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PEDRO PABLO DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

PEDRO PABLO DIAZ, an individual on behalf  
of himself and all similarly situated aggrieved  
employees,

Plaintiff,

vs.

K&K FOODS MGMT, INC., a California  
corporation; SYED KAISER SHERE, an  
individual; SANNA SHERE ANDREWS, an  
individual; FARAZ SHERE, an individual;  
SOHAIB SHERE, an individual; and DOES 1  
through 100, inclusive,

Defendants.

Case No. 30-2024-01437801-CU-OE-CXC

**DECLARATION OF MICHAEL C.  
ROBINSON IN SUPPORT OF MOTION  
FOR AN ORDER APPROVING  
SETTLEMENT UNDER CALIFORNIA  
LABOR CODE PRIVATE ATTORNEYS  
GENERAL ACT AND ENTERING  
JUDGMENT**

*[Concurrently filed with Motion; [Proposed]  
Order; Declaration of Jodey Lawrence;  
Declaration of Pedro Pablo Diaz]*

Complaint Filed: January 30, 2025  
Trial Date: None Set

**DECLARATION OF MICHAEL C. ROBINSON**

I, Michael C. Robinson, declare:

1. I am an attorney admitted to practice before all courts of the State of California. I am a founding shareholder and the president at Robinson Di Lando, A Professional Law Corporation, counsel for plaintiff Pedro Pablo Diaz ("Plaintiff"). I make this declaration in support of the Unopposed Motion for An Order Approving Settlement Under California Labor Code Private Attorneys General Act and Entering Judgment. I have personal knowledge of the facts set forth in this Declaration based on my involvement in the case since its inception as one of two primary handling attorneys. If called as a witness, I could and would testify competently under oath regarding the facts set forth herein.

**I. FACTUAL BACKGROUND**

2. On or about November 4, 2024, Plaintiff filed this Action alleging claims for failure to pay wages, failure to pay overtime wages, failure to compensate for missed meal periods, failure to compensate for missed rest periods, failure to pay for earned wages upon separation, failure to furnish accurate wage statements, violation of Labor Code § 226(C); violation of Labor Code § 1198.5, violation of Labor Code § 2802, conversion, and violation of Business and Professions Code section 17200. On January 9, 2025, Plaintiff filed a First Amended Complaint to include a claim for Civil Penalties under Labor Code § 2699, et seq..

3. Previously, on or about October 31, 2025, Plaintiff filed a letter with the Labor and Workforce Development Agency ("LWDA") and provided copies of this letter to Defendants via certified mail, asserting claims for Defendants' alleged violations of Labor Code Sections 2699.5, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198.5, 2802, and 2699. Attached hereto as Exhibit A, please find the aforementioned letter.

4. On or around March 6, 2025, Defendants provided Plaintiff with an arbitration agreement for Plaintiff, and demanded that Plaintiff's individual claims submitted to binding arbitration and the representative PAGA claim stayed. Plaintiff and Defendants met and conferred regarding the arbitration agreement, and agreed to proceed with mediation of Plaintiff's

representative PAGA claim.

5. Thereafter, the Parties agreed to stay formal discovery, schedule a mediation and conduct informal discovery requiring the production of the following:

- PAGA List – hire date, separation of employment date (if applicable), final rate of pay, and job position for all non-exempt employees (“PAGA Members”) that worked for Defendant in California during the period of October 31, 2023 through the mediation date (the “PAGA Period”). Names may be excluded and replaced with identifying numbers. Please provide the Class List in Excel format.
- All documents related to Plaintiff’s time records.
- Time Records – a random 20% sample of PAGA Members’ time record data in its native electronic form.
- Payroll Records – a random 20% sample of PAGA Members’ itemized wage statements. The sample should be for the same employees selected for the Time Records sample and include the identifying numbers.
- Meal Waivers - a copy of any meal waiver in effect during the PAGA period. Please also identify the number of PAGA Members who allegedly signed meal period waivers.
- Policies and Procedures – Any and all manuals, handbooks, orientation materials, rules, regulations, policies, procedures, notices, posters, acknowledgment forms, waivers, agreements, or directives applicable to the PAGA Members during the PAGA Period with regard to wages and the calculation/payment of wages, meal periods, rest breaks, business expenses, timekeeping, and any other claims set forth in the operative complaint.
- Any policies and procedures regarding employees' preparation time prior to the start of the shift, after the shift, as well as the company's meal period policy concerning disciplinary action against all employees for taking a meal period longer than 30 minutes.
- Provide any and all procedures, policies, guidelines, and documents related to how PAGA Members’ time entries were edited and/or adjusted during the PAGA Period, including rounding (if any) of PAGA Members’ time entries.
- All employee handbooks, including revisions and/or addendums thereto, given to PAGA Members during the PAGA Period.

6. Defendants provided Plaintiff with a sampling of time and payroll records, policies, and procedures, and Plaintiff subsequently provided the produced records to his retained wage expert for review and analysis. On August 26, 2025, the Parties participated in a full day mediation with Deborah Saxe, Esq. The Parties were able to reach an agreement to settle at mediation.

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## II. SETTLEMENT TERMS

7. Under the Settlement Agreement, Plaintiff's representative claims include Aggrieved Employees defined as all persons currently and formerly employed by Defendants in California, classified as non-exempt hourly employees, during the PAGA Period of October 31, 2023 through the date of approval of this settlement. "PAGA Period" means the period of time commencing on October 31, 2023 through the date of approval of this settlement. There are approximately 74 Aggrieved Employees.

8. The Parties have agreed to settle the PAGA claims at issue for a Gross Settlement Amount of \$210,000 based on 2,150 pay periods through August 26, 2025, subject to an escalator clause. Based on Defendants' counsel's review and analysis of the records, Defendants estimate that, through August 26, 2025, there are 74 Aggrieved Employees who worked 2,150 Pay Periods during the PAGA Period. Should the actual number of PAGA Pay Periods increase by more than 10% of this figure, Defendants will increase the Gross Settlement Amount in proportion to the increase in Affected Pay Periods over 2,365 (e.g. if the number of Affected Pay Periods increases by 11%, the Gross Settlement Amount shall increase by 1%, an additional \$2,100.00 in this example.). Attached hereto as Exhibit B, please find the Settlement Agreement.

9. The Settlement is a common fund and therefore includes all requested costs, fees, and other allocations. Subject to Court approval, the Gross Settlement Amount includes: (1) Plaintiff's Counsel Fees Payment in the amount of 1/3% of the Gross Settlement Amount estimated to be \$70,000.00; (2) Plaintiff's Counsel Litigation Costs Payment of \$18,344.00; (3) the Settlement Administration Payment of \$2,950.00; and (4) Plaintiff's Representative Enhancement Fee of \$2,000. After the foregoing amounts are deducted from the Gross Settlement Amount, the remaining Net Settlement Amount will be paid to the LWDA and PAGA Members.

10. The Net Settlement Amount is currently estimated to be \$116,706.00 and will be distributed as follows: 65% of the Net Settlement Amount will be paid to the LWDA, and the remaining 35% will be paid to all Aggrieved Employees on a pro rata basis based upon the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

11. The Administrator will report the Individual PAGA Payments on IRS 1099 forms.

12. Defendants will deliver to the Administrator the Aggrieved Employee Data in the form of a Microsoft Excel Spreadsheet and Aggrieved Employee List within fourteen (14) days of the Court's approval of the settlement.

13. Within thirty (30) calendar days of the Effective Date (the date by when the Court enters the Approval Order and the Judgment is final), Defendants will deposit ½ of the Gross Settlement Amount by transmitting the funds to the Administrator, and within ninety (90) calendar days of the Effective Date, Defendants will deposit the remaining ½ of the Gross Settlement Amount with the Administrator. Within fourteen (14) calendar days after Defendants fully 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 Expenses Payment. The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. Checks will remain negotiable for 180 days. Before mailing any checks, the Administrator must update the recipients' mailing address using the National Change of Address Database. The Administrator must conduct an address search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. For any Aggrieved employee who's 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.

14. Upon the Court's approval of this Settlement, Aggrieved Employees shall release Defendants and the Released Parties as follows:

Upon entry of the Order and Judgment, Plaintiff, the LWDA, and all Aggrieved Employees will be forever barred from pursuing against the Released Parties any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. "Settled Claims" means any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have against the

Released Parties arising out of the violation alleged in the Action, including unpaid straight and overtime wages (including any work off the clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business related expenses; failure to provide sick pay; violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 218.6, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 350, 351, 432, 510, 512(a), 558, 558.1, 1102.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, 2802, 2810.5 and 2699; and violations of California Code of Regulations, Title 8, section 11050.

This release shall apply to all such claims arising during the PAGA period.

15. The mailing of the Individual PAGA Payments checks to the Aggrieved Employees will be sent under a cover letter substantially similar in content and form to the proposed cover letter attached to the declaration of Michael C. Robinson as “Exhibit C”. Further, in accordance with Labor Code section 2699(1)(2), a copy of the proposed Settlement Agreement, as well as information regarding the approval hearing and this subject Motion were submitted to the California Labor and Workforce Development Agency via online filing at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> on October 8, 2025. Attached as “Exhibit D” is a copy of the filing submission.

### III. THE SETTLEMENT IS FAIR AND REASONABLE

16. Before bringing a civil action under PAGA, an employee must comply with the notice requirements described in Labor Code section 2699.3. Plaintiff complied with this requirement.

17. The Settlement Agreement and this Motion, along with supporting papers, are being submitted to the California Labor and Workforce Development Agency, as required by California Labor Code section 2699 (1)(2).

1           18.     Here, the parties engaged in arms-length, non-collusive negotiations at all times  
2 including attending a full day of mediation with Deborah Saxe, Esq., a highly respected mediator  
3 with extensive experience in wage and hour matters including actions brought pursuant to the Private  
4 Attorneys General Act. At all times, Plaintiff was willing and prepared to litigate this matter through  
5 arbitration and trial, and possible appeals if a favorable resolution had not been reached. The  
6 proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive.  
7 To the contrary, counsel for each Party advanced their positions throughout the settlement  
8 negotiations.

9           19.     Prior to mediation, the Parties engaged in informal discovery. Through informal  
10 discovery, Plaintiff's counsel obtained a random sampling of time and payroll records for the  
11 Aggrieved Employees, as well as information regarding the total number of employees, the number  
12 of current and former employees, the number of pay periods worked within the relevant time period,  
13 company policies and procedures related to wage and hour, meal waivers, and other relevant  
14 information. Plaintiff's counsel retained a wage expert to review the records and conduct an analysis  
15 regarding Plaintiff's claims. This allowed Plaintiff's counsel to conduct an informed assessment  
16 and analysis of Defendants' potential exposure.

17           20.     The Parties briefed their positions regarding the strengths and weaknesses of  
18 Plaintiffs' claims and Defendants' defenses, provided their analyses to each other and the mediator,  
19 and debated the merits of their respective positions at mediation. Furthermore, negotiations were  
20 conducted by capable counsel who have strong records of effective advocacy in wage and hour  
21 litigation.

22           21.     Plaintiff's counsel, with over thirty years of experience, has represented both  
23 plaintiffs and defendants in wage and hour litigation, including class action wage claims, PAGA  
24 claims, and individual wage and hour claims. Plaintiff's counsel had sufficient information and  
25 experience to act competently in negotiating settlement.

26           22.     Based on a careful analysis of payroll and time punch data provided through  
27 Defendants' counsel, Plaintiff estimated there are about 74 aggrieved employees who incurred  
28

1 approximately 2,150 pay periods through the date of mediation. Plaintiffs' Counsel reviewed and  
2 analyzed an extensive sampling of time records, payroll records, and other relevant documents and  
3 data and, based on the discovery provided, estimated with all claims adjudicated in favor of Plaintiffs  
4 to be around, Defendants faced an estimated maximum liability of approximately \$1,114,850.00 in  
5 penalties arising from the alleged Labor Code Violations. But during mediation and settlement  
6 negotiations, Defendants raised several issues which impacted the risks attendant to proceeding with  
7 the PAGA claims through trial which Plaintiff had to take into consideration for a more realistic  
8 penalties analysis as detailed below.

9         23. Plaintiff's Counsel also recognized that protracted litigation of the alleged claims  
10 would be expensive, time-consuming, and uncertain. To prove liability and damages, Plaintiff will  
11 be required to conduct additional extensive discovery, conduct numerous depositions, request and  
12 analyze thousands of pages of documents, obtain the Aggrieved Employees' contact information,  
13 contact these employees, and obtain numerous declarations at great expense. Obtaining the  
14 cooperation of current employees would also be difficult, given the likely reluctance to aid  
15 prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be  
16 able to obtain the cooperation of its employees. And even if Plaintiff prevailed at trial, possible  
17 appeals could delay recovery. Accordingly, there is a significant risk that Plaintiff could ultimately  
18 recover nothing despite protracted litigation.

19         24. Thus, while Plaintiff maintains that his PAGA claims are meritorious, Plaintiff's  
20 Counsel considered the strengths and weaknesses of each side's respective positions in evaluating  
21 Defendants' likely potential exposure. First, taking into account the risk of maintaining the case on a  
22 representative basis, potential arguments regarding manageability, and challenges to Plaintiff's status  
23 as aggrieved employees, Plaintiff discounted Defendants' estimated liability. In consideration for  
24 merits-based risk factors, including prevailing at trial, Plaintiff further discounted Defendants'  
25 estimated liability. Finally, given the discretionary nature of PAGA penalties, the likelihood that  
26 these potential penalties could be severely reduced by the Court's decision to decline to stack such  
27 penalties, and the fact that Defendants had potential arguments that the imposition of such penalties

would be arbitrary and oppressive, Plaintiff discounted Defendants' estimated liability. The figure achieved on behalf of the State of California and Aggrieved Employees (\$210,000) is warranted not only because it benefits the State and Aggrieved Employees, but it may address any conservative calculations that cannot be accounted for from off-the-clock work as this time was unrecorded.

25. After considering these many factors, Plaintiff and Plaintiff's Counsel concluded that it was in the best interest of the State of California and the Aggrieved employees to enter into the Settlement. The overall relief obtained by the Settlement is significant not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by Defendants. The Settlement is also well-within the range of settlements of PAGA claims approved by Courts in other cases. For example, in *Schiller v. David's Bridal, Inc.*, 1:10-cv-00616-AWI-SKO, 2012 U.S. Dist. LEXIS 80776 (E.D. Cal. June 11, 2012), the Court approved a \$10,000 PAGA settlement in a case involving 3,327 class members. Similarly, in *Chu v. Wells Fargo Investments, LLC*, No. C-05-4526 MHP, 2011 U.S. Dist. LEXIS 15821 (N.D. Cal. Feb. 16, 2011), the Court approved a \$10,000 PAGA settlement in a case involving 2,752 class members. In this case, the Gross Settlement Amount is \$210,000.00 for 74 employees. This amounts to approximately \$97.67 per pay period. For these reasons, the Settlement presented here is fair, reasonable, and adequate.

#### IV. THE REQUESTED ATTORNEYS' FEES PAYMENT IS FAIR AND REASONABLE, AND IT SHOULD BE APPROVED

26. Here, the Settlement provides for Attorneys' Fees to Plaintiff's Counsel of \$70,000, i.e., 1/3% of the Gross Settlement Amount, subject to Court approval. (Settlement Agreement § 16.) The requested fee award is well within the range of reasonableness. Plaintiff's Counsel risked substantial economic loss when they took this case on a contingency basis, knowing that there would likely be a long battle with an aggressive and competent defense counsel. As a result of Plaintiff's Counsel's willingness to take on this risk and their efforts in prosecuting this case, the State and PAGA Members will receive a substantial recovery for violations that would otherwise have gone

1 unaddressed.

2         27.       Accordingly, the requested fee award: (1) is consistent with the private marketplace  
3 where contingent-fee attorneys are customarily compensated on such a basis; (2) aligns the interests  
4 of Plaintiff's counsel, the State of California, and PAGA Members in achieving the maximum  
5 possible resolution of the case; (3) encourages the most efficient resolution of the litigation by  
6 providing an incentive for early, yet fair and reasonable settlement; and (4) reflects the work  
7 performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar  
8 matters. Plaintiff's Counsel has obtained a fair recovery for the State of California and Aggrieved  
9 Employees, which justifies a fee award based on the 1/3% of the common fund.

10       28.       Plaintiff's Counsel has extensive experience in the handling of complex employment  
11 class actions and PAGA Actions. Plaintiff's Counsel has aggressively litigated this case from the  
12 initial pleading to the settlement of this Action. The ongoing work performed by Plaintiff's Counsel  
13 has been extensive, complex, and ultimately successful in achieving a fair settlement for the  
14 Aggrieved Employees and the State. Plaintiff's Counsel actively participated in this litigation,  
15 attending multiple client meetings, attending court hearings, conducting legal research on  
16 unanticipated and remote legal defenses, participating in case strategy and analysis, drafting,  
17 reviewing, and revising pleadings and other documents, and attending a mediation. Plaintiffs'  
18 counsel conducted extensive informal discovery and obtained hundreds of pages of wage records.  
19 Plaintiff's counsel researched defenses raised by Defendants, investigated Defendants' policies,  
20 practices, and procedures, reviewed hundreds of documents, and analyzed a substantial sampling of  
21 time and payroll data. Plaintiff's Counsel spent an extensive amount of time working with the wage  
22 expert regarding the claims and analysis. Plaintiff's counsel spent an extensive amount of time  
23 preparing for mediation and attending a full day mediation, and engaging in continued settlement  
24 discussions with Defendants and the mediators for over one month after mediation. Further,  
25 Plaintiff's Counsel spent significant time drafting and revising the Settlement presented to the Court.  
26 A settlement was finally achieved despite all of the obstacles that had to be overcome, because  
27 Plaintiff's Counsel used their complex wage-and-hour litigation experience and skills to obtain the

1 Settlement.

2         29.     The skill required to properly litigate this case is evident not only in the results  
3 achieved, but in the steps necessary to reach this result. Defendants retained well-respected counsel  
4 and vigorously denied liability. Indeed, Defendants and their Counsel felt strongly about  
5 Defendants' ability to prevail and mounted several defenses that posed significant threats to  
6 Plaintiff's claims, challenged the theories of Plaintiff's Counsel, and promised a strong defense  
7 moving forward. Defendants' counsel took the position that the time and pay records evidenced that  
8 Plaintiff was properly paid for all hours worked, properly paid daily and weekly overtime, provided  
9 complete and accurate wages statements, and properly reimbursed for business expenses. Further,  
10 Defendants argued that the company's policies and California Supreme Court precedent establish  
11 that it was Plaintiff's responsibility to ensure that he took daily meal and rest breaks, and to report to  
12 the company if he could not do so. In order to evaluate these claims and defenses, Plaintiff's  
13 Counsel were required to review and analyze a tremendous amount of data to determine Defendants'  
14 underlying practices and liability, a complex process that took considerable time, energy, and  
15 knowledge. This complicated analysis required substantial skill, but Plaintiff's Counsel were able to  
16 successfully navigate these challenges because of their extensive experience in complex wage and  
17 hour litigation. This settlement, against experienced defense counsel, and despite the existence of  
18 several strong defenses, was made possible through Plaintiff's Counsel's skill and reputation in  
19 complex employment matters.

20         30.     The Settlement represents a fair resolution of this case given the risks inherent in  
21 litigating it through trial and possible appeals. Although Plaintiff's Counsel predicts that Plaintiff  
22 would prevail at trial, several risks reduced value of the case. Had the case not settled, Plaintiff  
23 anticipates Defendants would have challenged that Plaintiff was an aggrieved employee in  
24 arbitration which would therefore preclude his ability to prosecute the representative PAGA claim,  
25 challenged manageability of the case, disputed Plaintiff's contentions on the merits, and sought  
26 reduction in the amount of penalties. Preparing the case for trial would have been expensive and  
27 risky. In contrast, settlement at this stage guarantees immediate recovery for the State of California

1 and the Aggrieved Employees. Despite the challenges Plaintiffs still faced, Defendants agreed to pay  
2 a Gross Settlement Amount of at least \$210,000. This is an outstanding result for a settlement  
3 limited to penalties arising under PAGA and which does not affect the Aggrieved Employees'  
4 individual wage claims.

5 Whether the representation was provided on a contingency basis, as it was in this case, is an  
6 important factor. A contingent fee must be higher than a fee for the same legal services paid as they  
7 are performed. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.) This case was litigated on a  
8 contingency basis. If Plaintiff's Counsel had been unsuccessful, they would not receive any fee or  
9 recover any portion of their expenses spent litigating this matter over a period of more than two  
10 years. Plaintiff's Counsel have borne all risks and costs associated with the litigation and will not  
11 receive any compensation until recovery is obtained.

12 31. Reasonableness of hours is assessed by "the entire course of the litigation, including  
13 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v.*  
14 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.) This case was highly  
15 contested, as Defendants raised significant defenses and denied liability. Plaintiffs' Counsel invested  
16 significant time and labor into this matter. The services provided include, but were not limited to  
17 attending client meetings, attending court hearings, conducting legal research on unanticipated and  
18 remote legal defenses, participating in case strategy and analysis, drafting, reviewing, and revising  
19 pleadings and other documents, and attending a full day mediation. Plaintiff's Counsel conducted  
20 extensive informal discovery, researched defenses raised by Defendants investigated Defendants'  
21 policies, practices, and procedures, reviewed hundreds of documents, and analyzed a substantial  
22 sampling of time and payroll data, and meeting with a wage expert. As noted above, Plaintiff's  
23 Counsel also spent significant time drafting and revising the Settlement presented to the Court. A  
24 settlement was finally achieved despite all of the obstacles that had to be overcome, because  
25 Plaintiff's Counsel used their complex wage-and-hour litigation experience and skills to obtain the  
26 Settlement. Plaintiff's Counsel conservatively expended over 217.30 hours between two attorneys on  
27 this matter. The time spent on this matter was time Plaintiff's Counsel could not spend on other  
28

1 cases or performing other tasks. Plaintiffs' Counsel also bore the significant risk that, despite all  
2 their efforts, there might ultimately be no recovery. Accordingly, Plaintiff's Counsel has spent a  
3 reasonable number of hours working on this matter.

4 32. Here, the use of a blended rate of at least \$600.00 is appropriate based on the  
5 complexity of this matter and the professional background and experience of Plaintiff's Counsel.  
6 Plaintiff's Counsel Michael Robinson has over thirty years of experience and counsel Orion  
7 Robinson has approximately twelve years of experience. Michael Robinson and Orion Robinson are  
8 both shareholders of the firm and serve as plaintiff's counsel and defense counsel on multiple class  
9 action and PAGA cases.

10 33. If Plaintiffs' counsel were billing at an hourly rate, the total amount of attorney's fees  
11 would be \$130,380.00. Plaintiff's Counsel is requesting \$70,000.00 in attorneys' fees.

12 34. Plaintiffs' Counsel requests the reimbursement of the costs incurred litigating this  
13 case in the total amount of \$18,344.00. These costs include filing fees, expert witness fees, wage  
14 analysis, mediation, and other costs associated with the Action. This is not taking into account any  
15 future costs that will be necessary in order to successfully resolve this Action including costs  
16 associated with the filing of this joint stipulation and additional costs for filing declarations  
17 following distribution of the Gross Settlement Amount. These costs are less than allocated under the  
18 Settlement and were necessary for the prosecution of the Action. Accordingly, Plaintiff respectfully  
19 requests these costs be reimbursed in full.

20 **V. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE**

21 35. Subject to Court approval, the Parties have agreed to utilize Phoenix to handle  
22 administration of the Settlement. The total fees and expenses of the Settlement Administrator shall  
23 not exceed \$2,950.00. These costs include, but are not limited to, expenses for preparing, translating  
24 the cover letter to Spanish, printing and mailing the cover letter in English and Spanish and sending  
25 checks to the Aggrieved Employees, performing skip-traces; remailing returned payments; and  
26 handling inquiries from Aggrieved Employees regarding the Settlement. Plaintiffs therefore  
27 respectfully requests that the Court approve payment of administration costs in the amount of

1 \$2,950.00 to Phoenix.

2 36. Here, Plaintiff initiated this litigation and invested considerable time and effort to  
3 enforce the Labor Code on behalf of the State of California and the aggrieved employees, who will  
4 now receive monetary payment as a result. Plaintiff provided Plaintiff's counsel with information,  
5 provided the facts and evidence necessary to attempt to prove the allegations, and had numerous  
6 discussions with Plaintiff's Counsel about this case. Plaintiff assisted with analysis of the facts and  
7 claims, preparing for mediation, and assisting at mediation. Plaintiff played an instrumental role in  
8 the successful litigation of this case. The payment serves to recognize the actual risks Plaintiff  
9 assumed by putting himself on public records in a representative employment lawsuit and obtaining  
10 penalties on behalf of the State. Accordingly, it is reasonable for Plaintiff to receive a modest  
11 incentive payment of \$2,000 in recognition of his contributions in obtaining the settlement.

12  
13 I declare under penalty of perjury under the laws of the State of California that the foregoing  
14 is true and correct.

15 Executed on October 8, 2025 at Los Angeles, California.

16  
17 

18 \_\_\_\_\_  
Michael C. Robinson

# Exhibit A

October 31, 2024

**Filed Electronically**

Labor and Workforce Development Agency / Department of Industrial Relations  
Accounting Unit  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

Re: **Notice Letter of PEDRO PABLO DIAZ on Behalf of Himself and Aggrieved  
Employees under California Labor Code Section 2699.3**

**Employer:**

K&K FOODS MGMT, INC.  
23461 S. POINTE DR.  
LAGUNA HILLS, CA 92653

SYED KAISER SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

SANNA SHERE ANDREWS  
23461 S. POINTE DR.  
LAGUNA HILLS, CA 92653

FARAZ SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

SOHAIB SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”) and accompanied by the \$75 filing fee required under Labor Code section 2699.3, subdivision (a)(1)(B). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves PEDRO PABLO DIAZ (“Employee”) and other aggrieved employees who were employed by K&K FOODS MGMT, INC., SYED KAISER SHERE, SANNA SHERE ANDREWS, FARAZ SHERE, and SOHAIB SHERE dba Popeye’s (collectively as “Employer”). Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Employee worked for Employer from on or around March 12, 2024 through September 11, 2024 as a non-exempt, hourly employee with duties as a cook. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer in the state of California. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Aggrieved employees were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer is also liable for civil penalties under Labor Code sections 558, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 510, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling

aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 226.3, 558, and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code section 203, subdivision (a). Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employees were not properly reimbursed for business expenses in violation of Labor Code § 2802, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6.

Further, employees assert that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246).

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mbv  
cc: (Via Certified Mail Return Receipt Requested)

K&K FOODS MGMT, INC.  
23461 S. POINTE DR.  
LAGUNA HILLS, CA 92653

SYED KAISER SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

SANNA SHERE ANDREWS  
23461 S. POINTE DR.  
LAGUNA HILLS, CA 92653

FARAZ SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

October 31, 2024  
California Labor and Workforce Development Agency  
Page 5

SOHAIB SHERE  
83 SOUTH PEAK  
LAGUNA HILLS, CA 92677

# Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

PEDRO PABLO DIAZ, an individual on  
behalf of himself and all similarly situated  
aggrieved employees,

Plaintiff,

vs.

K&K FOODS MGMT, INC., a California  
corporation; SYED KAISER SHERE, an  
individual; SANNA SHERE ANDREWS,  
an individual; FARAZ SHERE, an  
individual; SOHAIB SHERE, an  
individual; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 30-2024-01437801-CU-OE-CXC

**PAGA SETTLEMENT AGREEMENT**

## PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange (“Court”), Plaintiff PEDRO PABLO DIAZ (“Plaintiff”) and Defendants K&K FOODS MGMT, INC., a California corporation; SYED KAISER SHERE, an individual; SANNA SHERE ANDREWS, an individual; FARAZ SHERE, an individual; SOHAIB SHERE, an individual (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Pedro Pablo Diaz v. K&K Food Mgmt, Inc., et al.*, Case No. 30-2024-01437801-CU-OE-CXC (Orange County Superior Court) (the “Action”).

### DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Pedro Pablo Diaz v. K&K Food Mgmt, Inc., et al.*, Case No. 30-2024-01437801-CU-OE-CXC (Orange County Superior Court).
2. “Aggrieved Employees” means all persons who were employed by Defendants in California as non-exempt, hourly-paid employees at any time from October 31, 2023 through the date of approval of this settlement.
3. “Court” means the Superior Court for the State of California, County of Orange.
4. “Gross Settlement Amount” means the settlement amount of Two Hundred and Ten Thousand Dollars (\$210,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.
5. “LWDA” means the California Labor and Workforce Development Agency.
6. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.
7. “Plaintiff’s Counsel” means Robinson Di Lando, A Professional Law Corporation.
8. “Settled Claims” means all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in Plaintiff’s October 31, 2024 Notice to the LWDA and Action during the Settlement Period.
9. “Settlement Period” means the period from October 31, 2023 through the date of approval

1 of the settlement.

2 10. "Plaintiff's Representative Enhancement Payment" means the amount that the Court  
3 authorizes to be paid to Plaintiff Pedro Pablo Diaz in his capacity as the PAGA representative to  
4 compensate him for prosecuting the case, and performing work in support of the case, in the amount of  
5 Two Thousand Dollars (\$2,000.00), subject to approval by the Court.

6 11. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (1) Plaintiff's  
7 Counsel's fees, (2) Plaintiff's Counsel's costs, (3) Settlement Administration Costs, and (4) Plaintiff's  
8 Representative Payment to Plaintiff.

9 12. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of which is  
10 attached hereto as Exhibit A.

11 13. "Released Parties" shall mean Syed Kaiser Shere, Sanna Shere Andrews, Faraz Shere,  
12 K&K Foods Mgmt, Inc., and any of its past, present, and future, direct or indirect, parents, subsidiaries,  
13 predecessors, successors, and affiliates, as well as each of their past, present, and future officers,  
14 directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, and any  
15 individual or entity that could be jointly liable with any of them.

#### 16 TERMS

17 14. Gross Settlement Amount. In consideration for Plaintiff's promises and representations  
18 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,  
19 Defendants will pay Two Hundred and Ten Thousand Dollars (\$210,000) ("Gross Settlement Amount")  
20 to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and  
21 expenses, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for  
22 their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by,  
23 or revert to, Defendants. Defendants shall not owe any additional amounts beyond the Gross Settlement  
24 Amount as a result of this Settlement Agreement.

25 15. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees  
26 and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code,  
27 Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with  
28 respect to Aggrieved Employees. The PAGA Penalties Fund will be the Net Settlement Amount (Gross

Settlement Amount, less (1) Plaintiff's Counsel's fees, (2) Plaintiff's Counsel's costs, (3) Settlement Administration Costs, and (4) Plaintiff's Representative Payment to Plaintiff). Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all Aggrieved Employees according to the following formula:

15(a) The Settlement Administrator will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

15(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Settlement Payment = 35% of PAGA Penalties Fund  $\times$  [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period  $\div$  Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

15(c) Defendants estimate that Aggrieved Employees worked a combined total of approximately 2,150 pay periods from October 31, 2023 to the date of mediation (August 26, 2025). Should the qualifying pay periods during the Settlement Period increase by more than 10% (i.e., by more than 215 pay periods), Defendants may elect to either end the Settlement Period on the date on which the number of pay periods reached 2,365, or increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Members above 10%. For example, if the number of pay periods increases by 11%, the Gross Settlement Amount shall be increased by 1%.

16. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than 1/3 of the Gross Settlement Amount, estimated to be seventy thousand dollars (\$70,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), currently at \$16,039.00, both of which will be

1 paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to  
2 Plaintiff's Counsel will be added to the PAGA Penalties Fund.

3 17. Settlement Administration Costs. The Parties will retain Phoenix Class Action  
4 Administration Solutions as the third-party settlement administrator ("Settlement Administrator"). The  
5 Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and  
6 issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, and Plaintiff's Counsel.  
7 The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the  
8 estimate that there are approximately 74 Aggrieved Employees, Settlement Administration Costs are  
9 estimated at \$2,950.00.

10 18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties  
11 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court  
12 issue an order and judgment approving and incorporating by reference the terms and conditions of the  
13 Settlement Agreement (the "Order and Judgment").

14 19. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order  
15 and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved  
16 Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft  
17 Office Excel and will include each Aggrieved Employees full name; most recent mailing address; Social  
18 Security number; and the respective number of pay periods during which each Aggrieved Employee  
19 worked during the Settlement Period.

20 20. Funding of the Settlement. Within thirty (30) calendar days after entry of the Order and  
21 Judgment, Defendant will deposit ½ of the Gross Settlement Amount into the QSF to be established by  
22 the Settlement Administrator. Within ninety (90) calendar days after the entry of the Order and Judgment,  
23 Defendant will deposit the remaining ½ of the Gross Settlement Amount into the QSF. Within fourteen  
24 (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to:  
25 (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff's Counsel;  
26 and (d) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for  
27 all payments issued under this Settlement.

28 21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue

each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California Controller's Unclaimed Property Fund in the name of the aggrieved employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, sub (b). All settlement payments to Aggrieved Employees will be attributed to penalties and treated as miscellaneous income for which a 1099 will be issued.

22. Each PAGA Payment Share is intended to settle the Aggrieved Employees' claims for civil penalties arising under PAGA. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid to the Aggrieved Employees in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for that amount. Each Aggrieved Employee shall be individually responsible for their own share of applicable income tax withholdings and deductions for his or her PAGA Payment Share.

23. Release of Claims. Upon entry of the Order and Judgment, Plaintiff, the LWDA, and all Aggrieved Employees will be forever barred from pursuing against the Released Parties any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. "Settled Claims" means any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have against the Released Parties arising out of the violation alleged in the Action, including unpaid straight and overtime wages (including

any work off the clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business related expenses; failure to provide sick pay; violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 218.6, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 350, 351, 432, 510, 512(a), 558, 558.1, 1102.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, 2802, 2810.5 and 2699; and violations of California Code of Regulations, Title 8, section 11050. This release shall apply to claims arising during the PAGA period.

24. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

26. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

1           27.     Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
2 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
3 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and  
4 the Parties will be returned to their original respective positions.

5           28.     Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
6 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
7 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
8 as may be appropriate under court rules or as set forth in this Settlement.

9           29.     Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
10 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
11 on the Parties.

12           30.     Amendment or Modification. This Settlement Agreement may be amended or modified  
13 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
14 Parties, and approved by the Court.

15           31.     Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
18 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate  
19 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and  
20 use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach  
21 agreement on the form or content of any document needed to implement the Settlement, or on any  
22 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
23 may seek the assistance of the Court to resolve such disagreement.

24           32.     Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
25 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26           33.     California Law Governs. All terms of this Settlement Agreement will be governed by and  
27 interpreted according to the laws of the State of California.

28           34.     Execution and Counterparts. This Settlement Agreement is subject only to the execution

1 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
2 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and  
3 scanned copies of the signature pages, will be deemed to be one and the same instrument.

4 35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
5 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
6 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that  
7 they are each represented by competent counsel and that they have had an opportunity to consult with their  
8 counsel regarding the fairness and reasonableness of this Settlement.

9 36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that the  
10 Parties may appeal any court order that materially alters the Settlement's terms. The Court's decision to  
11 award less than the amounts requested in Plaintiff's Attorneys' Fees and Costs and Settlement  
12 Administration Costs shall not constitute a material alteration of the Settlement's terms.

13 37. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement  
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent  
15 with applicable precedents so as to define all provisions of this Settlement Agreement valid and  
16 enforceable.

17 38. Captions. The captions and section numbers in this Settlement Agreement are inserted for  
18 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
19 provisions of this Settlement Agreement.

20 39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute  
22 a further waiver by such party of the same or any other condition, covenant, right or remedy.

23 40. Enforcement Action. In the event that one or more of the Parties institutes any legal action  
24 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
25 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to  
26 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert  
27 witness fees incurred in connection with any enforcement actions.

28 41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

1 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
2 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for  
3 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
4 all Parties have contributed to the preparation of this Settlement Agreement.

5 42. Representation By Counsel. The Parties acknowledge that they have been represented by  
6 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this  
7 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

8 43. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
9 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement  
10 Agreement.

11 44. Binding Agreement. The Parties warrant that they understand and have full authority to  
12 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
13 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
14 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
15 under federal or state law.

16 45. Denial of Liability. The Parties expressly recognize that the making of this agreement does  
17 not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing  
18 in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or  
19 communications, nor any materials prepared, exchanged, issued or used during the pendency of the  
20 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be  
21 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or  
22 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,  
23 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this  
24 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,  
25 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in  
26 connection therewith.

27 46. Motion or Application for Approval of Settlement. Plaintiff's Counsel will be responsible  
28 for expeditiously finalizing and filing the application or motion for approval of this Settlement no later

1 than 30 days after the full execution of this agreement, and, if necessary, obtaining a prompt hearing date  
2 for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible  
3 for delivering the Court's approval of this Settlement to the Settlement Administrator.

4 47. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and Plaintiff's  
5 Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder,  
6 and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by  
7 Defendant, Defense Counsel, Plaintiff's Counsel, or by the Settlement Administrator in this regard.  
8 Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for the  
9 payment of any and all taxes and penalties assessed on their respective payments described herein and will  
10 defend, indemnify, and hold Defendant, Defense Counsel, Plaintiff's Counsel and the Settlement  
11 Administrator free and harmless from and against any claims resulting from treatment of such payments  
12 as non-taxable penalties/damages.

13 48. Discovery of Documents and Information. Plaintiff and Plaintiff's Counsel agree that they  
14 will destroy all documents and information provided to them by Defendant during this Lawsuit within  
15 sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel  
16 agree that none of the documents and information provided to them by Defendant shall be used for any  
17 purpose other than Settlement of the Lawsuit.

18 49. Confidentiality. Prior to filing the necessary documents to grant this Agreement, the  
19 Parties and their counsel will keep confidential the facts relating to the existence of this Agreement,  
20 negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual  
21 basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a  
22 press conference, publish information about the settlement on any website or through any social media,  
23 or otherwise publicize the settlement or communicate its terms in public or in private unless ordered by  
24 the Court. However, for the limited purpose of establishing adequacy of counsel in future actions,  
25 Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing  
26 adequacy as class or representative counsel.

27 50. Severability. If any clause or provision of this Agreement is declared illegal or  
28 unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot

be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 9/17/2025

Signed by:  
  
F07CFFA710C7408...  
**Pedro Pablo Diaz**

**DEFENDANT**

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
**K&K Foods Mgmt, Inc.**

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Syed Kaiser Shere**

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Sanna Shere Andrews**

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Faraz Shere**

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Sohaib Shere**

1 be modified to be enforceable, such provision shall immediately become null and void, leaving the  
2 remainder of this Agreement in full force and effect.

3  
4 **READ CAREFULLY BEFORE SIGNING**

5 **PLAINTIFF**

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
7 **Pedro Pablo Diaz**

8 **DEFENDANT**

9  
10 Dated: 9/17/25

\_\_\_\_\_  
11 **Name:**  
12 **K&K Foods Mgmt, Inc.**

13 **DEFENDANT**

14 Dated: 9/17/25

\_\_\_\_\_  
15 **Syed Kaiser Shere**

16 **DEFENDANT**

17  
18 Dated: 9/17/25

\_\_\_\_\_  
19 **Sanna Shere Andrews**

20 **DEFENDANT**

21  
22 Dated: 9/20/25

\_\_\_\_\_  
23 **Faraz Shere**

24 **DEFENDANT**

25  
26 Dated: 9/17/25

\_\_\_\_\_  
27 **Sohaib Shere**

**APPROVED AS TO FORM**

**ROBINSON DI LANDO**



Dated: 9-25-25

Michael C. Robinson, Jr.  
Orion S. Robinson  
Attorneys for Plaintiff

**O'HAGAN MEYER LLP**



Dated: 9-26-25

Jack Jimenez  
Attorneys for Defendants

# Exhibit C

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *PEDRO PABLO DIAZ v. K&K FOODS MGMT, INC., et al.*,  
Orange County Superior Court Case No. 30-2024-01437801-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *PEDRO PABLO DIAZ v. K&K FOODS MGMT, INC., et al.*, Orange County Superior Court Case No. 30-2024-01437801-CU-OE-CXC (the “Action”). The court approved the settlement on \_\_\_\_\_, 2025.

Phoenix Settlement Administrators is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against K&K FOODS MGMT, INC., a California corporation; SYED KAISER SHERE, an individual; SANNA SHERE ANDREWS, an individual; FARAZ SHERE, an individual; SOHAIB SHERE, an individual (“Defendants”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The claims were brought on behalf of the State of California and all current and former non-exempt employees who worked for K&K Foods MGMT, Inc. in California at any time during the PAGA Period (October 31, 2023 through the date of approval of the settlement). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by K&K Foods MGMT, Inc. during the PAGA Period.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny doing anything wrong and deny owing any penalties. Defendants are not admitting liability on any of the factual allegations or legal claims in the Action. The Court has not decided whether Plaintiff’s claims or Defendants’ defenses to those claims have merit. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Defendants during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

This settlement resolves and releases all claims that were asserted and could have been asserted in the Action on behalf of all hourly, non-exempt employees who worked in California for Defendants at any time during the PAGA Period, including unpaid straight and overtime wages (including any work off the clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct

regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to provide sick pay; failure to reimburse necessary business related expenses; violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 218.6, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 350, 351, 432, 510, 512(a), 558, 558.1, 1102.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, 2802, 2810.5 and 2699; and violations of California Code of Regulations, Title 8, section 11050. .

If you have questions, please contact \_\_\_\_\_ at  
\_\_\_\_\_.

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

# Exhibit D

## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

**Case Number:** LWDA-CM-1059456-24  
**Plaintiff for PAGA Case:** Pedro Pablo Diaz  
**Filer/Attorney for PAGA Case:** Orion Robinson  
**Law Firm for PAGA Plaintiff:** Robinson Di Lando, APLC  
**Employer:** K&K Food Mgmt, Inc,  
**Date Case Received:**  
**Employer Filer Firm:**  
**Court Type:** California Superior Courts  
**Court Name:** Orange County Superior Court  
**PAGA Court Case Number:** 30-2024-01437801-CU-OE-CXC  
**Violation Type:**  
**Related BOFE Case:**

### Attachments

| Attachment Name                                                       | Description                                     | Date Submitted      | Type                |
|-----------------------------------------------------------------------|-------------------------------------------------|---------------------|---------------------|
| Additional PAGA Document Submitted on 10/08/2025 12:25:16 PM by Orion | Pablo Diaz - PAGA Settlement Fully Executed.pdf | 10/08/2025 12:25 PM | Other PAGA Document |
| Court Complaint Submitted on 10/08/2025 12:23:39 PM by Orion Robinson | CONFORMED - AmendedComplaint_0_async.pdf        | 10/08/2025 12:23 PM | Court Complaint     |
| PAGA Notice Submitted on 10/31/2024 05:19:10 PM by Orion Robinson     | PAGA Notice Letter Pedro Pablo Diaz.pdf         | 10/31/2024 05:19 PM | PAGA Notice         |