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12 *Page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

15
16 ROBERT FRANK, individually, on behalf of all
17 others similarly situated, and on behalf of the
State of California and other aggrieved persons,

18 *Plaintiff,*

19 v.

20 VAZ RESTAURANTS, LLC, a California
21 limited liability company; and DOES 1 through
22 10, inclusive,

23 *Defendants.*

Case No.: 24STCV18844

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

**[PROPOSED] ORDER GRANTING
JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 AND JUDGMENT
THEREON**

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

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12 VAZ RESTAURANTS, LLC
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1 The Court, having considered the submissions of Plaintiff Robert Frank (“Plaintiff”) and
2 Defendant VAZ Restaurants, LLC (“Defendant”) (Plaintiff and Defendant collectively, the
3 “Parties”), the Parties’ PAGA Settlement Agreement, and all legal authorities and documents
4 submitted in support thereof, including), and for good cause appearing, HEREBY ORDERS AND
5 ENTERS JUDGMENT as follows:

6 1. This Order incorporates the Parties’ PAGA Settlement Agreement (“Settlement
7 Agreement”) attached to the Declaration of Arrash T. Fattahi in support of the Joint Stipulation
8 Requesting Approval of Settlement Under PAGA as **Exhibit 2**. Unless otherwise provided
9 herein, all capitalized terms used herein shall have the same meaning as defined in the
10 Settlement Agreement.

11 2. The Court hereby finds that Plaintiff notified the Labor and Workforce
12 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
13 of California Labor Code section 2699(s). The Court has received no objection from the LWDA
14 regarding the Settlement.

15 3. The Court finds that the Settlement has been reached as a result of serious and
16 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
17 procedural history of this case, the amounts paid in settlement thereof, and the allocation of
18 settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds
19 the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
20 provides genuine and meaningful relief under PAGA. The Court therefore approves the
21 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
22 according to the terms outlined in the Settlement Agreement.

23 4. Defendant shall pay the Gross Settlement Amount of \$475,000.00 according to the
24 terms of the PAGA Settlement Agreement.

25 5. The Net Settlement Amount means the Gross Settlement Amount minus the
26 following: (a) one third of the Gross Settlement Amount, currently estimated to be \$158,333.33,
27 allocated to PAGA Counsel’s attorneys’ fees; (b) \$13,095.06 allocated to PAGA Counsel’s
28 litigation costs; (c) \$8,490.00 allocated to the Settlement Administrator Expenses; and (d)

1 \$7,500.00 allocated to Plaintiff as the PAGA Representative Service Award.

2 a. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, PLC
3 for attorneys' fees in the amount of \$158,333.33, to be paid from the Gross Settlement Amount.

4 b. The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC
5 of litigation costs in the amount of \$13,095.06, to be paid from the Gross Settlement Amount.

6 c. The Court approves payment to the Settlement Administrator, Apex Class
7 Action Administrators, for its reasonable costs and fees to administer the Settlement, in the amount
8 of \$8,490.00, to be paid from the Gross Settlement Amount.

9 d. The Court approves \$7,500.00 to be paid to Plaintiff Robert Frank as a
10 PAGA Representative Service Award for his efforts as a named plaintiff and representative for the
11 Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.

12 6. Of the Net Settlement Amount, which currently amounts to \$287,581.61, 65%
13 (\$186,928.04) shall be allocated to the LWDA and 35% (\$100,653.56) shall be allocated to the
14 Aggrieved Employees.

15 7. The 35% of the Net Settlement Amount allocated to Aggrieved Employees shall be
16 distributed to Aggrieved Employees on a pro rata basis according to the number of Pay Periods the
17 Aggrieved Employee worked during the PAGA Period. "Aggrieved Employees" means all persons
18 employed by Defendant in California and classified as non-exempt or hourly-paid employees who
19 worked for Defendant during the PAGA Period. "PAGA Period" means the period from June 20,
20 2023, through July 31, 2025.

21 8. The Court directs Defendant to fully fund the Gross Settlement Amount by
22 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

23 9. "Effective Date" means the date on which both of the following have occurred: (a)
24 the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment
25 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
26 enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final
27 resolution of that appeal (including any requests for rehearing and/or petitions for writs of
28 certiorari) resulting in final judicial approval of the Settlement.

1 10. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount, Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on
3 behalf of themselves and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
6 facts stated in the Action and/or the PAGA Notice, which arose during the PAGA Period, including
7 PAGA penalties for: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime
8 wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v)
9 failure to timely pay final wages at termination; (vi) failure to provide accurate itemized wage
10 statements; (vii) failure to indemnify employees for expenditures; and (viii) violations of California
11 Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5,
12 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802. “Released Parties” means:
13 Defendant and any of its past, present, and future direct or indirect parents, subsidiaries,
14 predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and
15 other related entities, as well as each of their present and/ or future officers, directors,
16 administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys,
17 insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which
18 could be jointly liable with Defendant.

19 11. The Court directs the Settlement Administrator to carry out its duties under the terms
20 of the Settlement. Within 14 days after Defendant fully funds the Gross Settlement Amount, the
21 Administrator shall mail checks for all Individual PAGA Payments, the PAGA Representative
22 Service Award, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
23 Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the
24 PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
25 precede disbursement of Individual PAGA Payments.

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

1 Employee.

2 13. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument
3 delivered thereunder shall be construed as an admission or concession by any party of any fault,
4 omission, liability or wrongdoing. They also should not be construed as a concession or
5 admission by Defendant that the claims asserted have any merit or that this action was properly
6 brought as a representative action, and shall not be used as evidence of, or used against
7 Defendant as, an admission or indication in any way, including with respect to any claim of any
8 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
9 allegation asserted by any person. This Order is not a finding of the validity or invalidity of any
10 claims in this action or a determination of any wrongdoing by any party. The Settlement and
11 this resulting Order and entry of judgement simply represent a compromise of disputed
12 allegations.

13 14. Upon completion of the Settlement, the Administrator shall provide written
14 certification of the completion to the Court and counsel for the Parties which shall be filed with
15 the Court on or before _____, 2026 (suggested 15 days prior to compliance
16 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
17 Settlement Agreement for _____ (proposed December 30, 2026) at _____
18 a.m./p.m.

19 15. Under California Code of Civil Procedure section 664.6, this Court shall retain
20 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
21 terms.

22 16. Plaintiffs' counsel shall submit a copy of this Order to the LWDA.

23 **IT IS SO ORDERED.**

24
25
26 Dated: _____

26 By: _____
27 HONORABLE LAURA A. SEIGLE
28 JUDGE OF THE SUPERIOR COURT