

John A. Van Hook (SBN 205067)
VAN HOOK LAW FIRM
14156 Magnolia Blvd, Suite 200,
Sherman Oaks, California 91423
Telephone: (310) 592-5884
Email: john@vanhooklawfirm.com

Adrian Byrne (SBN 304020)
THE BYRNE LAW GROUP
8605 Santa Monica Blvd, Suite 48497
West Hollywood, California 90069
Telephone: (800) 805-4002
Email: adrian@thebyrnelawgroup.com

Attorneys for Plaintiff Alonzo Pineda
and all Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ALONZO PINEDA, individually, on behalf
of those similarly situated, and all Aggrieved
Employees

Plaintiff,

vs.

RECON360, LLC, a California limited
liability company; ROSARIO WONG, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22CV398574
Assigned to Hon. Charles F. Adams, Dept. 7

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR APPROVAL
OF REPRESENTATIVE PAGA
SETTLEMENT**

Date: March 6, 2025
Time: 1:30 p.m.
Dept: 7

1 **[PROPOSED] ORDER AND JUDGMENT**

2

3 The motion of Plaintiff Alonzo Pineda (“Plaintiff”) for approval of a representative

4 settlement under the Private Attorneys General Act of 2004 (the “Motion”), matter came on

5 regularly for hearing before this Court on March 6, 2025, at 1:30 p.m. Having considered

6 Plaintiff’s Motion, the Parties’ Private Attorneys General Act (“PAGA”) Settlement Agreement

7 and Release (the “Settlement Agreement”), the documents and evidence presented in support

8 thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of

9 further prosecution, the substantial benefits to be received by the State of California and the

10 Aggrieved Employees as defined by the Settlement Agreement, and the good faith, arm’s-length

11 negotiations between the Parties, the Court hereby orders and adjudicates that the settlement is

12 approved pursuant to the statutory provisions of Labor Code section 2699(1) applicable to this

13 matter.

14 Therefore, the Court hereby GRANTS Plaintiff’s Motion and ORDERS as follows:

15 1. The Court approves the PAGA settlement amount of \$195,000 (the “Gross PAGA

16 Settlement Fund”) as fair, reasonable, and adequate, and directs the parties to effectuate the

17 Settlement according to its terms.

18 2. The “Aggrieved Employees” shall be defined as all current and former non-

19 exempt employees who worked for Recon360, LLC in California at any time during the period

20 of July 31, 2021, through July 9, 2024 (the “PAGA Period”).

21 3. Defendants shall fund the Gross PAGA Settlement Fund in the amount of

22 \$195,000.00 within fourteen (14) calendar days of the entry of this Order and Judgment.

23 4. The Court hereby approves the explanatory letter, attached as Exhibit A to the

24 Settlement Agreement, for mailing to the Aggrieved Employees with their respective settlement

25 payments.

26 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement

27

1 Administrator for this settlement. The Court finds that the settlement administration costs in the
2 amount of \$4,500.00 are fair and reasonable, and orders the Settlement Administrator to pay
3 itself these amounts from the Gross PAGA Settlement Fund consistent with the Settlement
4 Agreement.

5 6. The Court finds that attorneys' fees in the amount of \$65,000.00 (one-third of the
6 Gross PAGA Settlement Amount) are fair and reasonable and orders the Settlement
7 Administrator to distribute these amounts to Plaintiff's Counsel from the Gross PAGA
8 Settlement Fund consistent with the Settlement Agreement.

9 7. The Court finds that Plaintiff's Counsel's request for reimbursement of out-of-
10 pocket litigation costs in the amount of \$6,000.00 is fair and reasonable and orders the
11 Settlement Administrator to distribute these amounts to Plaintiff's Counsel from the Gross
12 PAGA Settlement Fund consistent with the Settlement Agreement.

13 8. The Court finds that the requested enhancement payment of \$5,000.00 to Plaintiff
14 Alonzo Pineda is fair, adequate, and reasonable in recognition of the efforts he expended and the
15 risks assumed on behalf of the Aggrieved Employees and the State of California, and orders and
16 orders the Settlement Administrator to distribute this amounts to Alonzo Pineda from the Gross
17 PAGA Settlement Fund consistent with the Settlement Agreement.

18 9. The Gross PAGA Settlement Fund, after payment of: (1) Plaintiff's Counsel's
19 attorney's fees and reimbursement of litigation costs, (2) the enhancement payment to Plaintiff
20 Alonzo Pineda, and (3) the settlement administration expenses of Phoenix Settlement
21 Administrators, is the "Net PAGA Settlement Amount." Seventy-five percent (75%) of the Net
22 PAGA Settlement Amount shall be paid to the California Labor and Workforce Development
23 Agency. The remaining twenty-five percent (25%) of the Net PAGA Settlement Amount shall be
24 distributed to the Aggrieved Employees on a pro-rata basis based on the number of workweeks
25 worked for Recon360, LLC during the PAGA Period.

26 10. Following entry of this Order and Judgment and the Gross PAGA Settlement
27 being fully funded, Plaintiff and all Aggrieved Employees will release the PAGA Released
28 Claims against the Released Parties (as defined in the Settlement Agreement) that arose during

1 the PAGA Period. "PAGA Released Claims" means all claims, rights, demands, liabilities and
2 causes of action that arose during the PAGA Period for civil penalties under the PAGA, that
3 were alleged in the Action or that reasonably could have been alleged in the Action. The PAGA
4 Released Claims include, but are not limited to, claims under the PAGA for civil penalties for
5 alleged violations of Labor Code §§ 201, 202, 203, 204, 216, 226, 226.7, 510, 512, 1174, 1194,
6 1197, 1991.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission
7 Wage Orders; and claims for attorneys' fees, costs, or interest resulting therefrom. The release of
8 the PAGA Released Claims shall extend for the duration of the PAGA Period.

9 11. Upon entry of the order approving the settlement and judgment entered thereon
10 and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will be forever
11 barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA
12 Period against the Released Parties. The terms of the Settlement Agreement, and this Judgment
13 and Order, shall be binding on Plaintiff, the State of California, and the Aggrieved Employees,
14 and those terms shall have res judicata, collateral estoppel and other preclusive effect in all
15 pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such
16 persons or entities, to the extent those claims, lawsuits or other proceedings constitute PAGA
17 Released Claims as set forth in the Settlement Agreement.

18 12. Upon entry of this Order and Judgment, the Court hereby enters judgment, with
19 prejudice, for the reasons described above and in accordance with the terms of the Settlement
20 Agreement.

21 13. Except as otherwise provided in the Settlement Agreement, all parties shall bear
22 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit
23 and shall not seek reimbursement thereof from the Released Parties.

24 14. Upon entry of this Order and Judgment, the Court permanently enjoins and
25 forever bars the Plaintiff and/or the Aggrieved Employees from instituting or prosecuting any of
26 the PAGA Released Claims against the Released Parties which were resolved as part of the
27 Settlement, except as may be required to enforce the terms of the Settlement.

15. Without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

16. Neither this Order and Judgment nor the Settlement Agreement (or any other document referred to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an admission of liability or fault by any of the Defendants or Released Parties, or a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against Defendants or the Released Parties.

17. Notwithstanding the foregoing, nothing in this Order and Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of claims in any other proceeding, or as otherwise required by law.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

HON. CHARLES F. ADAMS
JUDGE OF THE SUPERIOR COURT