

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“PAGA Settlement” or the “PAGA Settlement Agreement”) is made and entered into between Plaintiff Alonzo Pineda (“Plaintiff”), acting in a representative capacity pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), and Defendants Recon360, LLC (“Recon360”) and Rosario Wong (“Wong”) (together, “Defendants”) (collectively with Plaintiff, the “Parties”).

I. DEFINITIONS

The following terms, when used in this PAGA Settlement Agreement, shall have the following meanings:

1. “Action” means the matter titled *Alonzo Pineda v. Recon360, LLC, et al.*, Santa Clara County Superior Court, Case No. 22CV398574, and as set forth in Plaintiff’s notices to the California Labor and Workforce Development Agency (“LWDA Notice”) dated November 24, 2021, and May 20, 2022.

2. “Aggrieved Employees” consist of all of Defendants’ current and former hourly, non-exempt employees who worked for Defendants in California at any time from July 31, 2021, through July 9, 2024 (the “PAGA Period”).

3. “Settlement Administrator” means Phoenix Settlement Administrators.

4. “Complaint” means the Complaint in the Action, filed on May 24, 2022.

5. “Court” means the Superior Court of California for the County of Santa Clara.

6. “Individual PAGA Payment” means the amount of PAGA penalties to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross PAGA Settlement Amount” is the non-reversionary sum of One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00), which represents the total amount payable under this Settlement Agreement by Defendants in connection with the PAGA settlement, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs.

9. “Net PAGA Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross PAGA Settlement Amount: (a) Plaintiff’s attorneys’ fees up to Sixty-Five Thousand Dollars (\$65,000.00); (b) Plaintiff’s litigation costs up to Six Thousand Dollars (\$6,000.00); (c) Plaintiff’s enhancement payment up to Five Thousand Dollars (\$5,000.00); and (d) settlement administration costs up to Four Thousand Five Hundred Dollars (\$4,500.00).

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

11. “Plaintiff’s Counsel” means John A. Van Hook of Van Hook Law Firm and Adrian Byrne of The Byrne Law Group.

12. “Released Parties” means (i) Defendants Recon360 and Wong, (ii) Recon360’s past and present parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated medical entity, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Recon360, LLC; (iii) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, owners, trustees, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

II. RECITALS

1. Plaintiff performed work for Recon360 as a non-exempt employee in California during the PAGA Period.

2. On November 24, 2021, Plaintiff provided written notice to the LWDA and Recon360, asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections, and providing notice of Plaintiff’s intent to file a civil lawsuit under PAGA. On May 20, 2022, Plaintiff submitted an amended notice to the LWDA and Recon360, clarifying that the beginning date of Plaintiff’s intended PAGA claims was July 31, 2021.

3. On May 24, 2022, Plaintiff filed a complaint titled *Alonzo Pineda v. Recon360, LLC and Rosario Wong*, Santa Clara Superior Court, Case No. 22CV398574, asserting putative class action and representative PAGA claims against Defendants based on alleged violations of the Labor Code.

4. On October 12, 2022, Defendants filed a motion to compel arbitration with the Court, seeking to compel Plaintiff’s individual claims to arbitration, and seeking dismissal of the class and PAGA claims. Plaintiff opposed the motion and the Court heard oral argument on the motion on February 23, 2023.

5. On February 27, 2023, the Court issued its order on Defendants’ motion. The Court granted the motion in part, ordering Plaintiff’s individual claims to arbitration, dismissing Plaintiff’s putative class action claims, and staying the representative PAGA claims pending the individual arbitration.

6. Subsequently, the Parties agreed to select Hon. Melinda A. Johnson (Ret.) of JAMS as the arbitrator for the arbitration of Plaintiff's individual claims, and Plaintiff initiated arbitration proceedings with JAMS.

7. The Parties conducted discovery in the arbitration, including the exchange of initial disclosures, a deposition of Plaintiff, a deposition of Recon360's persons most knowledgeable, and various written discovery and exchanges of documents. This discovery addressed issues including Recon360's policies and procedures relating to timekeeping, payment of wages, meal and rest periods, reimbursement of business expenses, among other issues.

8. The Parties agreed to attempt resolution through a private mediation of Plaintiff's individual claims in the arbitration, as well as Plaintiff's representative PAGA claims pending in Court. The Parties selected Brandon Coen, Esq. as the private mediator, and scheduled a mediation for July 9, 2024. Prior to the July 9, 2024, mediation, Defendants provided Plaintiff with additional information relating to the PAGA representative claims, including data regarding the relevant potentially aggrieved employees and pay periods, and a sampling of timekeeping and payroll data. Additional information was provided during the mediation, at Plaintiff's counsel's request.

9. As a result of the full-day mediation, the Parties reached an agreement to resolve all of Plaintiff's claims, including the PAGA representative claims (the "PAGA Settlement") and a confidential settlement of Plaintiff's individual claims (the "Individual Settlement"). Accordingly, on July 9, 2024, the Parties executed a Memorandum of Understanding documenting the key settlement terms of the PAGA Settlement and the Individual Settlement, with the agreement that long-form settlement agreements would be prepared and executed.

III. OPERATIVE TERMS OF PAGA SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this PAGA Settlement Agreement shall be construed to be an admission by Defendants or any of the Released Parties of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. Defendants specifically disclaim and deny any such liability or wrongdoing. The Parties have entered into this PAGA Settlement Agreement with the intention to avoid further disputes and litigation with the attendant expenses, uncertainties, and risks. This PAGA Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross PAGA Settlement Amount.** Defendants shall pay One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) as the non-reversionary Gross PAGA Settlement Amount. Defendants will not pay more than the Gross Settlement Amount, except at Defendants' option as provided in Paragraph III.7. Defendants shall deposit the Gross PAGA Settlement Amount into a Qualified Settlement Account and agree to fund the settlement within fourteen (14) calendar days of the Court's Order approving the PAGA settlement. The Gross PAGA Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiff's attorneys fees and litigation costs in connection with the PAGA Settlement, as approved by the Court; (3) Plaintiff's PAGA enhancement payment as approved by the Court; and (4) settlement administration costs as approved by the Court.

3. **Net PAGA Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross PAGA Settlement Amount, if approved by the Court, resulting in a Net PAGA Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in connection with the Action, in the amount up to one-third of the Gross PAGA Settlement Amount of \$195,000.00 (i.e., \$65,000.00) and costs up to \$6,000.00 incurred by Plaintiff's Counsel in litigation and settling the Action. In the event the Court approves less than these amounts, the difference will be added to the Net PAGA Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs).

b. **Plaintiff's PAGA Enhancement Payment.** Defendants will not oppose Plaintiff's request for an enhancement payment of up to \$5,000.00 for serving as the representative Plaintiff in the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net PAGA Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement payment).

c. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$4,500.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net PAGA Settlement Amount.

4. **Allocation of Net PAGA Settlement Amount.** One hundred percent (100%) of the Net PAGA Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods employed by each Aggrieved Employee during the PAGA Period.

5. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the PAGA Settlement and judgment entered thereon, and upon the PAGA Settlement being fully funded, Plaintiff, the LWDA, and all Aggrieved Employees release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the PAGA Settlement and judgment entered thereon and the PAGA Settlement being fully funded, Plaintiff, the LWDA, and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

6. **No Additional Claims.** With the exception of Plaintiff's individual claims that are pending in the arbitration and are addressed via a separate confidential Individual Settlement Agreement, Plaintiff warrants and agrees that he shall not pursue any other claims or actions against Defendants or the Released Parties relating to the Action. Plaintiff shall not appeal the dismissal of the putative class action claims asserted in the Action, nor shall Plaintiff bring any other class action, collective and/or representative action claims against Defendants or the

Released Parties relating to claims or allegations in the Action or this PAGA Settlement Agreement.

7. **Estimated Pay Periods; Escalator Clause.** Based on a review of its records, Defendants estimate that there are approximately 291 Aggrieved Employees who were employed for a total of approximately 7,618 pay periods. These figures were the basis for the Parties' PAGA settlement at mediation. If the actual number of total pay periods is more than 10% above this estimate (i.e., if there are more than 8,380 pay periods during the PAGA Period, Defendants shall have the option to (i) end the PAGA Period as of the first date that the pay period count does not exceed 8,380, or (ii) increase the Gross PAGA Settlement Amount in proportion to the increase in pay periods in excess of 10% (e.g., if the number of pay periods is 15% greater than 7,618, Defendants shall have the option to increase the Gross PAGA Settlement Amount by 5%).

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this PAGA Settlement Agreement.

b. Plaintiff acknowledges that he has read and/or had the contents of this PAGA Settlement Agreement explained to him in Spanish, that he fully understands his rights, obligations and duties under the PAGA Settlement Agreement, and enters into this PAGA Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this PAGA Settlement Agreement and the consequences of signing this PAGA Settlement Agreement.

9. **Motion for Approval of PAGA Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for obtaining a hearing date and promptly preparing and filing the Motion for Approval of the PAGA Settlement and proposed Order and Judgment to be entered by the Court to enforce this PAGA Settlement Agreement and shall do so within 60 days of the execution of this Settlement Agreement. The proposed Order and Judgment will be submitted concurrently with the documents asking the court to approve the PAGA Settlement. The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this PAGA Settlement Agreement. To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties seeking Court approval of the Settlement, per Labor Code § 2699(1)(2). As part of the Motion for Approval of the PAGA Settlement, Plaintiff shall identify the Parties' separate Individual Settlement Agreement. If required by the Court in connection with the Motion for Approval, Plaintiff shall be permitted to submit the Individual Settlement Agreement to the Court for its review, provided that Plaintiff will first seek permission to lodge the Individual Settlement Agreement for *in-camera* review by the Court.

10. **Termination of Settlement Agreement.** If the Court does not approve the PAGA Settlement, if the Court does not enter judgment as provided for in this PAGA Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the PAGA Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then

either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the PAGA Settlement Agreement, in which case the PAGA Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this PAGA Settlement Agreement. Further, this PAGA Settlement Agreement shall be terminated and have no force or effect, in the event that the Parties do not sign the separate long-form settlement agreement regarding Plaintiff's individual claims.

11. **Preclusive Effect of PAGA Settlement Agreement and Approval.** The terms of this PAGA Settlement Agreement and the Order and judgement are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute PAGA Released Claims as set forth in this PAGA Settlement Agreement. This PAGA Settlement Agreement and the Order and judgment in the Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days after entry by the Court of an order approving the settlement, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from Recon360's records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, number of pay periods employed during the PAGA Period, and Social Security numbers to the extent available from Recon360's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties a spreadsheet (without names or other personally identifying information) containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within fourteen (14) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Defendants' counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, in

English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. An English-language version is attached hereto as **Exhibit A**.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth above. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

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 reputable search method using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall be tendered to the State Controller's Office, Unclaimed Property Division.

In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

5. **Distribution of Payments.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payment; and (5) the Settlement Administrator for Court-approved settlement administration costs incurred in connection with the Settlement.

6. **Accounting.** Within forty-five (45) calendar days after all payments have been made under the PAGA Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the PAGA Settlement.

7. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the PAGA Settlement on his/her personal income tax returns for tax purposes and paying all appropriate taxes due for any and all amounts owed by them under the PAGA Settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel make no representations or warranties with respect to tax consequences of any payment under this PAGA Settlement Agreement, do not intend anything contained in

this PAGA Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This PAGA Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this PAGA Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein, and except as provided for in Plaintiff's Individual Settlement.

3. **Governing Law.** This PAGA Settlement Agreement shall be construed under and governed by the laws of the State of California. This PAGA Settlement Agreement shall be deemed to have been entered into in San Jose, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this PAGA Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this PAGA Settlement Agreement, it shall be brought in the State of California, County of Santa Clara.

4. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this PAGA Settlement Agreement has been made to them with respect to the subject matter of this PAGA Settlement Agreement, and acknowledge and represent that this PAGA Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claims in the Action.

5. **Judgment and Continued Jurisdiction.** As noted above, after approval of this PAGA Settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the PAGA Settlement, (ii) PAGA Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this PAGA Settlement Agreement.

6. **Amendment or Modification.** This PAGA Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties, and any such amendment or modification must be submitted by Plaintiff's Counsel to the Court for approval.

7. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this PAGA Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this PAGA Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this PAGA Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the PAGA Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the PAGA

Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this PAGA Settlement, the Parties may seek the assistance of the mediator (Brandon Coen, Esq.) or the Court to resolve such disagreement.

8. **Execution and Counterparts.** The PAGA Settlement Agreement may be executed in one or more counterparts. The PAGA Settlement Agreement may be executed through electronic signature (e.g., via DocuSign or similar program). All executed counterparts, and each of them, including scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Acknowledgement that the PAGA Settlement is Fair and Reasonable.** The Parties believe this PAGA Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this PAGA Settlement after arm's-length negotiations by experienced counsel, and with the assistance of an experienced employment law mediator. The Parties further acknowledge that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this PAGA Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to deem all provisions of this PAGA Settlement Agreement valid and enforceable.

11. **Severability.** If any term or provision of this PAGA Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

13. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Settlement Agreement or to declare rights and/or obligations under this PAGA Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

14. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this PAGA Settlement Agreement. Accordingly, this PAGA Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this PAGA Settlement Agreement.

15. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this PAGA Settlement Agreement.

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

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

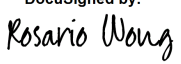
Dated: 08/12/24 , 2024


Alonzo Pineda / Aug 12 2024 13:11 PDT

Alonzo Pineda

RECON360, LLC

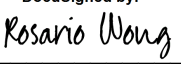
Dated: 08/13 , 2024

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By: Rosario wong

Its: President

Dated: 08/13 , 2024

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Rosario Wong, Individually

APPROVED AS TO FORM:

Dated: 08/12/24 , 2024

**VAN HOOK LAW FIRM
THE BYRNE LAW GROUP**

By: 

John A. Van Hook
Adrian C. Byrne
Attorneys for Plaintiff Alonzo Pineda

Dated: August 13 , 2024

HOGUE FENTON

By: 

Sarju Naran
Rachel Garcia
Attorneys for Defendants Recon360, LLC and
Rosario Wong

EXHIBIT A

**Re: Payment from Settlement of *Alonzo Pineda v. Recon360, LLC*
Superior Court of California, Santa Clara County, Case No. 22CV398574**

Date: [REDACTED], 2024

Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Alonzo Pineda v. Recon360, LLC, et al.*, Santa Clara County Superior Court Case No. 22CV398574 (the “Action”).

The Action was filed against Recon360, LLC and Rosario Wong (“Defendants”). The Action includes claims pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Alonzo Pineda (“Plaintiff”), a former employee of Recon360, LLC, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the aggrieved employees on whose behalf the case was brought.

In the Action, Plaintiff claimed that Defendants violated the California Labor Code by failing to pay minimum wage, failing to pay all overtime wages due, failing to provide compliant meal periods and rest periods, failing to timely pay all wages owed upon separation, failing to reimburse all reasonable and necessary business expenses incurred, failing to maintain and provide accurate itemized wage statements, and failing to keep complete and accurate payroll records, and unfair business practices. Defendants dispute all of Plaintiff’s allegations and deny that they have engaged in any of the alleged misconduct. The parties have reached a settlement of Plaintiff’s representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Recon360, LLC who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or any penalties. Defendants deny and dispute all of Plaintiff’s contentions. The Court has not decided the merits of Plaintiff’s claims or Defendants’ defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of this payment, for which an IRS Form 1099 will issue. If you do not cash your check within 180 days of issuance, the funds will be tendered to the State Controller’s Office, Unclaimed Property Division. If you are still employed by Recon360, LLC, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged in Plaintiff's complaint in the Action, including claims for civil penalties, attorneys' fees or costs, during the time period of July 31, 2021, through July 9, 2024 (the "PAGA Period").

If you have any questions, you can contact Phoenix Settlement Administrators, the administrator of this settlement, at [REDACTED] - [REDACTED].