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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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| ROBERT FRANK, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,<br><br>*Plaintiff*,<br><br>v.<br><br>VAZ RESTAURANTS, LLC, a California limited liability company; and DOES 1 through 10, inclusive,<br><br>*Defendants*. | Case No.: 24STCV18844<br><br>*[Assigned for All Purposes to the Hon. Laura A. Seigle, Dept. 17]*<br><br>**JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**<br><br>Complaint Filed: July 30, 2024<br>FAC Filed: November 6, 2024 |

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VAZ RESTAURANTS, LLC

**IT IS HEREBY STIPULATED AND AGREED BY PLAINTIFF ROBERT FRANK AND DEFENDANT VAZ RESTAURANTS, LLC, BY AND THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

**WHEREAS**, on June 20, 2024, pursuant to California Labor Code ("Cal. Lab. Code") section 2699.3(a)(1)(A), Plaintiff Robert Frank ("Plaintiff") provided written notice to the California Labor & Workforce Development Agency ("LWDA") of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support of such alleged violations (the "PAGA Notice") (Fattahi Decl., ¶ 2, Ex. 1);

**WHEREAS,** on July 30, 2024, Plaintiff Robert Frank ("Plaintiff") filed a putative Class Action Complaint against Defendant VAZ Restaurants, LLC ("Defendant") in the Superior Court of California, County of Los Angeles, Case No. 24STCV18844, alleging failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for necessary business expenditures, and unfair business practices (Declaration of Arrash T. Fattahi ["Fattahi Decl."], ¶ 3);

**WHEREAS**, pursuant to California Labor Code section 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant (collectively, the "Parties") whether it intended to investigate the alleged violations asserted in Plaintiff's PAGA Notice, but the LWDA did not do so (Fattahi Decl., ¶ 4);

**WHEREAS**, on November 6, 2024, Plaintiff filed a First Amended Complaint which added a cause of action for recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA") based on the same allegations and theories of liability asserted in Plaintiff's Class Action Complaint (the "Action") (Fattahi Decl., ¶ 5);

**WHEREAS**, on February 11, 2025, the Court granted Defendant's motion to compel arbitration of Plaintiff's individual claims including Plaintiff's individual PAGA claim, dismissed Plaintiff's class claims, and stayed Plaintiff's non-individual PAGA claim pending the completion of arbitration (Fattahi Decl., ¶ 6);

**WHEREAS**, on May 30, 2025, the Parties participated in private mediation with mediator Phillip Cha, which led to a resolution in principle of Plaintiff's individual claims, including his individual PAGA claim, as well as Plaintiff's non-individual PAGA claim (Fattahi Decl., ¶ 7);

**WHEREAS**, on January 21, 2026, the Parties fully executed a long-form settlement agreement which includes an explanatory letter to be mailed out by the Settlement Administrator to all persons employed by Defendant in California and classified as non-exempt or hourly-paid employees who worked for Defendant ("Aggrieved Employees") from the period of June 20, 2023, through July 31, 2025 ("PAGA Period") (Fattahi Decl., ¶ 8; Ex. 2 ["Settlement" or "Settlement Agreement"]);

**WHEREAS**, Plaintiff is concurrently submitting the Settlement Agreement to the LWDA (Fattahi Decl., ¶ 9, Ex. 3);

**WHEREAS,** California Labor Code section 2699(b)(4) requires judicial review and approval of any proposed settlement involving a representative PAGA claim;

**WHEREAS,** Plaintiff and Plaintiff's counsel concluded, after taking into account the sharply disputed factual and legal issues involved in the Action, the risks associated with further prosecution, and the substantial benefits received and to be received pursuant to the Settlement, that the Settlement is in the best interest of all interested parties and beneficiaries (Fattahi Decl., ¶ 10);

**WHEREAS,** Plaintiff and Plaintiff's counsel have balanced their evaluation of the validity and strength of these asserted allegations against the problems of proof, collectability, and the legal standards governing said allegations, and found significant risk in proceeding. Based on this evaluation, Plaintiff's counsel believes that the Settlement satisfies the public policies of PAGA and is fair to all interested parties and beneficiaries (Fattahi Decl., ¶ 11);

**WHEREAS,** similarly, Defendant and Defendant's counsel concluded there were benefits associated with settling, and although Defendant denies and disputes the various allegations in Plaintiff's PAGA Letter, Class Action Complaint, First Amended Complaint, and the Action, generally, Defendant took into account the potential risks associated with further defense, the expense, time, and burden of protracted litigation, and the desire to put the controversy to rest, and based on these factors, Defendant and Defendant's counsel agreed to the Settlement without any admission of fault or liability;

**WHEREAS,** as part of the Settlement, Defendant has agreed to pay a sum of $475,000.00 (the "Gross Settlement Amount"), which is non-reversionary and includes payment to the LWDA, payments to all Aggrieved Employees, payment of Plaintiff's counsel's fees and costs, payment to Plaintiff for a service award as the PAGA representative, and payment to the Settlement Administrator for administration costs (Fattahi Decl., ¶ 12; ¶ 8, Ex. 2);

**WHEREAS**, after subtracting payment of Plaintiff's counsel's fees and costs, payment to Plaintiff for a service award as the PAGA representative, and payment to the Settlement Administrator for administration costs from the Gross Settlement Amount, the Net Settlement Amount will remain;

**WHEREAS**, the Net Settlement Amount will be allocated as 65% to the LWDA, with the remaining 35% allocated to the Aggrieved Employees, to be paid on a pro rata basis based on the number of Pay Periods each Aggrieved Employee worked during the PAGA Period;

**WHEREAS**, effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and Plaintiff's Counsel will release claims against all Released Parties (defined as 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) as set forth in Paragraphs 5.1, 5.1.1, 5.2, and 5.3 of the Settlement Agreement;

**WHEREAS,** the fee award requested here is one third (1/3) of the Gross Settlement Amount, currently estimated to be $158,333.33, and is justified because: (1) Plaintiff's counsel achieved a significant monetary recovery for the Aggrieved Employees and the LWDA in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis; (2) the fees requested are in line with market rates; (3) Plaintiff's counsel expended significant time and resources in litigating this case, which resulted in a favorable result for the LWDA, Plaintiff, and the Aggrieved Employees; and (4) Plaintiff's counsel elected to bear the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as for the State of California (Fattahi Decl., ¶ 13);

**WHEREAS,** Plaintiff's counsel has dedicated substantial resources to this litigation, including approximately $12,795.06 in costs as of March 24, 2026, without receiving any compensation, and all of Plaintiff's counsel's litigation costs are documented and reasonably incurred (Fattahi Decl., ¶ 14; Ex. 4);

**WHEREAS**, Plaintiff anticipates incurring an additional $300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order regarding the Parties' Joint Stipulation, and requests reimbursement of such (Fattahi Decl., ¶ 14);

**WHEREAS,** Plaintiff requests a service award of $7,500.00 for his service as a PAGA representative, which is intended to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State of California and the Aggrieved Employees; (2) the risks faced by Plaintiff as a result of bringing this action; (3) the fact that Plaintiff put the interests of the State of California and other Aggrieved Employees ahead of his own; and (4) the substantial benefit conferred upon the State and the Aggrieved Employees as a result of Plaintiff's actions (Fattahi Decl., ¶ 15);

**WHEREAS,** the costs of the Settlement Administrator, Apex Class Action Administrators, to administer this Settlement are estimated to not exceed $10,000.00 (Fattahi Decl., ¶ 16; Ex. 5); and

**WHEREAS,** the Parties jointly stipulate and request that the Court approve the Settlement Agreement in accordance with the terms outlined above.

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Respectfully submitted,

Dated: April 13, 2026 **WILSHIRE LAW FIRM, PLC**

By: /s/ Courtney M. Miller
Arrash T. Fattahi
Arman A. Salehi
Emily K. Borman
Courtney M. Miller
Attorneys for Plaintiff
ROBERT FRANK

Dated: April 13, 2026 **FISHER & PHILLIPS LLP**

By: /s/ Carol A. Ibrahim
Lonnie D. Giamela
Carol A. Ibrahim
Attorneys for Defendant
VAZ RESTAURANTS, LLC