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Superior Court of California
County of Sonoma
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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.

<u>FIRST CAUSE OF ACTION</u>

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