

Michael C. Robinson, Jr., Esq. (SBN 120308)
Orion S. Robinson, Esq. (SBN 293796)

ROBINSON DI LANDO

A Professional Law Corporation

801 S. Grand Ave., Suite 500

Los Angeles, California 90017

Telephone: (213) 229-0100

Facsimile: (213) 229-0114

Email: mrobinson@rdwlaw.com;

orobinson@rdwlaw.com;

Attorneys for Plaintiff
PEDRO PABLO DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND 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

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

1 Having reviewed and considered plaintiff Pedro Pablo Diaz's ("Plaintiff") Unopposed
2 Motion for an Order Approving Settlement Pursuant to California Labor Code Private Attorneys
3 General Act and Entering Judgment, and good cause appearing for the same, it is hereby
4 **ORDERED, ADJUDGED, and DECREED:**

5 1. The Court hereby approves the PAGA Settlement Agreement attached as Exhibit B to
6 the Declaration of Michael C. Robinson ("Settlement Agreement" or "Settlement") as
7 a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.
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9 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
10 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
11 shall have the same meaning as defined in the Settlement Agreement.
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13 3. This Court has jurisdiction over the subject matter of this Action, and over all
14 Parties to this Action, including Plaintiff Pedro Pablo Diaz, the State of California, and all
15 PAGA Members.
16

17 4. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-
18 party Settlement Administrator for mailing the PAGA Members' cover letters, distribution of the
19 Gross Settlement Amount, and other duties set forth in the Settlement.
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21 5. Within fourteen (14) calendar days after approval of this Settlement, Defendants K&K
22 FOODS MGMT, INC., a California corporation; SYED KAISER SHERE, an individual; SANNA
23 SHERE ANDREWS, an individual; FARAZ SHERE, an individual; SOHAIB SHERE, an
24 individual (collectively, "Defendants") will provide Phoenix the Aggrieved Employee Lists
25 defined in the Settlement Agreement.

26 6. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount
27 from Defendant, Phoenix shall distribute the Gross Settlement Amount as provided in the
28

Settlement Agreement and set forth below:

- a. Awarding Plaintiff's counsel, Robinson Di Lando, A Professional Law Corporation, attorney's fees totaling 1/3% of the Gross Settlement Amount estimated to be of \$70,000.00 (or a greater amount if the escalator clause causes an increase in the gross settlement amount) and costs of \$18,344.00 for reimbursement of actual litigation costs and expenses under Labor Code section 2699(g)(1).
- b. Approving the distribution of the Net Settlement Amount, currently estimated to be \$116,706.00, of which sixty-five percent (65%) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) shall be paid to the PAGA Members on a pro rata basis based upon the number of Pay Periods worked during the PAGA Period;
- c. Appointing Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator and approving the payment of \$2,950.00 to Phoenix in connection with the costs of administering the Settlement;

7. All checks to the PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those PAGA Members who did not cash their checks until such time they claim their property.

8. Upon the Effective Date, PAGA Members and the LWDA will fully and finally release and discharge Defendant and the Released Parties from any and all claims for the recovery

1 for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the
2 PAGA Members had, or may claim to have, against Defendant and the Released Parties, arising
3 out of the violations alleged in the operative Complaint and/or the PAGA Notice, or reasonably
4 could have been alleged based on the facts alleged in the operative Complaint and/or the PAGA
5 Notice, including unpaid straight and overtime wages (including any work off-the-clock), failure
6 to pay employees all minimum wages and overtime wages owed including by failing to pay all
7 overtime and double time at the correct regular rate of pay, failure to provide compliant meal and
8 rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest
9 periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages
10 within the times permissible under Labor Code section 204; failure to provide complete and
11 accurate wage statements; failure to keep complete and accurate payroll records; failure to
12 reimburse necessary business-related expenses; violations of Labor Code 201, 202, 203, 204, 226(a),
13 226.2, 226.3, 226.7, 227.3, 246, 510, 512(a), 558, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198,
14 2800, and 2802 (collectively, the "Released Claims"). This release shall apply to claims arising
15 during the PAGA Period. The Released Claims described above expressly exclude all claims
16 made by PAGA Members for individual wage claims, vested benefits, wrongful termination,
17 unemployment insurance, disability, social security, workers' compensation, claims while classified
18 as exempt, and claims outside of the PAGA Period.

19 9. The Court finds that Plaintiffs gave notice to the California Labor Workforce and
20 Development Agency ("LWDA") and to Defendants of their intention to pursue claims for civil
21 penalties under PAGA arising out of the facts and legal theories alleged in the operative
22 Complaint, that the LWDA did not give notice that it intended to investigate these claims within

sixty-five (65) days of receiving Plaintiffs' notice, and that Plaintiffs are therefore authorized to pursue these claims on behalf of the LWDA. The Court further finds that Plaintiffs gave notice of this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages due to PAGA Class Members, to the extent those penalties or unpaid wages arise out of the PAGA Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

10. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the California Labor and Workforce Development Agency within ten (10) calendar days of entry of the Judgment.

11. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

12. A hearing on the Final Accounting (Nonappearance) is scheduled for _____, 2026 at _____.

A final report on the disbursement of the PAGA Payment Shares shall be filed by _____.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

JUDGE OF THE SUPERIOR COURT