subdivision (s)(2), and will be based on this Notice, the supporting Memorandum of Points and Authorities, the parties' PAGA Settlement Agreement, the Declaration of Naveed Halavi and the exhibits thereto, the Declaration of Julian Chaparro, the Declaration of Jodey Lawrence of Phoenix Settlement Administrators, the [Proposed] Order and Judgment to be submitted in accordance with the Court's procedures, the documents and records on file in this matter, and such additional arguments, authorities, evidence, and other matters as may be presented by the Parties hereafter. Pursuant to Labor Code section 2699, subdivision (s)(2), the Settlement Agreement and this Motion are being submitted to the Labor and Workforce Development Agency at the same time they are submitted to the Court.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Julian Chaparro ("Plaintiff"), an "aggrieved employee" under the Labor Code's Private Attorneys General Act of 2004 ("PAGA"), respectfully moves this Court for an Order granting approval of the proposed Settlement of the above-captioned lawsuit against Defendants Fishetarian Fish Market, Inc. ("Fishetarian") and Dana Larae Lucas (together, "Defendants"). The proposed Settlement will dispose of the Released PAGA Claims asserted on behalf of Plaintiff and approximately 60 current and former non-exempt employees who worked approximately 1,187 biweekly pay periods for Fishetarian in California between October 13, 2024 and the date of the Court's approval (the "PAGA Period") (the "Aggrieved Employees"). Those figures reflect Defendants' records as of the July 16, 2026 mediation (Settlement Agreement, § 4.1); because the PAGA Period runs through approval, the final pay-period count will be confirmed from the Aggrieved Employee Data Defendants must deliver to the Settlement Administrator within 30 days after approval. (Settlement Agreement, § 4.2; Declaration of Naveed Halavi ("Halavi Decl.") para. 15.)

Plaintiff alleged meal period, rest period, overtime, wage statement, final pay, and recordkeeping violations under Labor Code sections 226.7, 512, 510, 1194, 1198, 226, 201 through 203, and 1174 and IWC Wage Order 5-2001, as detailed in Section II.B below. Under the penalty structure that governs this action, the default civil penalty is $100 per aggrieved employee per pay period, subject to the statute's $25, $50, and $200 exceptions and its percentage limitations (Lab. Code, § 2699, subds. (f)(2)(A), (g), (h)), and the unadjusted aggregate benchmark across the theories discussed below is approximately $214,364, before applying the restrictions on cumulative recovery in subdivision (i). Defendants deny that any Aggrieved Employee suffered a Labor Code violation and deny that Plaintiff or the Aggrieved Employees are entitled to recover any civil penalties.

The primary issue is whether the Settlement is fair, adequate, and reasonable. It is: the Settlement is the product of arm's-length negotiations before an experienced mediator, by counsel

experienced in wage and hour representative litigation, after an investigation that analyzed 1,601 shifts from Defendants' own timesheets, and it reflects a reasoned compromise based on the relative strength and value of the PAGA claim and the risks, expense, and likely duration of further litigation.

The value achieved may be gleaned from the fact that the Labor and Workforce Development Agency ("LWDA") and the approximately 60 Aggrieved Employees will receive PAGA Penalties of $37,840.50, allocated 65% ($24,596.33) to the LWDA and 35% ($13,244.17) to the Aggrieved Employees as Labor Code section 2699, subdivision (m) requires. That penalty component is approximately 30.6% of counsel's realistic uncapped valuation and slightly exceeds what the LWDA and the Aggrieved Employees would likely recover if Defendants prevailed outright on their asserted, and disputed, 30% limitation under section 2699, subdivision (h)(1). Every dollar paid to Aggrieved Employees is a recovery they would not otherwise receive, as employees do not bring individual actions for PAGA penalties alone. Plaintiff respectfully requests that the Court enter the requested Order and Judgment.

II. STATEMENT OF THE CASE AND THE SETTLEMENT

A. The Parties

Fishetarian operates a restaurant and fish market at 599 Highway 1 in Bodega Bay, Sonoma County, California, where it employed Plaintiff. Defendant Lucas is alleged to be an owner, officer, director, or managing agent of Fishetarian within the meaning of Labor Code section 558.1. (Halavi Decl. para. 6.) Plaintiff was employed by Fishetarian from approximately June 2019 through July 7, 2025 as a non-exempt hourly employee, most recently at $20.00 per hour, paid biweekly. (Halavi Decl. para. 7; Declaration of Julian Chaparro ("Chaparro Decl.") para. 2.) The Aggrieved Employees are all current and former non-exempt California employees of Defendants who worked during the PAGA Period. (Settlement Agreement, §§ 1.4, 1.21; Halavi Decl. para. 8.)

B. The Claims Asserted

Plaintiff alleged that Defendants failed to (1) provide compliant meal periods or pay

premium wages, in violation of Labor Code sections 226.7 and 512; (2) authorize and permit compliant rest periods or pay premium wages, in violation of Labor Code section 226.7 and IWC Wage Order 5-2001 (Cal. Code Regs., tit. 8, § 11050, subd. 12); (3) pay all overtime wages, in violation of Labor Code sections 510, 1194, and 1198; (4) furnish accurate itemized wage statements, in violation of Labor Code section 226; (5) timely pay all wages due at separation, in violation of Labor Code sections 201 through 203; and (6) maintain accurate payroll records, in violation of Labor Code section 1174, along with a representative claim for civil penalties under Labor Code section 2699 and individual causes of action. (Halavi Decl. para. 9.) The PAGA claim is governed by Labor Code section 2699 as amended in 2024, because Plaintiff's PAGA Notice was filed after June 19, 2024.

C. Procedural Posture

Plaintiff initiated the PAGA administrative notice process on October 13, 2025, by submitting his PAGA Notice by online submission to the LWDA, with the required $75.00 filing fee, and by certified mail to Fishetarian, outlining the facts and theories underlying his claims. The LWDA assigned Case No. LWDA-CM-1131347-25 and confirmed receipt the same day. (Halavi Decl. para. 10, Exs. A, B.) The statutory period lapsed without the LWDA notifying Plaintiff of an intent to investigate. (Halavi Decl. para. 11.) Plaintiff filed his Complaint on February 3, 2026, and Defendants answered on April 23, 2026. Plaintiff served form interrogatories, special interrogatories, and requests for production on April 30, 2026. (Halavi Decl. para. 12, Ex. F.)

Plaintiff will submit the proposed Settlement Agreement to the LWDA online at the same time it is submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2). The actual submission and service will be supported by a completed declaration after those acts occur. (Halavi Decl. para. 13.)

D. Plaintiff's Counsel's Investigation and the Aggrieved Employee Pool

Counsel for Plaintiff engaged in informal discovery specifically targeted at evaluating the strength and value of the PAGA claims. (Halavi Decl. para. 14.) Counsel obtained and reviewed:

(i) Plaintiff's wage statements and employment records; (ii) Defendants' written meal, rest, overtime, and reimbursement policies, including the handbook in effect during most of the PAGA Period and the replacement handbook adopted in January 2026; (iii) an employee roster produced on June 25, 2026 identifying every individual within the Aggrieved Employee definition with dates of employment and pay periods worked; (iv) Defendants' verified informal discovery responses stating the total pay periods, average hourly rate, and premiums paid during the PAGA Period; (v) timekeeping records for a 10-employee sample spanning October 13, 2024 through December 14, 2025; and (vi) wage statements for the sampled employees. (Halavi Decl. para. 14.)

From that production, counsel determined the composition of the Aggrieved Employee pool with precision. The roster contains 61 rows including a totals row, identifying 60 distinct individuals who worked at least one day during the PAGA Period. The LWDA intake entry estimated 20 impacted employees, but the October 13, 2025 notice defined the aggrieved group without a numerical cap; the later defense roster identified 60. (Halavi Decl. para. 15, Exs. A, B-6.) Defendants' response to informal discovery request No. 2 states 1,187 total biweekly pay periods during the PAGA Period, a figure that ties to the roster's own total. Response No. 3 states an average hourly rate of $22.05, which counsel verified against the roster's mean. Termination dates on the roster show approximately 28 of the 60 employees separated during the PAGA Period. The population is paid biweekly, so the average employee worked approximately 19.8 pay periods during the PAGA Period, and the 50% reduction for weekly-paid employees under Labor Code section 2699, subdivision (o) does not apply. These figures are as of the July 16, 2026 mediation. The Settlement Agreement contains no escalator, and the Gross Settlement Amount is fixed, so any growth in pay periods through the approval date will be absorbed within the per-pay-period allocation rather than change the fund. (Settlement Agreement, §§ 3.1, 4.1; Halavi Decl. para. 15.)

Counsel then tested the claims against the sample. The 10 sampled employees are approximately 16.7% of the pool and their 201 pay periods are approximately 16.9% of all pay periods. Counsel extracted 1,601 worked shifts from the sampled timesheets and coded each of

the 1,334 shifts over five hours for facial meal period compliance. That analysis identified 209 facially non-compliant shifts (15.7%): 85 with no meal period recorded, 87 with a meal period beginning after the end of the fifth hour, and 37 with a meal period shorter than 30 minutes. Grouped into pay periods, 54.2% of sampled pay periods contained at least one violative meal period, and 43.8% contained a violation on a shift over six hours, where no waiver defense is available. Ninety-nine percent of sampled pay periods contained at least one shift over six hours on which two rest periods were due. Of the 20 premium payments visible in the sampled records, only one predated the October 13, 2025 PAGA Notice. (Halavi Decl. paras. 16-17.) Based on counsel's experience litigating similar representative wage and hour claims, the degree of investigation conducted and the amount of data obtained were sufficient to determine the potential value of the PAGA claim and to evaluate its strength for purposes of settlement. (Halavi Decl. para. 18.)

E. Settlement Negotiations

On July 16, 2026, the Parties participated in a full-day mediation with respected mediator David Sarnoff, Esq. of Signature Resolution. During the mediation, the Parties engaged in arm's-length negotiations and reached agreement on a resolution of the PAGA claims asserted in the Action, as well as Plaintiff's individual claims in exchange for a general release by way of a separate, confidential agreement. (Halavi Decl. para. 19.)

F. The Proposed Settlement

The Parties jointly prepared and executed the PAGA Settlement Agreement, attached to the Halavi Declaration as Exhibit C. Its key terms are as follows:

1. Defendants agree to settle the PAGA claims for the payment of Sixty-Five Thousand Dollars ($65,000.00) (the "Gross Settlement Amount"), which is all-inclusive, encompassing (i) all payments to the LWDA and Aggrieved Employees, (ii) all costs of third-party administration, and (iii) Plaintiff's Counsel's attorneys' fees and costs. None of it reverts to Defendants. (Settlement Agreement, §§ 1.12, 3.1.)

2. The total sum available for PAGA Penalties is calculated by deducting $21,664.50

for Plaintiff's Counsel's fees, up to $2,500.00 for costs, and up to $2,995.00 for administration, yielding $37,840.50. Sixty-five percent (65%), or $24,596.33, shall be distributed to the LWDA, and thirty-five percent (35%), or $13,244.17, to the Aggrieved Employees. (Settlement Agreement, §§ 3.2.1-3.2.3.) The signed Agreement currently directs any lesser fee, cost, or administration amount solely to Aggrieved Employees. Plaintiff seeks approval of the stated fee, cost, and administration amounts. If the Court approves a lesser deduction, Plaintiff requests that disposition of the difference be reserved for further order under Labor Code section 2699, subdivision (m), before the Administrator distributes it. (Id., §§ 3.2.1, 3.2.2, 3.2.3.2.)

3. All Aggrieved Employees will receive a pro rata share of the $13,244.17 based on the number of pay periods each worked during the PAGA Period. (Settlement Agreement, § 3.2.3.1.) Although the final calculations will not be made until the Administrator receives the Aggrieved Employee Data after approval, a rough estimate of the value may be gleaned from the fact that an equal division would provide about $220.74 to each of the 60 Aggrieved Employees, net of payments to the LWDA, the Administrator, and attorneys' fees and costs. On the pay-period formula, each pay period worked is worth approximately $11.16, so an employee who worked 26 biweekly pay periods (an illustrative year) would receive approximately $290.10, and amounts will vary with tenure. No claim form is required. (Halavi Decl. paras. 26-27.)

4. In exchange, Defendants and the Released Parties receive a release from each Aggrieved Employee limited to claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint or the PAGA Notice, for violations alleged to have occurred during the PAGA Period. The release becomes effective only upon Defendants' full funding of the Gross Settlement Amount. (Settlement Agreement, §§ 5, 5.2.) In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985-986, the Judgment will bind the LWDA and the Aggrieved Employees as to the Released PAGA Claims only.

5. Settlement administration, paid from the Gross Settlement Amount, will not exceed $2,995.00, which is Phoenix Settlement Administrators' not-to-exceed quote for this 60-person, no-claim-form administration. (Declaration of Jodey Lawrence ("Lawrence Decl.") para.

22, Ex. B; Halavi Decl. para. 28.)

6. Plaintiff's Counsel seeks attorneys' fees of $21,664.50 (33.33% of the fund) and litigation costs not to exceed $2,500.00. (Settlement Agreement, § 3.2.1.)

7. Funds represented by checks uncashed 180 days after mailing will be transmitted to the State Controller's Unclaimed Property Fund in the name of the respective Aggrieved Employee. (Settlement Agreement, § 4.4.3.)

8. Separately from and in addition to the Gross Settlement Amount, Defendants will reimburse the $6,750.00 mediation fee Plaintiff advanced. (Settlement Agreement, § 3.3.)

Plaintiff has also entered into a full general release, which is far broader than the release by the other Aggrieved Employees. The Aggrieved Employees release only limited PAGA civil penalty claims, while Plaintiff releases all claims he asserts or could assert against Defendants. No other Aggrieved Employee is subject to that release. The PAGA Settlement Agreement itself contains Plaintiff's general release and Civil Code section 1542 waiver, effective upon full funding of the Gross Settlement Amount. (Settlement Agreement, §§ 5, 5.1, 5.1.1.) The separate individual settlement provides $10,000.00, apart from the Gross Settlement Amount, to resolve Plaintiff's individual claims; it is not part of the amount to be approved and does not reduce the PAGA fund. Under the separate executed agreement, payment is conditioned on finality of the PAGA Judgment. The aggregate consideration under both agreements totals $75,000.00, plus the $6,750.00 mediation fee reimbursement. (Halavi Decl. para. 30.)

III. LEGAL ARGUMENT

A. Standards for Approval of a PAGA Settlement

The settlement of a PAGA claim requires court approval: "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part," and "[t]he proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (s)(2).)

Although the statute does not prescribe the criteria, courts evaluate whether the settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law

violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77, disapproved on another ground in Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664, 710; see Williams *v. Superior Court* (2017) 3 Cal.5th 531, 545-546.) Because many of the factors used to evaluate class settlements bear on fairness, including the strength of the plaintiff's case, the risk, the stage of the proceedings, the complexity and likely duration of further litigation, and the settlement amount, those factors are useful in evaluating a PAGA settlement. (Moniz, at p. 77; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128-130.) The court's focus is whether the plaintiff "has adequately represented the state's interests, and hence the public interest." (Moniz, at p. 88.)

Not every class action requirement applies, however. Binding authority establishes the premise: a PAGA representative action is not a class action and "need not satisfy class action requirements." (*Arias, supra*, 46 Cal.4th at p. 975; accord, *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 87.) Neither decision addresses rule 3.769 by name, but the rule by its terms applies to "[a] settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party" (Cal. Rules of Court, rule 3.769(a)), and no class has been alleged or certified here; Plaintiff sues as the state's proxy. Plaintiff therefore submits that the procedure the Legislature prescribed for PAGA settlements, court review and approval with concurrent LWDA submission under section 2699, subdivision (s)(2), governs, and that rule 3.769 does not of its own force require a separate preliminary approval step. In the alternative, should the Court prefer a two-step procedure, Plaintiff requests that the Court treat this Motion as one for preliminary approval and set a further hearing on whatever schedule it deems appropriate. (Settlement Agreement, §§ 6.3, 10.6.)

B. The Settlement Meets All the Criteria for Approval

1. Arm's-Length Negotiation and Informed Evaluation Support Fairness

The Court must independently determine whether this PAGA settlement is fair, reasonable, and adequate in light of PAGA's public-enforcement purposes. (Moniz v. Adecco

USA, Inc. (2021) 72 Cal.App.5th 56, 76–78.) The parties' arm's-length mediation, counsel's informed investigation and experience, and the realistic risks of continued litigation support approval here. These factors are useful analogies to class-settlement review, but the class-action presumption described in Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 does not automatically govern this PAGA-only action. (Halavi Decl. paras. 2–5, 14–24.)

2. The Relative Strength of the PAGA Claim, and the Realistic Range of Outcomes, Favor Approval

Defendants contend they acted within the requirements of California law as to all Aggrieved Employees, that not every pay period involved a violation subject to civil penalties, that employees voluntarily waived meal periods on shorter shifts, and that the rest period claim would turn on competing employee testimony because rest periods were not recorded. Defendants further maintain that any award would be limited to 30% of the penalties sought under Labor Code section 2699, subdivision (h)(1), which applies where the employer took all reasonable steps to prospectively comply within 60 days after receiving the PAGA notice; Defendants point to their post-notice meal premium payments and to the corrected handbook adopted in January 2026. Plaintiff disputes that Defendants took all reasonable steps within the statutory period. The January 2026 handbook and limited premium payments must be evaluated together with the timing of any compliance measures initiated within 60 days after receipt of the notice. A later handbook date or continued violations alone does not resolve that issue. (Lab. Code, § 2699, subd. (h)(2).) The 15% limitation of subdivision (g)(1) is not realistically available to Defendants, because it requires all reasonable compliance steps before receipt of the notice, and the record shows a facially defective handbook and only one premium payment before the notice. Defendants also maintain that the Court could and would reduce any award under subdivision (e)(2) as unjust, arbitrary and oppressive, or confiscatory. (Halavi Decl. paras. 21, 23; see *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529.)

Against those defenses, the range of realistic litigation outcomes was defined by an unadjusted aggregate benchmark of approximately $214,364, computed at the $100 default

penalty per pay period under section 2699, subdivision (f)(2)(A) (and the $25 exception for wage statements) before applying the restrictions on cumulative recovery in subdivision (i): meal periods approximately $64,370 (the 54.2% observed rate applied to 1,187 pay periods); rest periods approximately $117,519 (a 99% policy-based rate); wage statements approximately $29,675; and waiting time approximately $2,800 (approximately 28 separations). This aggregate is not a measure of penalties cumulatively recoverable after application of subdivision (i). Discounting the unrecorded rest claim to a 50% rate and assigning no value to the derivative theories in light of the amended statute's limits, counsel's realistic uncapped valuation is approximately $123,720 and a conservative valuation is approximately $81,643, using an assumed 25% rest-violation scenario rather than a measured rest-violation rate. If Defendants prevailed on their disputed 30% position, the realistic recovery would fall to approximately $37,116; the 15% figure of approximately $18,558 is presented only for completeness, because the pre-notice timing requirement of subdivision (g)(1) is not met on this record. (Halavi Decl. paras. 20-23.) A significant discount is warranted because the meal period claim, while well documented, would be met by waiver and cure arguments; the rest period claim depends on policy language and testimony rather than records; and the wage statement and waiting time theories are derivative. (Halavi Decl. para. 23.)

3. The Risk, Expense, and Complexity of Further Litigation Favor Approval

Continued litigation would require Plaintiff to obtain and analyze the full timekeeping and payroll data for all 60 employees, litigate the applicability and measure of the statutory caps, prove the rest period claim largely through testimony, and then collect any judgment from a single-location Bodega Bay restaurant, all with the delay and appellate risk that attend contested PAGA judgments. Those risks, balanced against a certain recovery that exceeds the recovery available under Defendants' asserted 30% position, weigh strongly in favor of approval. (Halavi Decl. paras. 22-24.)

4. The Benefits Conferred by the Settlement Favor Approval

The test is not the maximum amount the plaintiff might have obtained at trial, but whether

the settlement is reasonable under all the circumstances; a settlement amounting to a fraction of the potential recovery is not for that reason inadequate. (*Wershba, supra*, 91 Cal.App.4th at p. 250.) Here, after deductions for administration, fees, and costs, $37,840.50 will be paid out, of which $24,596.33 goes to the LWDA and $13,244.17 to the Aggrieved Employees, as section 2699, subdivision (m) requires. (Halavi Decl. paras. 26-27.) The penalty component equals approximately 17.7% of the unadjusted aggregate benchmark, 30.6% of the realistic valuation, 46.3% of the conservative valuation, and approximately 102% of the recovery available under Defendants' asserted 30% limitation; the Gross Settlement Amount equals approximately 30.3% of that benchmark and 52.5% of the realistic valuation. (Halavi Decl. para. 24.) The Settlement thus recovers significant monies for the State and for Aggrieved Employees which they otherwise would not receive.

5. The Scope of the Release Is Narrowly Tailored

Nonparty employees are bound by a PAGA judgment only as to civil penalties, not as to other remedies. (*Arias, supra*, 46 Cal.4th at p. 987.) The release here is limited accordingly, to PAGA civil penalty claims arising from the facts alleged in the Complaint and the PAGA Notice during the PAGA Period, and it excludes all other claims, including the individual claims of every Aggrieved Employee other than Plaintiff. (Settlement Agreement, § 5.2.) This factor favors approval.

6. The Experience and Views of Plaintiff's Counsel Favor Approval

Plaintiff's Counsel practices exclusively in labor and employment law, including PAGA representative actions. (Halavi Decl. paras. 2-5.) In counsel's view, the Settlement is fair, reasonable, and adequate, reflecting a reasoned compromise that accounts for risks capable of substantially reducing or eliminating recovery. (Halavi Decl. para. 29.)

7. The Extent of Discovery Completed and the Stage of the Proceedings Favor Approval

The relevant inquiry is whether the investigation and discovery conducted were sufficient to permit counsel and the Court to evaluate the settlement intelligently. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) Here, written discovery had been served, and the informal exchange

enabled counsel to identify every individual within the Aggrieved Employee definition, tabulate the pay periods at issue, compute violation rates directly from Defendants' timesheets, and assess Defendants' defenses. (Halavi Decl. paras. 14-18.)

8. Additional Factors Weigh in Favor of Approval

The Settlement is non-reversionary, requires no claim form, sends uncashed funds to the Controller in the employee's name, and includes no service payment. The Parties and their counsel have represented that no other pending matter asserts claims that would be extinguished or affected by the Settlement, and counsel is aware of no other PAGA notice concerning Fishetarian. (Settlement Agreement, § 2.5; Halavi Decl. para. 31.) (See generally *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664 [rights of plaintiffs in overlapping PAGA actions].) The proposed Order and Judgment approves the Settlement, enters Judgment, and retains jurisdiction to enforce the Agreement, and Plaintiff will submit the Judgment to the LWDA within 10 days after entry. (Lab. Code, § 2699, subd. (s)(3).)

IV. PLAINTIFF'S COUNSEL IS ENTITLED TO RECOVER REASONABLE FEES AND COSTS

A. Counsel Is Entitled to Fees and Costs as a Matter of Right

Labor Code section 2699, subdivision (k)(1), authorizes an award of reasonable attorney's fees and costs in a PAGA action. Reasonableness requires scrutiny of the time actually spent, the hourly rate, the result achieved, and the risks counsel assumed. (Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132–1136.) Counsel handled this matter on a contingent basis and seeks less than the unenhanced lodestar. (Halavi Decl. paras. 32–36.)

B. The Lodestar Supports the Requested Fee

Exhibit D to the Halavi Declaration summarizes 54.0 hours of attorney time across eight task categories. At counsel's stated standard rate of $500 per hour, the unenhanced lodestar is $27,000. The requested $21,664.50 is $5,335.50 below that amount, or approximately 0.8024 times the lodestar; no upward multiplier is sought. The declaration describes counsel's credentials, exclusive employment-law practice, representative wage-and-hour work, and the

specific work performed here. (Halavi Decl. paras. 2–5, 35–36, Ex. D.)

The results and risks also support the requested amount: a non-reversionary $65,000 fund for 60 employees, no service award, and $37,840.50 allocated to PAGA penalties at the full requested deductions. Counsel negotiated the penalty recovery before fixing the fee, cost, and administration components, and any lesser court-approved deduction must be handled consistently with Labor Code section 2699, subdivision (m). (Settlement Agreement, § 3.2.1; Halavi Decl. paras. 31–35.)

C. The Percentage Comparison Also Supports Reasonableness

The $21,664.50 request also equals 33.33% of the $65,000 gross fund and is $2.17 below one-third. That percentage is a comparison and the negotiated ceiling, not an independent PAGA-only entitlement. Laffitte v. Robert Half International Inc. (2016) 1 Cal.5th 480, 503–506 approved a percentage method in a class common-fund settlement; its class holding does not replace the reasonable-fee inquiry under Labor Code section 2699, subdivision (k)(1). The $27,000 unenhanced lodestar independently supports the smaller request.

The $500 rate is counsel's stated standard rate for matters of this kind. Counsel's education, years of practice, employment-law focus, representative-case experience, and case-specific work are set out in the Halavi Declaration. The Court may review counsel's actual hours and rate evidence in assessing the fee. (Halavi Decl. paras. 2–5, 36.)

D. Counsel's Request for Costs Is Reasonable

Counsel requests a litigation cost allowance not to exceed $2,500.00 under the Settlement Agreement. Documented costs to date total $1,057.13; the remaining $1,442.87 is reserved for anticipated additional filing and related litigation expenses. Exhibit E itemizes the LWDA filing fee, court filing and jury deposit charges, electronic filing charges, appearance counsel, and a $101.25 mediation payment processing fee. The $6,750.00 mediation fee is excluded because Defendants reimburse it separately outside the fund. (Settlement Agreement, § 3.3; Halavi Decl. para. 37.) The $1,442.87 balance is an allowance for anticipated expenses, not an expense already incurred; counsel requests reimbursement only after a supplemental sworn itemization or court-

approved reconciliation, with any unused balance remaining in the fund pending further court direction on allocation under Labor Code section 2699, subdivision (m). The documented costs were reasonably incurred for the benefit of the Aggrieved Employees and the State.

E. The Settlement Administration Expenses Are Reasonable

Phoenix Settlement Administrators, a reputable administrator appointed in state and federal courts, submitted a competitive line-item bid of $2,995.00, not to exceed, equal to 4.6% of the fund. (Lawrence Decl. paras. 2-7, 20-22, Exs. A, B.) Any unspent administration allowance remains in the fund pending further court direction on allocation under Labor Code section 2699, subdivision (m). (Settlement Agreement, § 3.2.2.)

V. CONCLUSION

The Settlement Agreement is fair, adequate, and reasonable, representing a reasoned compromise obtained through arm's-length negotiations on a fully developed record. Plaintiff respectfully requests that this Court, as set forth in the proposed Order and Judgment: (1) grant approval of the Settlement Agreement pursuant to Labor Code section 2699, subdivision (s)(2); (2) appoint Phoenix Settlement Administrators as the Settlement Administrator and approve its fees up to $2,995.00; (3) approve attorneys' fees to Plaintiff's Counsel of $21,664.50; (4) approve Plaintiff's Counsel's costs in an amount not to exceed $2,500.00; (5) direct disbursement of the PAGA Penalties of $37,840.50 to the LWDA and the Aggrieved Employees as provided in the Settlement Agreement; and (6) enter Judgment consistent with the Settlement Agreement.

HALAVI LAW, INC.

DATED: September 30, 2026

By: _____
NAVEED HALAVI
Attorney for Plaintiff
Julian Chaparro

Naveed Halavi (SBN: 336945)
Halavi Law, Inc.
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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/30/2026 4:16 PM
By: Angela Rubiano, Deputy Clerk

Attorney for Plaintiff

Julian Chaparro, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., a California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848
Assigned to the Hon. Jane Gaskell, Dept. 17

DECLARATION OF NAVEED HALAVI IN SUPPORT OF UNOPPOSED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES AND COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND ENTERING JUDGMENT

Date: To Be Set By Court 2/10/2027
Time: To Be Set By Court 3:00 pm
Dept.: 17

Complaint Filed: February 3, 2026

I, NAVEED HALAVI, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California (SBN 336945). I am the Managing Attorney of Halavi Law, Inc., counsel for Plaintiff Julian Chaparro ("Plaintiff") in this action and PAGA Counsel under the Parties' PAGA Settlement Agreement (the "Settlement Agreement"). I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I obtained my Bachelor of Arts in Political Science from the University of California, Berkeley. I later earned my Juris Doctor from Loyola of Los Angeles Law School, where I was a Note and Comment Editor of the Loyola of Los Angeles Entertainment Law Review. I graduated in the top 10% of my class and earned Order of the Coif, a prestigious honor recognizing exceptional academic achievement. I focused my studies on Civil Litigation and employment law.

3. I was admitted to the California Bar in 2021. I am admitted to practice before the California Superior Court, California Supreme Court, U.S. District Court for the Central District of California, and U.S. District Court for the Eastern District of California.

4. Demonstrating my commitment to employee advocacy, I founded Halavi Law, Inc. just six months after passing the bar. From the outset, I built my firm with a singular focus: to fight for employees who have been wronged in the workplace. My practice focuses exclusively on labor and employment law, and I have successfully litigated numerous cases involving discrimination, retaliation, harassment, and wage and hour violations, including unpaid overtime, meal and rest break violations, and employee misclassification, including representative actions under the Labor Code Private Attorneys General Act ("PAGA"). Before founding Halavi Law, Inc., I gained valuable experience working with top law firms representing employees in complex litigation.

5. My standard hourly rate for labor and employment litigation of this kind is $500. I personally conduct the investigation, litigation, settlement analysis, and motion practice in this matter. My qualifications and practice are described above; the actual hours and tasks in this case

are summarized below and in the time-task chart.

6. Defendant Fishetarian Fish Market, Inc. ("Fishetarian") operates a restaurant and fish market at 599 Highway 1 in Bodega Bay, Sonoma County, California, where it employed Plaintiff. Defendant Dana Larae Lucas is alleged to be an owner, officer, director, or managing agent of Fishetarian within the meaning of Labor Code section 558.1.

7. Plaintiff was employed by Fishetarian from approximately June 2019 through on or about July 7, 2025 as a non-exempt hourly employee, most recently at $20.00 per hour, paid biweekly.

8. The Aggrieved Employees are all current and former non-exempt California employees of Defendants who worked during the period from October 13, 2024 through the Court's approval of the Settlement (the "PAGA Period"). (Settlement Agreement, §§ 1.4, 1.21.)

9. Plaintiff alleged that Defendants failed to (1) provide compliant meal periods or pay premium wages, in violation of Labor Code sections 226.7 and 512; (2) authorize and permit compliant rest periods or pay premium wages, in violation of Labor Code section 226.7 and IWC Wage Order 5-2001; (3) pay all overtime wages, in violation of Labor Code sections 510, 1194, and 1198; (4) furnish accurate itemized wage statements, in violation of Labor Code section 226; (5) timely pay all wages due at separation, in violation of Labor Code sections 201 through 203; and (6) maintain accurate payroll records, in violation of Labor Code section 1174.

10. Plaintiff initiated the PAGA administrative notice process on October 13, 2025, when my office submitted his PAGA Notice by online submission to the Labor and Workforce Development Agency ("LWDA"), paid the required $75.00 filing fee, and served the notice by certified mail on Fishetarian, outlining the facts and theories underlying the claims. Attached as Exhibit A is a true and correct copy of the PAGA Notice. The LWDA assigned Case No. LWDA-CM-1131347-25 and confirmed receipt the same day. Exhibit B contains reproductions of the LWDA confirmation correspondence, the correction letter, and public LWDA case records.

11. The LWDA did not provide notice of an intention to investigate within the statutory period. In July 2026, the LWDA's PAGA Unit advised that the "Employer" field of the

online intake form had been completed with the abbreviation "Fish" rather than the employer's full legal name, although the PAGA Notice itself correctly identified Fishetarian Fish Market, Inc. My office submitted a written correction request in July 2026. The letter is dated July 17, while the LWDA case record displays a July 16 submission timestamp; the Agency confirmed the correction on July 22. That correspondence is included in Exhibit B.

12. Plaintiff filed his Complaint on February 3, 2026, asserting a representative PAGA claim and individual causes of action. A true and correct copy of the Complaint is attached as Exhibit F. Defendants answered on April 23, 2026. Plaintiff served form interrogatories, special interrogatories, and requests for production on April 30, 2026.

13. My office will submit the proposed Settlement Agreement to the LWDA online at the same time it is submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2). The LWDA public case record lists a Court Complaint upload in this matter on July 23, 2026 (submission AP-6735777), following the case-name correction. (Ex. B.) Within 10 days after entry of Judgment, my office will submit a copy of the Judgment to the LWDA pursuant to Labor Code section 2699, subdivision (s)(3).

Counsel's Diligence in Advance of, and in Connection with, Settlement Negotiations:

14. I engaged in formal and informal discovery of Defendants' alleged Labor Code violations, specifically targeted at evaluating the strength and value of the PAGA claims in preparation for a resolution of this Action. I obtained and reviewed: (i) Plaintiff's wage statements and employment records; (ii) Defendants' written meal, rest, overtime, and reimbursement policies, including the handbook in effect for most of the PAGA Period and the replacement handbook adopted in January 2026; (iii) an employee roster produced on June 25, 2026 identifying every individual within the Aggrieved Employee definition, with dates of employment and pay periods worked; (iv) Defendants' verified informal discovery responses stating the total pay periods, average hourly rate, and premiums paid during the PAGA Period; (v) timekeeping records for a 10-employee sample spanning October 13, 2024 through December 14, 2025; and (vi) wage statements for the sampled employees.

15. From that production, and through discussions with Defense Counsel, I determined the composition of the Aggrieved Employee pool. The roster contains 61 rows including a totals row and identifies 60 distinct individuals who worked at least one day during the PAGA Period. The LWDA intake entry estimated 20 impacted employees, while the October 13, 2025 notice defined the aggrieved group without a numerical cap; the later defense roster identified 60. (Exs. A, B-6.) Defendants' response to informal discovery request No. 2 states 1,187 total biweekly pay periods during the PAGA Period, which ties to the roster's total. Response No. 3 states an average hourly rate of $22.05, which I verified against the roster's mean. Termination dates on the roster show approximately 28 of the 60 employees separated during the PAGA Period. The Aggrieved Employees are paid biweekly, so the average employee worked approximately 19.8 pay periods during the PAGA Period. These figures are as of the July 16, 2026 mediation, consistent with Section 4.1 of the Settlement Agreement. Because the PAGA Period runs through the Court's approval, the final count of pay periods may be higher; the Settlement Agreement contains no escalator clause and the Gross Settlement Amount is fixed, so any additional pay periods will be reflected in the Administrator's per-pay-period allocation from the Aggrieved Employee Data Defendants must deliver within 30 days after approval, and will not change the fund.

16. I independently analyzed the sampled records rather than relying on Defendants' characterizations. The 10 sampled employees are approximately 16.7% of the pool, and their 201 pay periods are approximately 16.9% of the 1,187 total pay periods. From the produced timesheets I extracted 1,601 worked shifts and coded each of the 1,334 shifts exceeding five hours for facial meal period compliance. That analysis identified 209 facially non-compliant shifts (15.7%): 85 with no meal period recorded, 87 with a meal period beginning after the end of the fifth hour of work, and 37 with a meal period shorter than 30 minutes. Grouped into biweekly pay periods, 54.2% of sampled pay periods contained at least one facially violative meal period, and 43.8% contained at least one violation on a shift over six hours, where no waiver defense is available. Ninety-nine percent of sampled pay periods contained at least one shift over six hours on which two rest periods were due.

17. The handbook in effect for most of the PAGA Period contained no premium payment provision, no meal timing rule, and a rest period policy that promised one rest break "for every four-hour period of work" without the "major fraction thereof" standard required by the applicable Wage Order. A replacement handbook effective January 2026, after the PAGA Notice, corrected these defects. Of the 20 premium payments visible in the sampled records, only one predated the October 13, 2025 PAGA Notice.

18. Based on my experience litigating similar representative wage and hour claims, the degree of investigation conducted and the amount of data obtained were sufficient to determine the potential value of the PAGA claim and to evaluate its strength for purposes of settlement.

19. On July 16, 2026, the Parties participated in a full-day mediation with respected mediator David Sarnoff, Esq. of Signature Resolution. During the mediation, the Parties engaged in arm's-length negotiations and reached agreement on a resolution of the PAGA claims asserted in the Action, as well as Plaintiff's individual claims in exchange for a general release by way of a separate, confidential agreement.

20. Because the PAGA Notice was filed after June 19, 2024, I valued the claims under Labor Code section 2699 as amended in 2024: the $100 default civil penalty per aggrieved employee per pay period (subd. (f)(2)(A)), subject to the statute's exceptions; a $25 wage-statement assumption for this illustrative benchmark, subject to the specific conditions of subdivision (f)(2)(A)(i) and the restrictions of subdivision (i); no enhanced $200 penalty (subd. (f)(2)(B)), because no prior agency or court finding exists and malice is unlikely to be proven; and no weekly-pay reduction (subd. (o)), because the employees are paid biweekly.

21. Defendants contend they acted within the requirements of California law at all times as to all Aggrieved Employees; that not every pay period involved a violation subject to civil penalties; that employees voluntarily waived meal periods on shifts of six hours or less; that the rest period claim would depend on competing employee testimony because rest periods were not recorded; that any award would be limited to 30% of the penalties sought under subdivision (h)(1), which requires all reasonable steps toward prospective compliance within 60 days after

receipt of the PAGA notice, based on their post-notice premium payments and the corrected handbook; and that the Court could and would reduce any award under subdivision (e)(2) as unjust, arbitrary and oppressive, or confiscatory.

22. Based on these disputes, the range of realistic litigation outcomes was defined by an unadjusted aggregate benchmark of approximately $214,364, before applying the restrictions on cumulative recovery in subdivision (i): meal periods approximately $64,370 (the 54.2% observed rate applied to 1,187 pay periods at $100); rest periods approximately $117,519 (a 99% policy-based rate); wage statements approximately $29,675 ($25 across all pay periods); and waiting time approximately $2,800 (approximately 28 separations at $100). This aggregate is not a measure of penalties cumulatively recoverable after application of subdivision (i). Discounting the rest period theory to a 50% rate and assigning no value to the derivative wage statement and waiting time theories, my realistic uncapped valuation is approximately $123,720, and a conservative valuation is approximately $81,643. The conservative calculation uses an assumed 25% rest-violation rate; that assumption is a judgmental scenario, not a rate measured from rest-break records. If Defendants prevailed on their asserted 30% limitation, the realistic recovery would be approximately $37,116. I also computed the 15% limitation of subdivision (g)(1) at approximately $18,558 for completeness, although that limitation requires all reasonable compliance steps before receipt of the PAGA notice, which the record does not show. A combination of Defendants' cap position with their merits defenses presented a genuine risk of a substantially smaller recovery.

23. A significant discount from that unadjusted aggregate benchmark is warranted. The meal period claim is well documented in Defendants' own timesheets, but would be met by waiver and cure arguments; the rest period claim rests on the defective written policy and testimony rather than records; and the wage statement and waiting time theories are derivative of the premium claims and limited by the amended statute. I believed Defendants' 15% position was not realistically available, because the operative handbook was facially defective and only one premium payment in the sample predated the PAGA Notice. Defendants' 30% position presented

a substantial but contested risk: the sampled records show only one premium payment before the October 13, 2025 notice; the corrected handbook was adopted in January 2026. The materials reviewed do not establish the date Defendants received the notice or all compliance measures initiated within 60 days after receipt. I have therefore treated the asserted 30% limitation as a disputed litigation risk rather than an established cap.

24. Notwithstanding those issues, the Settlement achieves a significant benefit. The negotiated PAGA Penalties of $37,840.50 equal approximately 17.7% of the unadjusted aggregate benchmark, 30.6% of my realistic uncapped valuation, 46.3% of the conservative valuation, and approximately 102% of the recovery available if Defendants prevailed outright on their asserted 30% limitation. The $65,000.00 Gross Settlement Amount equals approximately 30.3% of the unadjusted aggregate benchmark and 52.5% of the realistic valuation.

25. The Parties jointly prepared and executed the Settlement Agreement through multiple exchanged drafts. It was signed by Plaintiff, by me, and by Defendant Lucas on August 12, 2026, and by Defense Counsel on August 17, 2026, when the fully signed agreements were transmitted; my office treats August 17, 2026 as the date of full execution for purposes of the 30-day filing obligation in Section 6.2, making the original filing deadline September 16, 2026. On September 14, 2026, defense counsel agreed in writing that Plaintiff could file the Motion by September 30, 2026. A true and correct copy of the fully executed Settlement Agreement is attached hereto as Exhibit C.

26. All Aggrieved Employees will receive a pro rata share of the $13,244.17 employee allocation, distributed based on the number of pay periods each worked during the PAGA Period, without any claim form. (Settlement Agreement, § 3.2.3.1.)

27. Although the calculations will not be made until after approval, a rough estimate of the value to the 60 Aggrieved Employees may be gleaned from the fact that an equal division would provide about $220.74 to each, net of payments to the LWDA, the Administrator, and attorneys' fees and costs. Under the pay-period formula, each pay period is worth approximately $11.16 ($13,244.17 divided by 1,187), so an employee who worked 26 biweekly pay periods

would receive approximately $290.10; the amount each Aggrieved Employee actually receives will vary with pay periods worked. The LWDA will be paid $24,596.33.

28. The Settlement Agreement allocates settlement administration fees not to exceed $2,995.00, which is Phoenix Settlement Administrators' not-to-exceed quote dated July 28, 2026 for this 60-person, no-claim-form administration. Phoenix was jointly selected by the Parties, and neither I, my firm, Plaintiff, nor to my knowledge Defendants or Defense Counsel has any interest in or financial relationship with Phoenix other than a professional relationship arising from prior settlement administrations.

29. Based on my experience as noted above, the Settlement represents a substantial recovery in light of the claims alleged, the risk of prevailing on the merits, the statutory caps and the Court's discretion to award less than the maximum, the narrow scope of the release (PAGA claims premised on the specified Labor Code violations only), and the substantial payment to the LWDA, which will receive 65% of the PAGA Penalties. Plaintiff has obtained a solid result which is by any measure fair and reasonable.

30. Plaintiff has also entered into a full general release against Defendants and the Released Parties, which is far broader than the release by the other Aggrieved Employees, who release only limited PAGA civil penalty claims. Sections 5.1 and 5.1.1 of the PAGA Settlement Agreement also contain Plaintiff's general release and Civil Code section 1542 waiver, effective upon full funding of the Gross Settlement Amount. The separate individual settlement provides $10,000.00, apart from the Gross Settlement Amount, to resolve Plaintiff's individual claims. It is not part of the amount to be approved; its payment obligation is conditioned on finality of the PAGA Judgment under the separate executed agreement; and it does not reduce the PAGA fund by any amount. The aggregate consideration under both agreements totals $75,000.00, plus Defendants' separate reimbursement of the $6,750.00 mediation fee under Section 3.3. A copy of the individual agreement can be lodged for in camera review at the Court's request.

31. The Settlement was reached without collusion; the PAGA Penalties were negotiated on the merits before the fee, expense, and administration components were fixed.

Neither I nor my firm has any conflict of interest with the Aggrieved Employees or the LWDA. Plaintiff and I have averred, and Section 2.5 of the Settlement Agreement recites, that we are aware of no other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement, and I am aware of no other PAGA notice concerning Fishetarian. The LWDA public PAGA notice database was searched on September 29, 2026 for notices submitted since September 6, 2016 using Fishetarian, Dana Larae Lucas, and Dana Lucas. The Fishetarian search returned the notice in this case; the two Lucas searches returned no rows. (Ex. B-6.)

32. The results achieved are significant, as Defendants have agreed to pay $65,000.00 in a non-reversionary fund in a case involving 60 employees and 1,187 pay periods, plus separate consideration to Plaintiff and reimbursement of the mediation fee.

33. Those results were achieved in the face of significant risks. Defendants maintained statutory cap and merits defenses that could have substantially reduced or eliminated recovery at trial.

34. Notwithstanding that risk, I undertook representation of the PAGA claim for the benefit of the State of California on a contingency basis, personally assuming the risk of nonpayment and advancing all costs.

35. The fee was determined in a defined sequence. At mediation, the PAGA Penalties were negotiated first, on the merits and with the mediator's assistance. Only after the Gross Settlement Amount was agreed did the Parties fix the fee, expense, and administration components within it. Section 3.2.1 of the Settlement Agreement caps the fee at not more than 33.3333% of the Gross Settlement Amount and records the Parties' estimate of $21,664.50. Plaintiff's Counsel requests exactly that figure, which is $2.17 below one-third of $65,000.00 ($21,666.67) and equals 33.33% of the fund. Defendants agreed not to oppose a request within the cap. The signed Agreement addresses disposition of any lesser award, subject to the Court’s determination under Labor Code section 2699, subdivision (m). My firm seeks no fee on the $6,750.00 mediation fee reimbursement under Section 3.3, which restores a cost Plaintiff advanced, and Plaintiff seeks no service or enhancement payment. A one-third fee is fair and

reasonable based on a percentage of the recovery and is consistent with my experience in similar wage and hour representative matters. Representative action work requires specialized learning and the willingness to take large risks.

36. I maintain contemporaneous time records for this matter. Through the date of this declaration, I have devoted 54.0 hours of attorney time to this action. Attached hereto as Exhibit D is a time-task chart summarizing that time by category: (a) pre-filing investigation, client interviews, review of Plaintiff's wage statements and employment records, and preparation and submission of the pre-litigation demand letter, 5.0 hours; (b) research, preparation, and submission of the PAGA Notice to the LWDA and Defendants, 2.0 hours; (c) preparation and filing of the Complaint and accompanying documents, service, and review of Defendants' Answer, 6.0 hours; (d) preparation and service of form interrogatories, special interrogatories, and requests for production, 6.0 hours; (e) negotiation of the informal exchange, review of the roster, policies, wage statements, and premium data, and extraction and coding of 1,601 shift records from the sampled timesheets, 8.0 hours; (f) preparation of the exposure model and mediation brief and attendance at the full-day mediation on July 16, 2026, 12.0 hours; (g) negotiation and revision of the PAGA and individual settlement agreements through execution, 3.0 hours; and (h) preparation of this Motion and its supporting declarations, exhibits, and proposed order, 12.0 hours. Additional time will be required to appear at the hearing, submit the Judgment to the LWDA, coordinate with the Administrator, and file the final disbursement declaration, none of which is included in the lodestar. My standard hourly rate for matters of this kind is $500, which reflects my credentials described above and a practice devoted exclusively to labor and employment litigation. At that rate the lodestar is $27,000, and the requested fee of $21,664.50 reflects a multiplier of approximately 0.8024. The requested fee is $5,335.50 below the unenhanced lodestar at my stated $500 rate. My contemporaneous billing records are available for in camera review at the Court's request.

37. I request a litigation cost allowance not to exceed $2,500.00. Exhibit E itemizes $1,057.13 in documented costs to date and identifies the remaining $1,442.87 allowance for

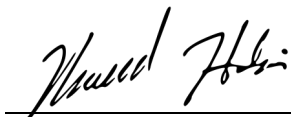
anticipated additional filings and related litigation expenses. Documented costs include the $75.00 LWDA filing fee, $780.65 in court filing, jury deposit, and related One Legal charges, $100.23 for appearance counsel, and a $101.25 mediation payment processing fee. The $6,750.00 mediation fee is excluded because Defendants reimburse it separately under Section 3.3. Exhibit E is a true and correct itemization of the costs reflected in the payment receipts reviewed through September 29, 2026. These costs were reasonably incurred in litigating this matter. The $1,442.87 remaining allowance is reserved for anticipated expenses and is not represented as already incurred; I will substantiate any later expense by supplemental sworn itemization before reimbursement or court-approved reconciliation.

38. I have verified the allocation figures in the Settlement Agreement: the fee ($21,664.50), the full $2,500.00 cost allowance, the full $2,995.00 administration allowance, and PAGA Penalties ($37,840.50) together equal the $65,000.00 Gross Settlement Amount, and the 65/35 division of the PAGA Penalties yields $24,596.33 to the LWDA and $13,244.17 to the Aggrieved Employees after reconciling the half-cent rounding.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on September 30, 2026 at Woodland Hills, California.

HALAVI LAW, INC.

DATED: September 30, 2026

By: 

NAVEED HALAVI
Attorney for Plaintiff
Julian Chaparro

HL

HALAVI LAW, INC.

6262 Glade Avenue, Woodland Hills, CA 91367
Tel: (818) 532-9915 | Fax: (213) 297-5071 | Email: naveed@halavi.law

October 13, 2025

VIA CERTIFIED MAIL

Fishetarian Fish Market, Inc.
599 CA-1
Bodega Bay, CA 94923

Re: PAGA NOTICE -- Chaparro v. Fishetarian Fish Market, Inc.

To Whom It May Concern:

This office has been retained by Julian Chaparro ("Mr. Chaparro" or "Plaintiff"), your former employee. I am writing on behalf of Mr. Chaparro, and all similarly situated employees, pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2699 et seq.

Pursuant to Labor Code Sections 2699 et seq, a copy of this letter is being sent to the California Labor and Workforce Development Agency, along with a PAGA Claim Notice, and shall serve as a formal PAGA Notice to Fishetarian Fish Market, Inc., and any of its members, officers, directors, owners, and related individuals responsible for causing the violations of the Labor Code as set forth in this letter (collectively referred hereafter as "Fishetarian" or "Defendants").

Mr. Chaparro, on behalf of himself and all other aggrieved employees, contends that Defendants have violated multiple California Labor Code provisions. Certain of these violations provide for "statutory penalties" for which a private right of action existed before passage of PAGA and for which no PAGA notice is required in order to maintain a civil action.

As the court in *Caliber Bodyworks, Inc., v. Superior Court (Herrera)* (2005) 134 Cal. App. 4th 365, explains:

Not all statutory penalties are "civil penalties" covered by the Act.

***

[Defendant] fails to distinguish between a request for statutory penalties provided by the Labor Code for employer wage-and-hour violations, which were recoverable directly by employees well before the Act [PAGA] became part of the Labor Code, and a demand for "civil penalties," previously enforceable only by the State's labor law enforcement agencies. An example of the former is section 203, which obligates an employer that willfully fails to pay wages due an

employee who is discharged or quits to pay the employee, in addition to the unpaid wages, a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.

Caliber Bodyworks, 134 Cal. App. 4th at 377.

Section 2699.5 includes many Labor Code provisions that, prior to the Act, contained a private right of action. (§ 2699.5)

Id. at 382.

With regard to those Labor Code sections for which no PAGA notice is required, we provide this correspondence in a further effort to resolve this matter informally without the time and expense of court proceedings.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: **non-exempt hourly employees**, for Defendants in the State of California who worked one or more pay periods since one (1) year prior to the date of this PAGA notice and continuing to the present (hereinafter "aggrieved employees").

NOTICE OF LABOR CODE VIOLATIONS

1. MEAL AND REST BREAK VIOLATIONS (Labor Code §§ 226.7, 512)

California Labor Code section 226.7 states: "(a) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission... (b) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Section 512(a) states: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

During the relevant time period, specifically from approximately June 2019 through March 2025, Fishetarian systematically denied Mr. Chaparro and other aggrieved employees their legally mandated rest breaks. Mr. Chaparro was regularly denied rest breaks and was frequently unable to take his 30-minute lunch break due to work overload and understaffing. Fishetarian attempted to "compensate" employees with food instead of providing proper rest breaks and premium pay. For approximately six years, Mr. Chaparro worked 7-8 hours per day, 5 days per week, without being authorized or permitted to take his legally mandated rest breaks. Despite these violations, Fishetarian failed to compensate Mr. Chaparro and other aggrieved employees the premium wages they were owed for missed meal and rest breaks.

2. OVERTIME VIOLATIONS (Labor Code §§ 510, 1194, 1198)

California Labor Code section 510 states: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Labor Code section 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Labor Code section 1198 makes it unlawful to employ workers under conditions that violate the applicable wage order.

During the relevant time period, Mr. Chaparro and other aggrieved employees routinely worked in excess of 8 hours in a day. Due to work overload and understaffing at Fishetarian, employees were required to work through meal and rest breaks and perform work beyond their scheduled shifts.

4. NOT PAID WAGES DUE ON TERMINATION (Labor Code §§ 201, 202, 203)

California Labor Code section 201 requires that "if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202 requires that "if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." California Labor Code section 203 provides that "if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

When Mr. Chaparro's employment was terminated on or about July 7, 2025, Fishetarian failed to pay Mr. Chaparro all wages due to him, including unpaid premium wages for missed meal and rest breaks spanning approximately six years. Despite being handed his final paycheck on the day of termination, this final payment did not include all wages, premiums, and other compensation owed to Mr. Chaparro. Therefore, Fishetarian is liable under California Labor Code section 203 for waiting time penalties.

5. IMPROPER OR INCOMPLETE WAGE STATEMENTS (Labor Code § 226)

California Labor Code section 226(a) provides: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is

solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

During the relevant time period, Fishetarian did not provide Mr. Chaparro and other aggrieved employees with complete and accurate itemized wage statements. Because Fishetarian failed to properly compensate employees for all hours worked, failed to pay premium wages for missed meal and rest breaks, the wage statements received by Mr. Chaparro and other aggrieved employees were necessarily inaccurate and incomplete. The violations include, but are not limited to, the failure to accurately report gross wages earned, total hours worked (particularly given the denial of meal breaks and uncompensated skilled work), all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

6. RECORDKEEPING VIOLATIONS (Labor Code § 1174)

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years.

During the relevant time period, Fishetarian failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chaparro and other aggrieved employees. Fishetarian's systematic failure to properly record hours worked, particularly the hours worked through meal and rest breaks, and all compensable time, resulted in incomplete and inaccurate payroll records that failed to reflect the actual hours worked and wages owed to employees.

7. PENALTIES UNDER LABOR CODE § 558

California Labor Code section 558 allows recovery of penalties: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each

subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

Mr. Chaparro and other aggrieved employees have been denied their wages and premium wages through Fishetarian's systematic violations of Labor Code provisions regulating hours and days of work, and therefore are entitled to penalties under Labor Code section 558.

CONCLUSION AND REQUEST FOR RESOLUTION

We believe that Mr. Chaparro and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, et seq. for violations of Labor Code and IWC Wage Orders.

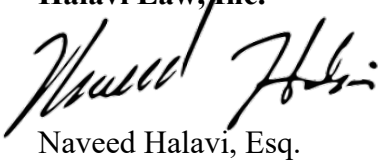
California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Chaparro will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Fishetarian within one year of the date of this letter, as allowed by law.

Best Regards,

Halavi Law, Inc.



Naveed Halavi, Esq.

Cc: California Labor & Workforce Development Agency: Attn: PAGA Administrator; (via online portal at https://dir.tfaforms.net/198)

EXHIBIT B

LWDA correspondence

Chaparro v. Fishetarian Fish Market, Inc., et al.

Sonoma County Superior Court - Case No. 26CV00848

EXHIBIT C-1

LWDA initial PAGA notice confirmation - October 13, 2025

Email text reproduced from the supplied correspondence.

Source: https://mail.google.com/mail/u/0/#all/199dd5c6cb11e61c
From: LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "naveed@halavi.law" <naveed@halavi.law>
Date: Mon, 13 Oct 2025 11:37:25 +0000 (GMT)
Subject: Thank you for submission of your PAGA Case.

10/13/2025

LWDA Case No. LWDA-CM-1131347-25
Law Firm : Halavi Law, Inc.
Plaintiff Name : Julian Chaparro
Employer: Fish
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C-2

LWDA payment receipt - October 13, 2025

Email text reproduced from the supplied correspondence.

Source: https://mail.google.com/mail/u/0/#all/199dd5cb83ebf655
From: LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "naveed@halavi.law" <naveed@halavi.law>
Date: Mon, 13 Oct 2025 11:37:44 +0000 (GMT)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1131347-25
Submission Type: PAGA Notice
Order Number: ORD-000340081
Total:$75.00
Card Type: Visa
Date: 10/13/2025

Billing Information
Name: Naveed Halavi
Email: naveed@halavi.law
Billing Address: [REDACTED]

EXHIBIT C-3

Employer-name correction letter - July 17, 2026

Chaparro v. Fishetarian Fish Market, Inc., et al.

Sonoma County Superior Court - Case No. 26CV00848

HL

HALAVI LAW, INC.

21700 Oxnard St, Suite 1760, Woodland Hills, CA 91367
Tel: (818) 532-9915 | Fax: (213) 297-5071 | Email: naveed@halavi.law

July 17, 2026

Via PAGA Online Filing System (dir.govfa.net) and Email (PAGAInfo@dir.ca.gov)

California Labor and Workforce Development Agency
Attn: PAGA Unit
1416 9th Street, MIC #55
Sacramento, CA 95814

Re: Request to Correct Employer Name of Record in LWDA Case No. LWDA-CM-1131347-25 (Julian Chaparro v. Fishetarian Fish Market, Inc.)

To the PAGA Unit:

This firm represents plaintiff Julian Chaparro in connection with the above-referenced matter. We write in response to the PAGA Unit's email dated July 17, 2026, and to respectfully request a correction to the employer name associated with LWDA Case No. LWDA-CM-1131347-25.

On October 13, 2025, our office submitted an Initial PAGA Notice on Mr. Chaparro's behalf against his former employer, Fishetarian Fish Market, Inc. As the Agency has noted, the PAGA Notice itself correctly identifies the employer as "Fishetarian Fish Market, Inc." When our office completed the online submission form, however, the "Employer" field was inadvertently entered as "Fish" rather than the employer's full legal name. This was an inadvertent clerical error in the information typed into the online intake form. It does not reflect any discrepancy in the PAGA Notice, which named the employer correctly.

Accordingly, we respectfully request that the Agency correct the employer name of record for LWDA Case No. LWDA-CM-1131347-25 from "Fish" to "Fishetarian Fish Market, Inc.," so that the case name of record conforms to the employer identified in the PAGA Notice. Making this correction will also enable our office to upload the complaint and any subsequent filings under the correct case name.

Thank you for your attention to this matter and for your assistance in making the requested correction. Please do not hesitate to contact the undersigned at (818) 532-9915 or naveed@halavi.law should you require any additional information.

Very truly yours,



Naveed Halavi, Esq.

EXHIBIT C-4 LWDA EMPLOYER-NAME CORRECTION EMAILS

Material email text reproduced from Gmail; original inline images are included below. Headers and substantive text are retained. Routine signatures, tracking links, disclaimers, and quoted duplicates are omitted.

Source message: https://mail.google.com/mail/u/0/#all/19f8c3ed05185341

From: DIR PAGAInfo <PAGAInfo@dir.ca.gov> | To: Naveed Halavi <naveed@halavi.law>

Date: July 22, 2026, 23:52:25 UTC | Subject: RE: Thank you for submission of your PAGA Case.

Good Afternoon,

We are in receipt of your filing.

Please be advised that the edits were made. The employer name has been changed from “Fish” to “Fishetarian Fish Market, Inc.

Thank you, PAGAInfo

Quoted reply from Naveed Halavi to DIR PAGAInfo, July 22, 2026, 8:07 a.m.

Hello, I filed the letter. Sincerely, Naveed Halavi

Earlier DIR message and original inline images

Source message: https://mail.google.com/mail/u/0/#all/19f6d6874d1eecef

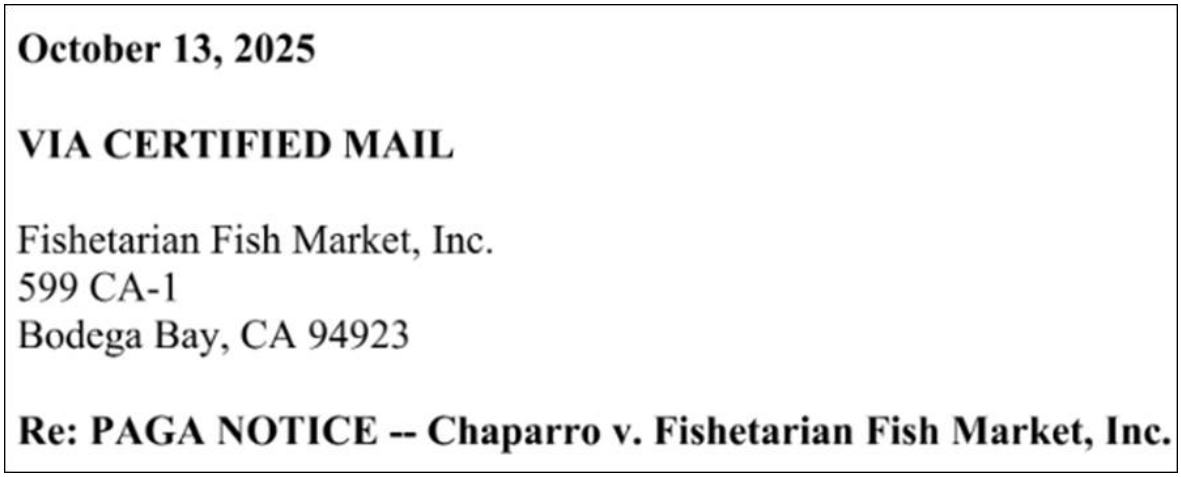
From: DIR PAGAInfo <PAGAInfo@dir.ca.gov> | To: Naveed Halavi <naveed@halavi.law>

Date: July 16, 2026, 5:09 p.m. (quoted local time) | Subject: RE: Thank you for submission of your PAGA Case.

Good Afternoon,

The PAGA Notice filed on 10/13/25 shows that you addressed the employer as “Fishetarian Fish Market, Inc.” However, in the intake form the filer filled in “Fish” for Employer.

Screenshot of PAGA Notice:



October 13, 2025

VIA CERTIFIED MAIL

Fishetarian Fish Market, Inc.
599 CA-1
Bodega Bay, CA 94923

Re: PAGA NOTICE -- Chaparro v. Fishetarian Fish Market, Inc.

Screenshot of information entered in the RLLV:



Employer Information

Employer	Fish
Employer Address 1	599 CA-1
Employer City	Bodega Bay
Employer State	California
Employer Zip	94923

Please file a letter stating the error that occurred and the request to make an edit to the name of the case. File your letter through the “Other Documents.” After you file the letter, please respond to this email. Sincerely, PAGAInfo

Earlier message from Naveed Halavi to DIR PAGAInfo, July 16, 2026, 4:16 p.m.:

Hi, I'm not sure how this happened but in my filing for LWDA-CM-1131347-25, the defendant name somehow just ended up as Fish instead of Fishetarian Fish Market, Inc. Would you be able to make that change so I could then also upload the complaint and eventual settlement agreement?

EXHIBIT C-5 LWDA PUBLIC CASE RECORD

Official LWDA public case-detail printout for LWDA-CM-1131347-25.

It lists the initial notice, case-name correction letter, and Court Complaint upload.

The listing does not itself authenticate the contents of Complaint.pdf.

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1131347-25
Plaintiff for PAGA Case: Julian Chaparro
Filer/Attorney for PAGA Case: Naveed Halavi
Law Firm for PAGA Plaintiff: Halavi Law, Inc.
Employer: Fishetarian Fish Market
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Sonoma County Superior Court
PAGA Court Case Number: 26CV00848
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional PAGA Document Submitted on 07/16/2026 05:26:38 PM by Naveed	Chaparro Letter to LWDA PAGA Unit 2026-07-17.pdf	07/16/2026 05:26 PM	Other PAGA Document
Court Complaint Submitted on 07/23/2026 11:47:12 AM by Naveed Halavi	Complaint.pdf	07/23/2026 11:47 AM	Court Complaint
PAGA Notice Submitted on 10/13/2025 04:37:11 AM by Naveed Halavi	Julian Chapparo PAGA Letter.pdf	10/13/2025 04:37 AM	PAGA Notice

EXHIBIT C-6 LWDA PUBLIC NOTICE SEARCH RESULTS

Official LWDA PAGA Notice searches run September 29, 2026, Pacific time.

Search period: September 6, 2016 through September 29, 2026.

Terms: Fishetarian; Dana Larae Lucas; Dana Lucas. The table printouts follow.

The Fishetarian search returned this case; the two Lucas searches returned no rows.

These notice results do not establish that no court action exists elsewhere.

State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

Publicly Available	LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
Yes	LWDA-CM-1131347-25	PAGA Notice	10/13/25	AP-6194468	Fishetarian Fish Market	Bodega Bay	94923	20	Halavi Law, Inc.		26CV00848	Julian Chaparro	Naveed Halavi	

State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

Publicly Available	LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer

State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

Publicly Available	LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Plaintiff Julian Chaparro ("Plaintiff") and Defendants Fishetarian Fish Market, Inc. and Dana Larae Lucas ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Julian Chaparro vs. Fishetarian Fish Market, Inc., et. al.,* Case No. 26CV00848 initiated on February 3, 2026, and pending in the Court.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt California employees of the Defendants who worked for Defendants during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Sonoma.

1.9 "Defendants" means named Defendants Fishetarian Fish Market, Inc. and Dana Larae Lucas.

1.10 "Defense Counsel" means Elizabeth Fritzinger of EF Law Group, P.C.

1.11 "Effective Date" means the date on which the Judgment becomes final.

1.12 "Gross Settlement Amount" means $65,000.00 which is the total amount Defendants agrees to pay under this Settlement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency.

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means Naveed Halavi of Halavi Law, Inc., the attorneys representing the Plaintiff in the Action.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from October 13, 2024 to the Court's approval of the Settlement.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's October 13, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Julian Chaparro, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means Defendants and each of their former, present and future

owners, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, spouses, children, consultants, joint venturers, agents, accountants, insurers, management companies, legal representatives, and any other person or entity acting on their behalf or otherwise under their director or control.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On February 3, 2026, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Provide Meal Periods, (2) Failure to Provide Rest Periods, (3) Failure to Pay Overtime Wages, (4) Failure to Provide Compliant Wage Statements, (5) Failure to Pay All Wages Upon Termination, (6) Failure to Maintain Accurate Records, (7) Civil Penalties Pursuant to PAGA, and (8) Unlawful Business Practices (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On July 16, 2026, the Parties participated in an all-day mediation presided over by David Sarnoff, Esq. which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, statistical data, including records of the Defendants' employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the PAGA Period, the total number of aggrieved employees, and the average rate of pay for the aggrieved employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay $65,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the

following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3333%, which is currently estimated to be $21,664.50, and PAGA Counsel Litigation Expenses Payment of not more than $2,500.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $2,995.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $2,995.00, the Administrator will include the remainder in the Net Settlement Amount for distribution to Aggrieved Employees as Individual PAGA Payments.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $37,840.50 to be paid from the Gross Settlement Amount, with 65% ($24,596.33) allocated to the LWDA PAGA Payment and 35% ($13,244.17) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($13,244.17) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.3 Mediation Fee Reimbursement. In addition to the Gross Settlement Amount, Defendants shall reimburse Plaintiff for the mediation fee previously paid by Plaintiff in the amount of Six Thousand Seven Hundred Fifty Dollars ($6,750.00). This reimbursement is separate from and shall not reduce or offset the Gross Settlement Amount, any allocation of the Gross Settlement Amount, Plaintiff's attorneys' fees and costs, the payment to the LWDA, or the amount payable to any Aggrieved Employees. Defendants shall pay the mediation fee reimbursement concurrently with

the payment of the Gross Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records as of the Mediation, Defendants estimate there are 60 Aggrieved Employees who worked a total of 1,187 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement in this Action, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel and the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and/or the PAGA Notice, and (b) any and all claims Plaintiff may have had against Defendants and or the Released Parties ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that each does not know or suspect to exist in his favor at the time of approval of this Settlement Agreement.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns,

the Defendants and the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notice that are alleged to have occurred during the PAGA Period and the PAGA Notice (the "Released PAGA Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Plaintiff agreed to prepare and file an application or motion for approval of this Settlement. Prior to filing the application or motion with the Court, Plaintiff will deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment,

Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.4.1 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff files the Motion for Approval of the Settlement, the Administrator will provide PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its attempts to locate Aggrieved Employees, and the mailing of payments to the Aggrieved Employees. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. PAGA Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.4.2 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7.4.3 Cover Letter to Aggrieved Employees. Concurrently with the mailing of each Individual PAGA Payment, the Settlement Administrator shall include a cover letter that explains that the payment is being made pursuant to a court-approved settlement of the Action, a description of the Action, identify the enclosed payment as the recipient's Individual PAGA Payment, advise the recipient of the deadline for negotiating the check, provide contact information for the Settlement Administrator regarding address changes or replacement checks, and include any applicable tax information. The cover letter shall also state that Defendants deny all liability and entered into the Settlement to avoid the burden, expense, inconvenience, and uncertainty of continued litigation, without any admission of

wrongdoing or violation of law.

8. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and PAGA Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, (subdivision (1)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff and PAGA Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Plaintiff and PAGA Counsel agrees to immediately notify Defendants and Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and PAGA Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

10.3 No Solicitation. Plaintiff and Plaintiff's Counsel separately agree that they will not solicit any Aggrieved Employee to object to the settlement, appeal any Judgment or bring any other claim against the Defendants. Plaintiff's Counsel further agrees to not represent any other individual regarding any claims against Defendants.

10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.5 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.8 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff Julian Chapparo
08/12/2026
(date)

By: Shane Lucas

Defendant Fishetarian Fish Market, Inc.

Shane Lucas
(date)

Dana Lucas

Defendant Dana Larae Lucus
08/12/2026
(date)

Approved as to form:

Naveed Halavi, Counsel For Plaintiff

08/12/2026
(date)

Elizabeth Fritzinger

Elizabeth Fritzinger, Counsel for Defendants

08/17/2026
(date)

EXHIBIT D

TIME-TASK CHART OF NAVEED HALAVI, HALAVI LAW, INC.

Chaparro v. Fishetarian Fish Market, Inc., et al., Sonoma County Superior Court Case No. 26CV00848

Summary of attorney time by task category through the date of the Declaration of Naveed Halavi, rounded to the nearest one-tenth hour. Detailed contemporaneous time entries are available for in camera review.

No.	Task Category	Period	Hours	Rate	Lodestar
(a)	Pre-filing investigation, client interviews, and review of Plaintiff's wage statements and employment records. Also drafting and submitting demand letter.	Aug. 2025 to Oct. 2025	5.0	$500	$2,500.00
(b)	Research, preparation, and submission of the PAGA Notice to the LWDA (online, with $75 fee) and to Defendants by certified mail	Oct. 2025	2.0	$500	$1,000.00
(c)	Preparation and filing of the Complaint and accompanying documents; service on Defendants; review of Answer	Jan. 2026 to Apr. 2026	6.0	$500	$3,000.00
(d)	Preparation and service of form interrogatories, special interrogatories, and requests for production	Apr. 2026	6.0	$500	$3,000.00
(e)	Negotiation of informal exchange; review of employee roster, handbooks, wage statements, and premium data; extraction and coding of 1,601 shift records from sampled timesheets	May 2026 to July 2026	8.0	$500	$4,000.00
(f)	Preparation of exposure model and mediation brief; attendance at full-day mediation with David Sarnoff, Esq. (July 16, 2026)	June 2026 to July 2026	12.0	$500	$6,000.00
(g)	Negotiation and revision of the PAGA Settlement Agreement and individual settlement agreement through execution (Aug. 17, 2026)	July 2026 to Aug. 2026	3.0	$500	$1,500.00
(h)	Preparation of Motion to Approve PAGA Settlement, supporting declarations, exhibits, proposed order and judgment, and preparation of LWDA settlement submission	Aug. 2026 to Sept. 2026	12.0	$500	$6,000.00
	TOTAL		**54.0**	**$500**	**$27,000.00**

Fee requested: $21,664.50 (33.33% of the $65,000.00 Gross Settlement Amount; $2.17 below one-third). Lodestar at $500 per hour: 54.0 hours x $500 = $27,000.00. Implied multiplier: approximately 0.8024.

Excluded from the lodestar: time to appear at the hearing, submit the Judgment to the LWDA under Labor Code section 2699(s)(3), coordinate with the Administrator, and prepare the final disbursement declaration.

EXHIBIT E

Itemized Litigation Costs

Declaration of Naveed Halavi
Chaparro v. Fishetarian Fish Market, Inc., et al.
Sonoma County Superior Court Case No. 26CV00848

Documented costs through September 29, 2026 are itemized below. The requested $2,500.00 cost allowance includes $1,057.13 documented to date and a $1,442.87 balance reserved for anticipated additional filings and related litigation expenses.

Paid	Expense	Reference	Amount
10/13/2025	LWDA PAGA notice filing fee	ORD-000340081	$75.00
02/19/2026	One Legal — complaint, civil case cover sheet, and summons filing	27369028	$475.99
04/06/2026	One Legal — proof of service filing	27825690	$24.73
04/06/2026	One Legal — separate proof of service filing	27825706	$24.73
06/23/2026	Attorneys in Motion — July 2, 2026 court appearance	Invoice 163807	$100.23
06/24/2026	One Legal — case management statement filing	28496584	$24.73
07/08/2026	One Legal — jury fee deposit and related filing charges	28496612	$181.01
07/08/2026	Signature Resolution — payment processing fee only	PR106150	$101.25
08/14/2026	One Legal — notice of change of address filing	29014409	$24.73
08/26/2026	One Legal — conditional notice of settlement filing	29118688	$24.73
	DOCUMENTED COSTS		**$1,057.13**

The $6,750.00 mediation fee reimbursable separately under section 3.3 of the Settlement Agreement is excluded. The $101.25 processing charge is separately itemized below; the mediation receipt totals $6,851.25. The table lists incurred costs only. The $1,442.87 remaining allowance is reserved for future expenses and is not represented as already incurred; any later reimbursement requires supplemental sworn itemization or court-approved reconciliation. The two April 6 entries are separate electronic filings, not process-server fees.

Naveed Halavi (SBN: 336945)
Halavi Law, Inc.
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Woodland Hills, CA 91367
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Fax: (213) 297-5071
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Attorney for Plaintiff
JULIAN CHAPARRO

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
2/3/2026 8:00 AM
By: Natalia Girolo, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., an California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848

COMPLAINT FOR:
1. FAILURE TO PROVIDE MEAL PERIODS (Cal. Labor Code §§ 226.7, 512)
2. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7)
3. FAILURE TO PAY OVERTIME WAGES (Cal. Labor Code §§ 510, 1194, 1198)
4. FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS (Cal. Labor Code § 226)
5. FAILURE TO PAY ALL WAGES UPON TERMINATION (Cal. Labor Code §§ 201, 202, 203)
6. FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. Labor Code § 1174)
7. CIVIL PENALTIES PURSUANT TO PAGA (Cal. Labor Code §§ 2698, et seq.)
8. UNLAWFUL BUSINESS PRACTICES (Cal. Bus. & Prof. Code § 17200 et seq.)

DEMAND FOR JURY TRIAL

Plaintiff JULIAN CHAPARRO ("Plaintiff"), by and through his attorneys of record, complains against Defendants FISHETARIAN Fish Market, Inc., DANA LARAE LUCAS, and DOES 1 through 50, inclusive, and alleges as follows:

THE PARTIES

1. Plaintiff JULIAN CHAPARRO ("CHAPARRO") is a natural person who is, and at all relevant times hereto, was a resident of the State of California.

2. Plaintiff is informed and believes, and based thereon alleges, that Defendant FISHETARIAN FISH MARKET, INC. ("FISHETARIAN") is, and at all relevant times herein was, a California Corporation doing business in the State of California, with its principal place of business located in Sonoma County, Bodega Bay, California.

3. Defendant DANA LARAE LUCAS (hereinafter "LUCAS") is an individual residing in the County of Sonoma , State of California.

4. At all times relevant herein, LUCAS was Plaintiff's employer, joint employer and/or special employer within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and is any "employer or other person acting on behalf of an employer" as such term is used in Labor Code Section 558.1, and is liable to Plaintiff on that basis.

5. At all times relevant herein, DANA LARAE LUCAS, DOE 1, DOE 2, and DOE 3 (hereinafter "INDIVIDUAL DEFENDANTS") were acting on behalf of FISHETARIAN, as such term is used in Labor Code Section 558.1, and is liable to Plaintiff on that basis.

6. INDIVIDUAL DEFENDANTS are liable for the wage and hour violations herein pursuant to Labor Code §558.1, which states:

7. a. "(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term 'other person acting on behalf of an employer' is limited to a natural person who is an owner, director, officer, or managing agent of the

employer, and the term 'managing agent' has the same meaning as in subdivision (b) of Section 3294 of the Civil Code."

8. On information and belief, INDIVIDUAL DEFENDANTS are officers or agents of entity Defendants who caused Plaintiff to be paid less than the minimums fixed by an applicable state or local law, or by an order of the commission pursuant to Labor Code §1197.1.

9. Plaintiff is alleging that INDIVIDUAL DEFENDANTS are liable to Plaintiff pursuant to Labor Code §§558.1, 1197.1. Thus, Plaintiff requests INDIVIDUAL DEFENDANTS be held jointly and severally liable pursuant to Labor Code §§558.1, 1197.1.

10. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate, of those defendants fictitiously sued as DOES 1 through 25 inclusive and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE Defendants resides in the State of California and is in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

11. Plaintiff is informed and believes and based thereon alleges that at all times material to this complaint, Defendants were the joint employers of Plaintiff. Defendants directly or indirectly, itself or through its agents, employed or exercised control over the wages, hours, and/or working conditions of Plaintiff and/or had the right to control the manner or means of accomplishing the result desired. Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated herein from occurring, despite their knowledge of the same.

12. Plaintiff is informed and believes and based thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of, each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this action pursuant to Article VI, Section 10 of the California Constitution and California Code of Civil Procedure § 410.10.

14. Venue is proper in this Court pursuant to California Code of Civil Procedure §§ 395 and 395.5 because Defendants conduct business in Sonoma County, and the unlawful acts alleged herein were committed in Sonoma County.

FACTUAL ALLEGATIONS

15. At all relevant times hereto, Defendant FISHETARIAN was an employer engaged in business operations in California that employed Plaintiff as a non-exempt hourly employee.

16. Plaintiff worked for FISHETARIAN from approximately June 2019 through July 7, 2025.

17. Throughout his employment with Defendants, Mr. Chaparro was classified as a non-exempt employee and was paid an hourly wage.

18. Mr. Chaparro regularly worked 7-8 hours per day, 5 days per week.

19. During the relevant time period, FISHETARIAN systematically denied Mr. Chaparro his legally mandated rest breaks.

20. Mr. Chaparro was regularly denied rest breaks and was frequently unable to take his 30-minute lunch break due to work overload and understaffing.

21. FISHETARIAN attempted to "compensate" employees with food instead of providing proper rest breaks and premium pay.

22. For approximately six years, Mr. Chaparro worked without being authorized or permitted to take his legally mandated rest breaks.

23. Despite these violations, FISHETARIAN failed to compensate Mr. Chaparro the premium wages he was owed for missed meal and rest breaks.

24. Due to work overload and understaffing at FISHETARIAN, Mr. Chaparro was required to work through meal and rest breaks and perform work beyond his scheduled shifts.

25. Mr. Chaparro routinely worked in excess of 8 hours in a day.

26. Mr. Chaparro's employment was terminated on or about July 7, 2025.

27. When Mr. Chaparro's employment was terminated, FISHETARIAN failed to pay

Mr. Chaparro all wages due to him, including unpaid premium wages for missed meal and rest breaks spanning approximately six years.

28. Despite being handed his final paycheck on the day of termination, this final payment did not include all wages, premiums, and other compensation owed to Mr. Chaparro.

29. During the relevant time period, FISHETARIAN did not provide Mr. Chaparro with complete and accurate itemized wage statements.

30. Because FISHETARIAN failed to properly compensate employees for all hours worked and failed to pay premium wages for missed meal and rest breaks, the wage statements received by Mr. Chaparro were necessarily inaccurate and incomplete.

31. The wage statement violations include, but are not limited to, the failure to accurately report gross wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

32. During the relevant time period, FISHETARIAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chaparro.

33. FISHETARIAN's systematic failure to properly record hours worked, particularly the hours worked through meal and rest breaks, and all compensable time, resulted in incomplete and inaccurate payroll records.

34. Defendant LUCAS, as an owner, officer, director, managing agent, and/or person acting on behalf of FISHETARIAN, exercised control over the wages, hours, and working conditions of Plaintiff and caused, directed, and/or participated in the Labor Code violations alleged herein.

35. Prior to filing the PAGA claims alleged herein, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA"), dated October 13, 2025, and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

[Violations of California Labor Code §§ 226.7 and 512]

(By Plaintiff Against All Defendants)

36. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

37. California Labor Code § 512 requires employers to provide employees who work more than 5 hours per day with a meal period of at least 30 minutes. If an employee works more than 10 hours per day, the employer must provide a second 30-minute meal period. Under Labor Code § 226.7, when an employer fails to provide a required meal period, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

38. Plaintiff worked for Defendants on numerous workdays for periods lasting longer than 5 hours, but Defendants did not provide him with the opportunity to take timely, uninterrupted meal breaks of at least 30 minutes on such workdays.

39. Mr. Chaparro was frequently unable to take his 30-minute lunch break due to work overload and understaffing at Fishetarian.

40. Fishetarian attempted to "compensate" employees with food instead of providing proper meal breaks and premium pay, which does not satisfy the requirements of California law.

41. Defendants violated the rights of Plaintiff under the California Labor Code and applicable IWC Wage Orders by, inter alia, failing to provide Plaintiff with timely and/or uninterrupted meal periods, failing to schedule meal periods for Plaintiff, failing to ensure that Plaintiff took his meal periods, and failing to provide Plaintiff 1 hour of additional wages at his regular rate of pay for each workday that meal periods were not provided to Plaintiff.

42. Plaintiff did not voluntarily or willfully waive meal periods while working for Defendants.

43. Pursuant to Labor Code § 558.1, Defendant LUCAS is personally liable as a natural person who is an owner, director, officer, or managing agent of Defendants, and who directly or indirectly, or through an agent or any other person, violated or caused to be violated the provisions of the Labor Code relating to meal periods.

44. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this Court, and will be determined according to proof at trial.

45. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and penalties per statute, in addition to such other damages provided by law and as alleged herein.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

[Violations of California Labor Code § 226.7]

(By Plaintiff Against All Defendants)

46. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

47. California Labor Code § 226.7 and the applicable IWC Wage Order require employers to authorize and permit employees to take a net 10-minute paid rest period for every four hours worked, or major fraction thereof. When an employer fails to provide a required rest period, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

48. Plaintiff worked for Defendants on numerous workdays for periods lasting longer than 3.5 hours, but Defendants did not authorize and permit him to take timely, uninterrupted rest breaks of at least 10 minutes on such workdays.

49. During the relevant time period, specifically from approximately June 2019 through July 2025, Fishetarian systematically denied Mr. Chaparro his legally mandated rest breaks.

50. For approximately six years, Mr. Chaparro worked 7-8 hours per day, 5 days per week, without being authorized or permitted to take his legally mandated rest breaks.

51. Fishetarian attempted to "compensate" employees with food instead of providing proper rest breaks and premium pay, which does not satisfy the requirements of California law.

52. Defendants violated the rights of Plaintiff under the California Labor Code and applicable IWC Wage Orders by, inter alia, failing to authorize and permit Plaintiff to take rest

periods, and failing to provide Plaintiff 1 hour of additional wages at his regular rate of pay for each workday that rest periods were not provided to Plaintiff.

53. Pursuant to Labor Code § 558.1, Defendant LUCAS is personally liable as a natural person who is an owner, director, officer, or managing agent of Defendants, and who directly or indirectly, or through an agent or any other person, violated or caused to be violated the provisions of the Labor Code relating to rest periods.

54. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this Court, and will be determined according to proof at trial.

55. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and penalties per statute, in addition to such other damages provided by law and as alleged herein.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

[Violations of California Labor Code §§ 510, 1194, 1198]

(By Plaintiff Against All Defendants)

56. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

57. California Labor Code § 510 requires that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Labor Code § 1194 provides that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

58. During the relevant time period, Mr. Chaparro routinely worked in excess of 8 hours in a day.

59. Due to work overload and understaffing at Fishetarian, Mr. Chaparro was required to work through meal and rest breaks and perform work beyond his scheduled shifts.

60. Defendants failed to compensate Plaintiff at the overtime rate of one and one-half times his regular rate of pay for all hours worked in excess of eight hours in a workday and/or forty hours in a workweek.

61. Pursuant to Labor Code § 558.1, Defendant LUCAS is personally liable as a natural person who is an owner, director, officer, or managing agent of Defendants, and who directly or indirectly, or through an agent or any other person, violated or caused to be violated the provisions of the Labor Code relating to overtime compensation.

62. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this Court, and will be determined according to proof at trial.

63. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and interest, in addition to such other damages provided by law and as alleged herein.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS

[Violations of California Labor Code § 226]

(By Plaintiff Against All Defendants)

64. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

65. California Labor Code § 226(a) requires employers to furnish each employee with an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked, (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, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number, (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.

66. During the relevant time period, Fishetarian did not provide Mr. Chaparro with complete and accurate itemized wage statements.

67. Because Fishetarian failed to properly compensate employees for all hours worked and failed to pay premium wages for missed meal and rest breaks, the wage statements received by Mr. Chaparro were necessarily inaccurate and incomplete.

68. The violations include, but are not limited to, the failure to accurately report gross wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

69. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

70. Pursuant to Labor Code § 558.1, Defendant LUCAS is personally liable as a natural person who is an owner, director, officer, or managing agent of Defendants, and who directly or indirectly, or through an agent or any other person, violated or caused to be violated the provisions of the Labor Code relating to wage statements.

71. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this Court, and will be determined according to proof at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

[Violations of California Labor Code §§ 201, 202, 203]

(By Plaintiff Against All Defendants)

72. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

73. California Labor Code § 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code § 202 requires that if an employee quits, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or

her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but the wages shall not continue for more than 30 days.

74. Mr. Chaparro's employment was terminated on or about July 7, 2025.

75. When Mr. Chaparro's employment was terminated, Fishetarian failed to pay Mr. Chaparro all wages due to him, including unpaid premium wages for missed meal and rest breaks spanning approximately six years.

76. Despite being handed his final paycheck on the day of termination, this final payment did not include all wages, premiums, and other compensation owed to Mr. Chaparro.

77. Defendants' failure to pay all wages due upon termination was willful within the meaning of Labor Code § 203.

78. Pursuant to Labor Code § 558.1, Defendant LUCAS is personally liable as a natural person who is an owner, director, officer, or managing agent of Defendants, and who directly or indirectly, or through an agent or any other person, violated or caused to be violated the provisions of the Labor Code relating to payment of wages upon termination.

79. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff is entitled to waiting time penalties pursuant to Labor Code § 203 in an amount to be determined according to proof at trial.

80. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and interest, in addition to such other damages provided by law and as alleged herein.

SIXTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

[Violations of California Labor Code § 1174]

(By Plaintiff Against All Defendants)

81. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

82. California Labor Code § 1174(d) requires an employer to keep payroll records showing the hours worked daily by and the wages paid to employees. These records shall be kept on file for not less than two years.

83. During the relevant time period, Fishetarian failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chaparro.

84. Fishetarian's systematic failure to properly record hours worked, particularly the hours worked through meal and rest breaks, and all compensable time, resulted in incomplete and inaccurate payroll records that failed to reflect the actual hours worked and wages owed to Plaintiff.

85. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this Court, and will be determined according to proof at trial.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO PAGA

[Violations of California Labor Code §§ 2698, et seq.]

(By Plaintiff Against All Defendants)

86. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein

87. The Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698, et seq., authorizes aggrieved employees to bring civil actions to recover civil penalties on behalf of themselves and other current or former employees for Labor Code violations. Under Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

88. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c) because he was employed by Defendants and one or more of the alleged Labor Code violations was committed against him.

89. On or about October 13, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3.

90. Defendants have violated the following Labor Code provisions, entitling Plaintiff and other aggrieved employees to civil penalties under PAGA: Labor Code §§ 226.7, 512 (meal periods); Labor Code § 226.7 (rest periods); Labor Code §§ 510, 1194, 1198 (overtime); Labor Code § 226 (wage statements); Labor Code §§ 201, 202, 203 (wages upon termination); and Labor Code § 1174 (recordkeeping).

91. Pursuant to Labor Code § 558, Defendants are subject to civil penalties for violations of provisions regulating hours and days of work, including fifty dollars ($50) for each underpaid employee for each pay period for the initial violation, and one hundred dollars ($100) for each underpaid employee for each pay period for each subsequent violation.

92. Pursuant to Labor Code § 2699(f), for all violations for which a civil penalty is not specifically provided, Defendants are subject to a civil penalty of 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.

93. Plaintiff seeks to recover civil penalties on behalf of himself and all other aggrieved employees, defined as non-exempt hourly employees who worked for Defendants in the State of California during the period from one year prior to the date of the PAGA notice to the present.

94. Pursuant to Labor Code § 2699(i), sixty-five percent (65%) of the civil penalties recovered shall be distributed to the Labor and Workforce Development Agency, and thirty-five percent (35%) shall be distributed to the aggrieved employees.

95. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SIXTH CAUSE OF ACTION

UNLAWFUL BUSINESS PRACTICES

[Violations of California Business & Professions Code § 17200 et seq.]

(By Plaintiff Against All Defendants)

96. California Business and Professions Code § 17200 et seq. (the "UCL") prohibits any unlawful, unfair, or fraudulent business act or practice. A business practice is "unlawful" under the UCL if it violates any other law or regulation. A business practice is "unfair" if the harm it causes outweighs its benefits.

97. Defendants' conduct, as alleged herein, constitutes unlawful business practices in violation of the UCL because Defendants violated California Labor Code provisions including, but not limited to, sections 226, 226.7, 512, 201, and 203.

98. Defendants' conduct was also unfair because the harm caused to Plaintiff and other employees outweighed any benefit to Defendants.

99. As a result of Defendants' conduct, Defendants unlawfully retained wages and premium pay that should have been paid to Plaintiff and other employees, which constitutes money subject to restitution under Business and Professions Code section 17200.

100. As a direct and proximate result of Defendants' unlawful and unfair business practices, Plaintiff has suffered injury in fact and has lost money or property.

101. Plaintiff is entitled to restitution of all wages and compensation unlawfully withheld by Defendants as a result of their unlawful and unfair business practices.

102. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For compensatory damages for unpaid meal and rest period premiums, according to proof;

2. For compensatory damages for unpaid overtime wages, according to proof;

3. For waiting time penalties pursuant to Labor Code § 203;

4. For penalties pursuant to Labor Code § 226 for wage statement violations;

5. For civil penalties pursuant to Labor Code § 558 for violations of provisions regulating hours and days of work;

6. For civil penalties pursuant to Labor Code § 2699 et seq. (PAGA) for all Labor Code violations alleged herein;

7. For an award of all applicable statutory damages and civil penalties;

8. For attorneys' fees and costs of suit incurred as permitted by law;

9. For an award of interest, including prejudgment and post-judgment interest;

10. For such other and further relief as this Court deems just and proper.

HALAVI LAW, INC.

DATED: February 3, 2026

By: _____
NAVEED HALAVI
Attorney for Plaintiff
JULIAN CHAPARRO

PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff JULIAN CHAPARRO hereby demands a trial by jury.

HALAVI LAW, INC.

DATED: February 3, 2026

By: _____
NAVEED HALAVI
Attorney for Plaintiff
JULIAN CHAPARRO

Naveed Halavi (SBN: 336945)
Halavi Law, Inc.
21700 Oxnard St, Suite 1760
Woodland Hills, CA 91367
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E: naveed@halavi.law

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/30/2026 4:16 PM
By: Angela Rubiano, Deputy Clerk

Attorney for Plaintiff

Julian Chaparro, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., a California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848
Assigned to the Hon. Jane Gaskell, Dept. 17

DECLARATION OF JULIAN CHAPARRO IN SUPPORT OF UNOPPOSED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES AND COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND ENTERING JUDGMENT

Date: To Be Set By Court 2/10/2027
Time: To Be Set By Court 3:00 pm
Dept.: 17

Complaint Filed: February 3, 2026

DECLARATION OF JULIAN CHAPARRO

I, Julian Chaparro, declare as follows:

1. I am the Plaintiff in this action. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently to them.

2. I worked for Fishetarian Fish Market, Inc. in Bodega Bay, California as a non-exempt hourly employee from approximately June 2019 until my employment ended on or about July 7, 2025. During my employment I was paid an hourly wage, most recently $20.00 per hour, on a biweekly pay schedule. I regularly worked 7 to 8 hours per day, 5 days per week.

3. Based on my own experience, I believe that I and other hourly employees were frequently unable to take timely, uninterrupted meal periods and were not authorized and permitted to take the rest breaks required by law, due to work overload and understaffing, and that we were not paid the premium wages owed when that happened. I raised my concerns with my attorney, and I understand that a notice describing these violations was sent to the State of California and to Fishetarian on October 13, 2025, and that this lawsuit followed on February 3, 2026.

4. I participated actively in this case. Among other things, I provided my attorney with detailed information about my employment, my schedule, and the practices I observed; I identified witnesses; I reviewed documents; I stayed in regular contact with my attorney during the informal exchange of records; and I personally attended the full-day mediation on July 16, 2026 before mediator David Sarnoff.

5. My attorney explained the terms of the PAGA Settlement to me before I signed it. I understand that Defendants will pay a total of $65,000.00; that, subject to Court approval, $37,840.50 of that amount is allocated to PAGA civil penalties; that 65% of the penalties ($24,596.33) goes to the California Labor and Workforce Development Agency and 35% ($13,244.17) is divided among approximately 60 aggrieved employees based on how many pay periods each person worked; and that attorney's fees, litigation expenses, and settlement administration costs will be paid from the total only in the amounts the Court approves. I

understand that the aggrieved employees do not have to submit claim forms to be paid and that none of the money returns to Defendants.

6. I understand that the aggrieved employees are releasing only PAGA civil penalty claims based on the violations described in the notice and the Complaint for the period beginning October 13, 2024, and that they are not releasing their own individual claims.

7. I have also entered into a separate individual settlement of my own individual claims against Defendants for $10,000.00. I understand that this individual payment is separate from and in addition to the $65,000.00 PAGA fund, that it does not reduce what the aggrieved employees or the State will receive, and that it only becomes payable if the Court approves the PAGA Settlement. I am not requesting any service award or incentive payment from the PAGA fund.

8. I am not aware of any other lawsuit or PAGA action against Fishetarian Fish Market, Inc. or Dana Larae Lucas asserting the same claims that this Settlement resolves.

9. I signed the PAGA Settlement Agreement on August 12, 2026, voluntarily and after consulting with my attorney. I believe the Settlement is fair and in the best interests of the aggrieved employees, and I respectfully ask the Court to approve it.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on 09/25/2026 at Santa Rosa, California.

DATED: 09/25/2026

By _____
JULIAN CHAPARRO
Plaintiff

Signing Certificate

Signer Events	Signature	Details
Julian Chaparro Signer **Authentication Level:** Email	 **Signature ID:** CMUHNFMCWBGDLAD1VP9CXHBLQ **Device:** Android - Chrome 153.0.0.0	**Sent:** 2026-09-26 12:26:15 AM (UTC) **Viewed:** 2026-09-26 12:26:38 AM (UTC) **Signed:** 2026-09-26 12:27:01 AM (UTC) **Reason:** I am a signer of this document

Signing certificate provided by: Documenso

Naveed Halavi (SBN: 336945)
Halavi Law, Inc.
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Phone: (818) 532-9915
Fax: (213) 297-5071
E: naveed@halavi.law

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/30/2026 4:16 PM
By: Angela Rubiano, Deputy Clerk

Declarant
Julian Chaparro, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., a California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848
Assigned to the Hon. Jane Gaskell, Dept. 17

DECLARATION OF JODEY LAWRENCE OF PHOENIX SETTLEMENT ADMINISTRATORS, PROPOSED SETTLEMENT ADMINISTRATOR, IN SUPPORT OF UNOPPOSED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES AND COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND ENTERING JUDGMENT

Date: To Be Set By Court 2/10/2027
Time: To Be Set By Court 3:00 pm
Dept.: 17

Complaint Filed: February 3, 2026

DECLARATION OF JODEY LAWRENCE

I, **JODEY LAWRENCE**, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions ("Phoenix"), as President of Business Development.

3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the parties or counsel in the matter of Chaparro v. Fishetarian Fish Market, Inc. I am unaware of any other actual or potential conflicts of interest that would prevent Phoenix from serving as administrator in this matter.

Qualifications and Experience as Settlement Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class and representative action matters and has been appointed as the Settlement Administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class and representative action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class and representative action matters including: (a) preparing, translating, printing, mailing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (h) tax management, filings, and account reconciliation.

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members and Aggrieved Employees, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Aggrieved Employee Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

a. Phoenix's Business Continuity Policy;

b. Phoenix's Disaster Recovery Plan;

c. Phoenix's Incident Response Plan;

d. Phoenix's Personal Computer Security Policy;

e. Phoenix's Data Archiving and Retention Policy;

f. Phoenix's Personnel Security Policy;

g. Phoenix's Risk Assessment;

h. Phoenix's Service Provider Risk Assessment;

i. Phoenix's Classification and Access Rights Policy;

j. Phoenix's Password Policy;

k. Phoenix's Certification of Destruction; and

l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of $2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of $3,000,000.00.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Notice of Settlement to Aggrieved Employees, Phoenix will mail Individual PAGA Payments to the Aggrieved Employees along with the Notice of Settlement to Aggrieved Employees via First Class U.S. Mail, postage prepaid. Phoenix will provide the Parties' counsel reports regarding administration of the Settlement Agreement as needed or requested. If a Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment from the initial mailing is returned as undeliverable during the check-cashing period, Phoenix will attempt to obtain a current address for the Aggrieved Employee to whom the returned Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment had been mailed within three (3) calendar days of receipt of the returned Notice of Settlement to Aggrieved Employees and/or Individual PAGA Payment check, by: (a) contacting the Aggrieved Employee by phone, if possible, (b) undertaking all reasonable efforts to identify the Aggrieved Employee's correct address, and (c) undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Notice of Settlement to Aggrieved Employees and Individual PAGA Payment check to the Aggrieved Employee at his or her updated address within three (3) business days.

Phoenix Policies/Procedures for Data Breach and/or Mishandling of Funds

13. **Incident Identification and Reporting:** Phoenix utilizes monitoring tools and internal reporting procedures to promptly detect any suspected data breach or irregularity involving confidential information or case-related funds. Any employee who becomes aware of

a potential incident must immediately notify Phoenix's Compliance and Information Security teams.

14. **Investigation and Containment Procedures**: Upon receiving notice of a suspected breach or mishandling event, Phoenix initiates an internal investigation to determine scope, cause, and impact. Phoenix takes immediate steps to contain the incident, secure affected systems or funds, and prevent additional unauthorized access or transactions.

15. **Notification Protocols**: If a breach of confidential or personal information is confirmed, Phoenix follows all applicable legal and contractual notification requirements. This includes timely notification to counsel, affected Parties, and, when necessary, regulatory agencies. Phoenix provides details of the incident, corrective actions taken, and any recommended steps for impacted individuals.

16. **Remediation and Corrective Action** Phoenix promptly implement corrective measures to address identified vulnerabilities and prevent future incidents. This may include system enhancements, employee retraining, policy updates, or additional monitoring mechanisms.

17. **Detection of Financial Irregularities:** Any discrepancies, unauthorized transactions, or indications of mishandling are immediately escalated to Phoenix's Finance and Compliance teams. Phoenix reviews bank records, transaction logs, and authorization records to determine the root cause.

18. **Response to Mishandling of Funds:** If mishandling is confirmed, Phoenix takes immediate steps to correct the error, notify counsel, and implement appropriate safeguards. Phoenix may temporarily suspend affected processes until the issue is resolved, ensuring full accountability and documentation.

Settlement Administration Cost

19. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

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/ / /

20. Phoenix's costs are reasonable and competitive when compared to the industry.

21. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

- **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, and Remail.
- **Hourly Cost:** The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

22. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed quote of **$2,995** is attached hereto as **Exhibit B**.

I declare under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on September 22, 2026 at Orange, California.



Jodey Lawrence

Exhibit A

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

1411 N. Batavia Street, Suite 105, Orange, CA 92867
800.523.5773
www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix, Class Action Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is a National Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 38 years of expert experience, PSA,'s Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing Consumer and Product Liability, TCPA, ADA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 400 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With Hundreds of Millions of dollars in award distributions and currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification & ADA Cases.

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Seyfarth Shaw
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Perkins Coie
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Morrison Foerster
O'Hagan Meyer
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Snell & Wilmer
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Lavi & Ebrahimian, LLP
Work Lawyers, PC
Mahoney Law Group, APC
Law Office of Thomas Rutledge
Lawyers for Justice PC
Matern Law Group, PC
Rastegar Law Group
Diversity Law Group
Righetti & Glugoski
Cohelan, Khoury & Singer
Moon Law Group, PC
Tunyan Law, APC
The Spivak Law Firm
Law Offices of Kenneth Yoon
Paul Haines Law Group
Parris Law Firm
Mallison & Martinez
Jackson, APC
David Yeremian & Associates
Aegis Law Firm
Lauby, Mankin & Lauby, APC
Parker & Minne, LLP
Crosner Legal, APC
Setareh Law Group

Phoenix Settlement Administrators 1411 N. Batavia St. Suite 105 Orange, CA 92867
Phone: 800.523.5773 **Fax**: 949.209.2503
www.psaclassaction.com

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Employee	60
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employee	60
Subtotal Admin Only	**$2,995.00**

Not-to-Exceed Total $2,995.00

For 60 Aggrieved Employee

Pricing Good for Scope of Estimate Only

July 28, 2026

Case: Chaparro v. Fishetarian Fish Market PAGA Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Naveed Halavi, Esq.
Firm: Halavi Law
Contact Number: (818) 532-9915
Email: naveed@halavi.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 60 Aggrieved Employee. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$34.46	1	$34.46
Call Center & Long Distance	$2.00	4	$8.00
NCOA (USPS)	$20.00	1	$20.00
		Total	**$312.46**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	1	$125.00
Data Merge & Duplication Scrub	$0.25	60	$15.00
Notice and Check Packet	$1.75	60	$105.00
Estimated Postage (up to 1 oz.)*	$0.69	60	$41.40
		Total	**$286.40**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	1	$50.00
Skip Tracing Undeliverables	$1.25	6	$7.50
Remail Notice Packets	$1.75	6	$10.50
Estimated Postage	$0.69	6	$4.14
Programming Undeliverables	$50.00	1	$50.00
		Total	**$122.14**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$75.00	1	$75.00
		Total	**$200.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$50.00	1	$50.00
Check Run Setup & Printing	$125.00	2	$250.00
		Total	**$990.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	6	$9.00
Case Associate	$50.00	2	$100.00
Reconcile Uncashed Checks	$75.00	1	$75.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$350.00	1	$350.00
		Total	**$1,084.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $2,995.00

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Naveed Halavi (SBN: 336945)
Halavi Law, Inc.
21700 Oxnard St, Suite 1760
Woodland Hills, CA 91367
Phone: (818) 532-9915
Fax: (213) 297-5071
E: naveed@halavi.law

Attorney for Plaintiff

Julian Chaparro, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JULIAN CHAPARRO, an individual;

Plaintiff,

vs.

FISHETARIAN FISH MARKET, INC., a California Corporation; DANA LARAE LUCAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26CV00848
Assigned to the Hon. Jane Gaskell, Dept. 17

[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES AND COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND ENTERING JUDGMENT

Date: To Be Set By Court
Time: To Be Set By Court
Dept.: 17

2/10/2027
3:00 pm

Complaint Filed: February 3, 2026

Plaintiff Julian Chaparro's ("Plaintiff") Unopposed Motion for an Order and Judgment: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.) ("PAGA") set forth in the parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"); (2) appointing Phoenix Settlement Administrators as the Settlement Administrator and approving payment of its fees not to exceed $2,995.00 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees of $21,664.50 and litigation costs not to exceed $2,500.00 from the Gross Settlement Amount to Counsel for Plaintiff; and (5) entering Judgment consistent with the Settlement Agreement, came on for hearing before this Court in Department 17, the Honorable Jane Gaskell presiding, on _____, 2026. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the parties' papers and any oral argument, and good cause appearing, the Court hereby orders, adjudges, and decrees as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached hereto as Exhibit 1.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. Plaintiff complied with Labor Code section 2699.3, subdivision (a), by submitting written notice of the alleged Labor Code violations to the Labor and Workforce Development Agency ("LWDA") and by USPS Certified Mail to Fishetarian Fish Market, Inc. on October 13, 2025 (LWDA Case No. LWDA-CM-1131347-25), and the proposed Settlement was submitted to the LWDA at the same time it was submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2).

4. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate in view of PAGA's purposes, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under

California law. The Court finds that the non-reversionary Gross Settlement Amount of $65,000.00 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

5. The Court has considered the authorities and evidence presented by Plaintiff and hereby approves the following awards and deductions from the Gross Settlement Amount: (a) to Plaintiff's counsel, Halavi Law, Inc., an award of $21,664.50 in attorneys' fees and $_____ (not to exceed $2,500.00) in reimbursement of litigation costs, which the Court finds fair and reasonable and commensurate with applicable California law; and (b) to Phoenix Settlement Administrators, the Settlement Administrator, a payment of up to $2,995.00 to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all associated tax reporting.

6. The Settlement Agreement allocates $37,840.50 to PAGA Penalties, of which 65% ($24,596.33) shall be paid to the LWDA and 35% ($13,244.17) to the Aggrieved Employees on a pro rata basis according to pay periods worked during the PAGA Period, without any claim form. If the Court approves any lesser attorneys' fee, litigation-cost, or administration amount, the difference shall remain in the Gross Settlement Amount and shall not be distributed until further order addressing allocation under Labor Code section 2699, subdivision (m). Funds represented by checks uncashed 180 days after mailing shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of the respective Aggrieved Employee.

7. Upon entry of this Order and Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement, including Defendants' funding of the Gross Settlement Amount within 30 days after the Effective Date and the Administrator's mailing of payments within 14 days after funding. Defendants shall deliver the final Aggrieved Employee Data to the Administrator within 30 days after entry of this Order, as contemplated by Section 4.2 of the Settlement Agreement. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days after entry pursuant to Labor Code section 2699, subdivision (s)(3). Within 45 days after the Administrator

completes all disbursements required by the Settlement Agreement, including disposition of uncashed checks, Plaintiff shall file the Administrator's final declaration of disbursement. The Administrator shall provide its signed declaration to counsel at least 15 days before that filing deadline.

8. Upon Defendants' full funding of the Gross Settlement Amount, the Released PAGA Claims are released as set forth in Section 5 of the Settlement Agreement. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, this Judgment is binding on Plaintiff, the LWDA, the State of California, and all Aggrieved Employees as to the Released PAGA Claims, which are limited to claims for PAGA civil penalties arising from the facts alleged in the Complaint and the PAGA Notice during the PAGA Period.

9. Judgment is hereby entered consistent with the Settlement Agreement. The Court retains jurisdiction over the Action and the Parties to construe, interpret, implement, and enforce the Settlement Agreement and this Order and Judgment, and to address settlement administration matters.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

By: _____
HON. JANE GASKELL
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Chaparro v. Fishetarian Fish Market, Inc., et al. | Case No. 26CV00848

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 21700 Oxnard St, Ste 1760, Woodland Hills, CA 91367.

On October 14, 2026, I served true copies of the following documents on the addressee identified below by electronic mail:

1. Notice of Unopposed Motion and Motion for PAGA Settlement Approval; Memorandum of Points and Authorities (conformed copy).
2. Declaration of Naveed Halavi in Support of PAGA Settlement Approval, with Exhibits A-F (conformed copy).
3. Declaration of Julian Chaparro in Support of PAGA Settlement Approval (conformed copy).
4. Declaration of Jodey Lawrence of Phoenix Settlement Administrators in Support of PAGA Settlement Approval, with Exhibits A-B (conformed copy).
5. [Proposed] Order and Judgment Approving PAGA Settlement (proposed, unsigned order).

X **BY ELECTRONIC MAIL.** By e-mailing the above-referenced documents from naveed@halavi.law to Elizabeth Fritzinger at elizabeth@efritzlaw.com.

ADDRESSEE(S):

Elizabeth Fritzinger, Esq.
EF Law Group, P.C.
101 Morris St., Suite 101
Sebastopol, CA 95472
elizabeth@efritzlaw.com
Attorneys for Defendants Fishetarian Fish Market, Inc.
and Dana Larae Lucas

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 14, 2026 at Woodland Hills, California.

By: _____
Naveed Halavi