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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROBERT FRANK, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

VAZ RESTAURANTS, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV18844

*[Assigned for All Purposes to the Hon.
Laura A. Seigle, Dept. 17]*

Complaint Filed: July 30, 2024
FAC Filed: November 6, 2024

**SUPPLEMENTAL DECLARATION OF
ALAN WILCOX IN SUPPORT OF JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

APPROVAL HEARING

Date: August 4, 2026
Time: 9:00 a.m.
Dept: 17

1 I, Alan Wilcox, declare as follows:

2 1. I am an attorney in good standing admitted in the State of California and the
3 United States District Courts for the Central, Southern, Eastern, and Northern Districts of
4 California. I am a Senior Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for
5 Plaintiff Robert Frank (“Plaintiff”). I have personal knowledge of the facts set forth in this
6 declaration and could and would competently testify to them under oath if called as a witness.
7 This Declaration is submitted in support of the Joint Stipulation Requesting Approval of
8 Settlement Pursuant to the Labor Code Private Attorneys General Act of 2004 filed on April 14,
9 2026, and in response to the Court’s June 17, 2026, tentative ruling.

10 2. Attached as **Exhibit A** is a true and correct executed copy of the fully executed
11 First Amendment to the PAGA Settlement Agreement which replaces paragraph 5.2 of the
12 Parties’ Settlement Agreement to change “and/or” to “and” and removes reference Labor Code
13 section 246.

14 3. Attached as **Exhibit B** is a true and correct copy of the revised Notice of PAGA
15 Settlement which incorporates the above change to the release language.

16 4. Attached as **Exhibit C** is a true and correct copy of the revised Notice of PAGA
17 Settlement which shows the changes made to the Notice in redline.

18 5. According to the declaration of Norman Alcantara, the Apex Class Action, LLC
19 Administrator handling this settlement, filed concurrently with this declaration, Defendant
20 produced to the Administrator the data necessary to determine whether or not the escalator
21 provision in the Parties’ Settlement has been triggered and Mr. Alcantara determined that the
22 escalator provision had not been triggered. As a result, pursuant to the terms of the Parties’
23 Settlement, the PAGA Period should remain June 20, 2023, to July 31, 2025.

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

26 Executed on July 21, 2026, in Santa Rosa, California.

27 
28 Alan Wilcox

EXHIBIT A

FIRST AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT

This First Amendment is made to the PAGA Settlement Agreement ("Agreement") and is made by and between: (1) Plaintiff Robert Frank ("Plaintiff"), individually and on behalf of the Class; and (2) Defendant VAZ Restaurants, LLC ("Defendant"). This Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party" and adopts the definitions made in the Agreement.

WHEREAS, the Agreement, and especially section 10.3 of the Agreement, authorizes the Parties' counsel "...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." Thus, the Parties' counsel are authorized to execute this amendment.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- a. Section 5.2 of the Agreement defining "Release by Aggrieved Employees" shall be amended to change the "and/or" to "and" and remove reference to Labor Code section 246; replacing that paragraph with following text:

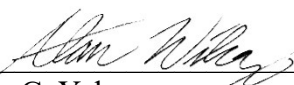
Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice, which arose during the PAGA Period, including PAGA penalties for: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; and (viii) violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802.

APPROVAL AND EXECUTION BY THE PARTIES

On behalf of Plaintiffs

DATED: July 24, 2026

WILSHIRE LAW FIRM, PLC

By: 

John G. Yslas

Arrash T. Fattahi

Alan Wilcox

Arman A. Salehi

Attorneys for Plaintiff Robert Frank

On behalf of Defendant

DATED: July 23, 2026

FISHER & PHILLIPS LLP

By: 

Lonnie D. Giamela
Carol A. Ibrahim
Attorneys for Defendant

EXHIBIT B

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by ROBERT FRANK ("Plaintiff") against Defendant VAZ RESTAURANTS, LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). The claim was filed in the Los Angeles County Superior Court under Case No. 24STCV18844 (the "Action").

Plaintiff's claim against Defendant is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged unlawful conduct. Specifically, Plaintiff alleges that Defendant failed to comply with wage-and-hour laws as to non-exempt employees who worked for Defendant, including but not limited to claims penalties pursuant to the PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802.

The claims released by this settlement are as follows:

Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice, which arose during the PAGA Period, including PAGA penalties for: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; and (viii) violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802.

Defendant strongly denies these claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, Defendant agreed to settle the matter. The settlement covers Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendant (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Defendant in California from June 20, 2023 to July 31, 2025 (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant from June 20, 2023, to July 31, 2025.

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities as non-wage income.

This settlement bars you and other Aggrieved Employees, for the period spanning June 20, 2023 to July 31, 2025, from pursuing any and all claims relating to any and all facts and claims asserted in the Action or that could have been asserted in the Action, as alleged in the notice(s) to the LWDA and any judicial Complaint(s) filed in connection with the litigation, including, but not limited to, any and all claims for civil penalties under PAGA based on claims for unpaid minimum wages, straight-time wages, and overtime wages; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, straight-time wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to reimburse for business expenses; failure to provide accurate wage statements; and any related claims for attorneys' fees, costs, or interest resulting therefrom.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]

EXHIBIT C

[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of **INDIVIDUAL SETTLEMENT SHARE**.

You are receiving this check because of a lawsuit brought by ROBERT FRANK ("Plaintiff") against Defendant VAZ RESTAURANTS, LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). The claim was filed in the Los Angeles County Superior Court under Case No. 24STCV18844 (the "Action").

Plaintiff's claim against Defendant is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged unlawful conduct. Specifically, Plaintiff alleges that Defendant failed to comply with wage-and-hour laws as to non-exempt employees who worked for Defendant, including but not limited to claims penalties pursuant to the PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, ~~246~~, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802.

The claims released by this settlement are as follows:

Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice, which arose during the PAGA Period, including PAGA penalties for: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; and (viii) violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802.

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On **insert date**, ~~2025~~, the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Defendant in California from June 20, 2023 to July 31, 2025 (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant from June 20, 2023, to July 31, 2025.

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You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

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