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

Coordination Proceeding Special Title
(Rule 3.550)

RECOLOGY WAGE AND HOUR CASES,
inclusive

Judicial Council Coordination
Proceeding No. 5251

Hon. Theodore C. Zayner

(Santa Clara County Superior Court Case No.
22CV396584)
(San Mateo County Superior Court Case No.
22-CIV-04928)

**JOINT STIPULATION REQUESTING
INDIVIDUAL PAGA SETTLEMENT
APPROVAL AND DISMISSAL OF THE
MACHADO PAGA ACTION**

Complaint Filed: November 21, 2022

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Attorneys for Defendants

1
2 Plaintiff Adam Machado (“Machado” or “Plaintiff”) and Defendants Recology Inc. and
3 Recology Davis (“Recology” or “Defendants”), by and through each’s counsel of record, jointly seek:
4 (1) the Court’s approval of their Settlement Agreement and the payment described therein resolving
5 Plaintiff’s claims for relief under the California Private Attorneys General Act (California Labor Code
6 section 2698 et seq.) (“PAGA”); (2) dismissal of the action *Adam Machado v. Recology Inc. et al.* (the
7 “Action” or “Lawsuit”), San Mateo Superior Court Case No. 22-CIV-04928 that is a coordinated
8 lawsuit in *Recology Wage and Hour Cases*, pending in the Superior Court of the State of California,
9 Santa Clara County and bearing Judicial Council Coordination Proceeding No. 5251, including,
10 including Plaintiff’s PAGA claims, with prejudice; and (3) the dismissal of the Action will not
11 prejudice the rights and remedies of any of the other allegedly aggrieved employees; and (4) all Parties
12 bearing their respective fees and costs except as expressly provided in the PAGA Settlement
13 Agreement.

14 1. On about September 14, 2022, Plaintiff filed a notice with the Labor and Workforce
15 Development Agency under the California Private Attorneys General Act (California Labor Code
16 section 2698 et seq.) (“PAGA”) asserting various alleged Labor Code and wage and hour violations,
17 including California Labor Code sections 200-203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
18 1175, 1194, 1197, 1197.1, 1198, 2802, which was also sent to Defendants (the “PAGA Letter”).

19 2. On November 21, 2022, Plaintiff filed the Action against Defendants in the Superior
20 Court for the County of San Mateo, which was designated as Case No. 22-CIV-04928, asserting claims
21 on a PAGA representative basis for civil penalties under California Labor Code Section 2698, et seq.,
22 predicated on violations of California Labor Code sections 200-203, 226, 226.3, 226.7, 510, 512, 558,
23 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, applicable IWC Wage Orders and California
24 Code of Regulations, Title 8, section 11000 et seq. (the “PAGA Complaint”). Through the PAGA
25 Complaint, Plaintiff has asserted claims on behalf of himself, the State of California, and current and
26 former employees of Defendants in California.

27 3. On May 10, 2023, the Honorable Theodore C. Zayner of Santa Clara County Superior
28 Court, the Coordination Trial Judge in the *Recology Wage and Hour Cases*, Judicial Council

1 Coordination Proceeding No. 5251, granted Defendants' Petition for Coordination of Add-On Cases,
2 seeking to add the Class Action and the PAGA Action to the *Recology Wage and Hour Cases*
3 coordinated proceedings.

4 4. On February 7, 2024, the Coordination Trial Judge granted Defendants' motions to
5 compel Plaintiff to arbitrate his individual claims asserted in the Class Action and PAGA Action,
6 dismiss Plaintiff's class claims in the Class Action, and stay Plaintiff's representative claims in the
7 PAGA Action pending completion of individual arbitration.

8 5. By way of the PAGA Complaint, the PAGA Letter and otherwise, Plaintiff has asserted
9 claims on behalf of himself, the State of California, and other California employees as alleged in the
10 PAGA Complaint.

11 6. Defendants deny any and all liability in the PAGA Complaint. Defendants maintains
12 that it had, and continues to have, legally-compliant employment practices throughout the statutory
13 period in California. Defendants does not admit that they ever violated any provision of the California
14 Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, or of any
15 other law. However, the Parties desire to resolve all of Plaintiff's individual claims against Defendants
16 and to no longer proceed with this Lawsuit. This Settlement was reached after extensive negotiations
17 and an exchange of relevant information and data. The Parties believe and agree that this Settlement
18 is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-
19 length negotiations, taking into account all relevant factors, present and potential.

20 7. The "Effective Date" of the PAGA Settlement is the date by which all of the following
21 have occurred: the Court in this Action approves the PAGA Settlement and issues an order dismissing
22 Plaintiff's PAGA Complaint with prejudice and this dismissal does not have a res judicata effect on
23 those other than Plaintiff and does not bar any allegedly aggrieved employee from pursuing their own
24 PAGA claims.

25 8. A true and accurate copy of the Parties' PAGA Settlement Agreement for which they
26 seek Court approval is attached as **Exhibit 1**.

27 9. If approved, the PAGA Settlement will be reported to the LWDA in conformance with
28 Labor Code section 2699(l).

1 10. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
2 including a general release of claims and a Civil Code section 1542 waiver, for which additional
3 consideration is being provided and which is memorialized in a separate Confidential Settlement
4 Agreement and Release.

5 11. In exchange for the consideration, undertakings and covenants undertaken by
6 Defendants in the PAGA Settlement, Plaintiff will release Defendants and all of its current and former
7 direct and indirect parents, subsidiaries, affiliated and related companies and entities, and all of their
8 current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents
9 ("Released Parties") of and from all manner of actions, suits, claims, damages, liabilities, penalties,
10 arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards,
11 orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or
12 unsuspected, against Released Parties or any of them, which Plaintiff ever had, now has, or which
13 Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have
14 arising under the California Private Attorneys General Act (California Labor Code section 2698 *et*
15 *seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections,
16 200-203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802,
17 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.* and/or
18 any other California Labor Code provisions that could have been asserted under the PAGA in
19 connection with the PAGA Complaint and/or PAGA Letter ("Released Claims"), including but not
20 limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising
21 from any and all of the Released Claims.

22 12. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall be deemed to
23 have fully, finally, and forever released, relinquished, and discharged each and all of the Released
24 Parties from the Released Claims that arose prior the PAGA Settlement.

25 13. In consideration for Plaintiff's agreement to settle and release his individual PAGA
26 claim, Defendants agree to pay Five Hundred Dollars and Zero Cents (\$500.00) to settle and release
27 Plaintiff's individual PAGA claim, of which: (1) \$375.00 (representing 75% of said \$500.00) will go
28 to the Labor & Workforce Development Agency ("LWDA"); and (2) \$125.00 will be payable to

1 Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.
2 Defendants shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14)
3 business days of the Effective Date.

4 14. The Parties have agreed to cooperate in obtaining an Order from the Court approving
5 this PAGA Settlement at the earliest possible date. It is the Parties' intent that this Stipulation and
6 Proposed Order satisfy the requirements of California Labor Code section 2699(k)(2). However, the
7 Parties agree to use their best efforts to expedite the preparation and submission of whatever additional
8 documents the Court may require, if any, in order to approve this PAGA Settlement. The Parties
9 further agree to fully cooperate in the drafting and/or filing of any further documents or filings
10 reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court
11 relating to, or that are otherwise necessary to the approval and implementation of this Settlement. The
12 Court's approval of the Settlement is a condition of the enforceability of this PAGA Settlement. If the
13 Court should for any reason fail to approve the Settlement, then (a) the Settlement shall be considered
14 null and void, (b) neither the Settlement nor any of the related negotiations or proceedings shall be of
15 any force or effect, and (c) all Parties to the Settlement shall stand in the same position, without
16 prejudice, as if the Agreement had been neither entered into nor filed with the Court.

17 15. The PAGA Settlement and compliance with the PAGA Settlement Agreement shall not
18 be construed as an admission by Defendants of any liability whatsoever, or as an admission by
19 Defendants of any violations of Plaintiff's, nor any allegedly aggrieved employees' rights, violation
20 of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaims any liability
21 to Plaintiff or any other Aggrieved Employee for any alleged violation of his/her rights, or for any
22 alleged violation of any order, law, statute, duty or contract.

23 16. Neither the PAGA Settlement nor any of its terms shall be offered or used as evidence
24 by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding;
25 provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received
26 in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

27 17. The PAGA Settlement is executed voluntarily and without duress or undue influence
28 on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

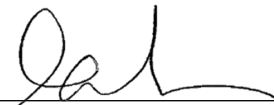
1 18. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as
2 expressly agreed otherwise.

3 The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to
4 the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable by
5 the Court and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over
6 all Parties and Aggrieved employees to interpret and enforce the terms, conditions and obligation of
7 the Agreement.

8 **IT IS SO STIPULATED.**

9
10 Dated: May 30, 2025

JAMES HAWKINS APLC

11
12 By: 
13 James R. Hawkins, Esq.
14 Gregory Mauro, Esq.
15 Michael Calvo, Esq.
16 Lauren Falk, Esq.
17 Ava Issary, Esq.

Attorneys for Plaintiff ADAM MACHADO

18 Dated: May 30, 2025

LITTLER MENDELSON, P.C.

19
20 /s/ Robert M. Geiger (with permission)
21 Elizabeth Staggs Wilson
22 Rod Fliegel
23 Lisa Lin Garcia
24 Robert M. Geiger

Attorneys for Defendants

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26
27
28

EXHIBIT 1

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Other Counsel Representing Defendants Listed in Next Page

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

Coordination Proceeding Special Title
 (Rule 3.550)

Judicial Council Coordination
 Proceeding No. 5251

RECOLOGY WAGE AND HOUR CASES,
 inclusive

(Santa Clara County Superior Court Case No.
 22CV396584)
 (San Mateo County Superior Court Case No.
 22-CIV-04928)

**JOINT STIPULATION AND
 SETTLEMENT AGREEMENT OF
 THE MACHADO PAGA ACTION**

Complaint Filed: November 21, 2022
 Trial Date: None Set

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22 Attorneys for Plaintiff ADAM MACHADO
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court pursuant to the California Labor Code Private Attorneys General Act ("PAGA"),
3 Labor Code section 2698, *et seq.*, that the Settlement of this PAGA Action shall be effectuated
4 upon and subject to the following terms and conditions.

5 This Joint Stipulation and Settlement Agreement of the Machado PAGA Action
6 ("Stipulation of Settlement," "Settlement Agreement" or "Agreement") is made by and between
7 Plaintiff Adam Machado ("Plaintiff"), on the one hand, and Defendants Recology Inc. and
8 Recology Davis (collectively "Defendants") on the other hand (Plaintiff and Defendants are,
9 collectively, the "Parties").

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **Definitions**

- 12 1. **"Approval"** means the Court's order granting approval of the Settlement.
- 13 2. **"Court"** means the Superior Court of California, County of Santa Clara.
- 14 3. **"Defendants' Counsel"** means Elizabeth Staggs Wilson, Rod Fliegel, Lisa Lin
15 Garcia and Robert Geiger of Littler Mendelson P.C.
- 16 4. **"Effective Date"** shall mean the later of the following events: five (5) calendar
17 days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval
18 and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been
19 filed, *i.e.*, 65 days from the date the Court grants final approval, enters Judgment, and notice of
20 entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Approval
21 has been filed within that timeframe; five (5) business days after any appeal, writ, or other
22 appellate proceedings opposing the Settlement has finally and conclusively dismissed with no
23 right to pursue further remedies or relief. No funding of the Settlement shall occur until at least
24 ten (10) calendar days after the Effective Date.
- 25 5. **"LWDA"** means the California Labor and Workforce Development Agency.
- 26 6. **"Individual Settlement Agreement"** means and refers to the separate, confidential
27 settlement agreement wherein the terms of Plaintiff Adam Machado's settlement of his individual
28 non-PAGA claims are outlined.

8. **“PAGA Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned as *Adam Machado v. Recology Inc.; Recology Davis; and DOES 1-50, inclusive*, San Mateo Superior Court, Case No. 22-CIV-04928, that is a coordinated lawsuit in *Recology Wage and Hour Cases*, pending in the Superior Court of the State of California, Santa Clara County and bearing Judicial Council Coordination Proceeding No. 5251.

10. **“PAGA Notice”** mean Plaintiff’s September 14, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

11 12. **“PAGA Settlement Amount”** means Five Hundred Dollars and Zero Cents
12 (\$500.00), which includes payment to the LWDA and Plaintiff. Defendants will owe nothing
13 more than this PAGA Settlement Amount under this Settlement Agreement.

16 14. **“Release End Date”** means the date of the Approval.

17 15. **“Released Parties”** means Defendants and any of its/their past, present and future
18 direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not
19 limited to, as well as each of its/their past, present and future officers, directors, employees,
20 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or
21 entity which could be jointly liable with Defendants.

16. **“Settlement”** means the disposition of Plaintiff’s PAGA claims in the PAGA
Action effectuated by this Settlement Agreement.

25 17. On September 14, 2022, Plaintiff, through his counsel, submitted a Notice Pursuant
26 to Labor Code Sections 2698, *et seq.* to the LWDA, Case Number LWDA-CM-983052-22 (the
27 “PAGA Notice”).

1 18. On September 14, 2022, Plaintiff filed a Complaint entitled *Adam Machado v.*
2 *Recology Inc.; Recology Davis; and DOES 1-50, inclusive*, in San Mateo Superior Court, Case
3 No. 22-CIV-03760, which was brought as a putative class action against Defendants alleging (1)
4 failure to pay wages including overtime as required by Labor Code §§ 510 and 1194; (2) failure
5 to pay timely wages required by Labor Code § 203; (3) failure to provide accurate itemized wage
6 statements as required by Labor Code § 226; (4) unlawful deductions from wages; (5) failure to
7 indemnify necessary business expenses as required by Labor Code § 2802; and (6) violation of
8 Business & Professions Code § 17200, *et seq.* (the “Class Action”).

9 19. On November 21, 2022, Plaintiff filed a Complaint entitled *Adam Machado v.*
10 *Recology Inc.; Recology Davis; and DOES 1-50, inclusive*, in San Mateo Superior Court, Case
11 No. 22-CIV-04928, which was brought on a representative basis against Defendants for an alleged
12 violation of the Private Attorneys General Act (“PAGA”), California Labor Code section 2698,
13 *et seq.* (the “PAGA Action”).

14 20. On May 10, 2023, the Honorable Theodore C. Zayner of Santa Clara County
15 Superior Court, the Coordination Trial Judge in the *Recology Wage and Hour Cases*, Judicial
16 Council Coordination Proceeding No. 5251, granted Defendants’ Petition for Coordination of
17 Add-On Cases, seeking to add the Class Action and the PAGA Action to the *Recology Wage and*
18 *Hour Cases* coordinated proceedings.

19 21. On February 7, 2024, the Coordination Trial Judge granted Defendants’ motions to
20 compel Plaintiff to arbitrate his individual claims asserted in the Class Action and PAGA Action,
21 dismiss Plaintiff’s class claims in the Class Action, and stay Plaintiff’s representative claims in
22 the PAGA Action pending completion of individual arbitration.

23 22. Defendants deny any liability or wrongdoing of any kind whatsoever associated
24 with the claims in the Class Action and the PAGA Action.

25 23. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge
26 all disputes and claims arising from or related to the allegations in the Class Action and the PAGA
27 Action.
28

24. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Released Claims (as defined in Paragraphs 32 and 33) against all Released Parties.

25. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 4, above, ("Effective").

26. PAGA Counsel have conducted a thorough investigation into the facts of the PAGA Action, including an extensive review of relevant documents and data, and have diligently pursued an investigation of Plaintiff's claims against Defendants. Based on its and their own independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of Plaintiff in light of all known facts and circumstances, including the risks of significant delay, and the defenses asserted by Defendants.

27. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement:

TERMS OF SETTLEMENT

28. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

29. It is agreed by and between Plaintiff and Defendants that the PAGA Action and any PAGA claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff on behalf of himself arising out of the disputes which are the subject of the PAGA Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's Approval.

PAGA SETTLEMENT AMOUNT

30. As consideration for the settlement and release of the Released Claims, Defendants agree to pay Five Hundred Dollars and Zero Cents (\$500.00) (the "PAGA Settlement Amount") no later than ten (10) calendar days after the Effective Date to resolve Plaintiff's PAGA Action. The PAGA Settlement Amount will include all payments to be made to the LWDA and Plaintiff. In no event shall Defendants be liable for the payment of any amounts exceeding those set forth

1 above in this section. 75% of PAGA Settlement Amount shall be distributed to the LWDA, and
2 the remaining 25% of the PAGA Settlement Amount shall be distributed to Plaintiff. The payment
3 to Plaintiff will be reported on an IRS Form 1099.

4 a. Once Defendants have paid the PAGA Settlement Amount, they will be
5 deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be
6 entitled to all protections afforded to Defendants under this Settlement Agreement, and shall have
7 no further obligations under the terms of the Settlement Agreement regardless of what occurs with
8 respect to those sums. Additionally, none of the Released Parties shall have any further obligation
9 or liability to the Plaintiff under this Settlement Agreement.

10 **ATTORNEYS' FEES AND EXPENSES**

11 31. **Attorneys' Fees:** PAGA Counsel shall recover no attorney's fees or expenses
12 under this Settlement Agreement.

13 **RELEASE**

14 32. Upon the funding of the PAGA Settlement Amount, Plaintiff on behalf of himself
15 and the State of California freely, knowingly and voluntarily releases and forever discharges the
16 Released Parties from all PAGA claims that were pled in the PAGA Action by Plaintiff and/or
17 any PAGA letter sent to the LWDA by or on behalf of Plaintiff in or prior to the PAGA Action,
18 including the PAGA Notice, and all PAGA claims which could have been alleged under the facts,
19 allegations and/or claims pled in the PAGA Action, the PAGA Notice or any other PAGA letter
20 sent to the LWDA by or on behalf of Plaintiff in or prior to the PAGA Action, against the Released
21 Parties, arising from any claims during the PAGA Period, including, but not limited to, the
22 following:

23 a. Any and all PAGA claims set forth in the PAGA Action, the PAGA Notice
24 or any other PAGA letter sent to the LWDA by or on behalf of Plaintiff, including, but not limited
25 to, PAGA claims for : (1) failure to pay wages including overtime as required by Labor Code §§
26 510 and 1194; (2) failure to pay timely wages required by Labor Code § 203; (3) failure to provide
27 accurate itemized wage statements as required by Labor Code § 226; (4) unlawful deductions from
28 wages; (5) failure to indemnify necessary business expenses as required by Labor Code § 2802;

1 and (6) violation of Business & Professions Code § 17200, et seq;

2 b. Any and all PAGA claims predicated on the same or similar facts and/or
3 claims alleged in the PAGA Action, the PAGA Notice or any other PAGA letter sent to the LWDA
4 by or on behalf of Plaintiff, including, but not limited to, as any claims that could have been
5 pleaded under California common law, the federal law, and the California Business and
6 Professions Code which arise from the same or similar facts pled in the PAGA Notice, the PAGA
7 Notice, or any other letter to the LWDA submitted by Plaintiff concerning Defendants, and claims
8 for interest and penalties, as well as any claims premised on Labor Code sections 200-203, 226,
9 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et*
10 *seq.*, applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000 *et*
11 *seq.*;

12 c. Any and all PAGA claims for injunctive relief, declaratory relief, or any
13 other requests for relief that alleged or which could have been alleged under the facts, allegations
14 and/or claims pleaded in the complaints filed as part of the PAGA Action; and

15 d. The claims set forth in subparagraphs (a) and (c) hereinabove shall be
16 collectively referred to as the "Released Claims."

17 33. In addition to the foregoing Released Claims, Plaintiff hereby releases and forever
18 discharges the Released Parties from any and all claims, causes of action, lawsuits, proceedings,
19 complaints, charges, debts, contracts, judgments, damages, claims, and claims for attorneys' fees
20 against the Released Parties, whether known or unknown, which Plaintiff ever had, now has or
21 which Plaintiff due to any matter whatsoever, and which could form the basis for a claim under
22 the PAGA.

23 Plaintiff shall be deemed to have, and by operation of the Court's Approval order and
24 judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the
25 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
26 provision under federal or state law that purports to limit the scope of a general release. Plaintiff,
27 for himself, has read Section 1542 of the Civil Code of the State of California, which provides as
28 follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in his favor, known or unknown.

APPROVAL AND JUDGMENT

34. In conjunction with this Settlement Agreement, the Parties will submit a proposed order to the Court, requesting that the Court enter an Order and Judgment ("PAGA Settlement Approval") approving this Settlement Agreement and its terms, including but not limited to, entering judgment fully and finally releasing and discharging the Released Parties as to Plaintiff and the State of California and forever barring and enjoining the assertion of the Released Claims as to Plaintiff and the State of California, as detailed herein, and dismissing the PAGA Action in its entirety, such that Plaintiff's PAGA claims are dismissed with prejudice, and this dismissal does not have a res judicata effect on those other than Plaintiff and does not bar any allegedly aggrieved employee from pursuing their own PAGA claims.

OTHER BINDING TERMS

35. **Confidentiality:** Plaintiff and PAGA Counsel will not make any public disclosure of the Settlement until the filing of this Stipulation of Settlement, except that Plaintiff and PAGA Counsel may disclose the Settlement to the LWDA prior to the filing of the motion for approval of the PAGA settlement. However, the terms of Plaintiff's separate, individual confidential settlement agreement will be subject to the confidentiality of the Individual Settlement Agreement. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after this Stipulation of Settlement is filed with the Court. Thereafter, Plaintiff and PAGA Counsel agree

not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

36. **Voiding Agreement:** Plaintiff or Defendants may terminate this Settlement if after submitting the Settlement Agreement for approval to the Court, the Court declines to enter an order approving the PAGA settlement or judgment in substantially the form submitted by the Parties, or if the Settlement Agreement, as agreed, does not become Effective. If the Court requests non-material changes to the Settlement Agreement, the Parties will cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement, which shall not be grounds for termination of the Settlement. The terminating Party shall give to the other party (through its/his counsel) written notice of its decision to terminate no later than 14 calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party.

c. Any settlement approval order and judgment shall be vacated.

d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the settlement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the PAGA Action, or any other action for any purpose whatsoever.

37. **Non-Admission of Liability:** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other

1 applicable laws, regulations or legal requirements; breached any contract, violated or breached
2 any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has
3 not evaluated manageability of any PAGA claim. Defendants deny all liability for the claims
4 alleged in the PAGA Action and Plaintiff is owed any damages or penalties, or is entitled to any
5 relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to
6 avoid the burden and expense of further litigation. Pursuant to California Evidence Code section
7 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to
8 approve, interpret, or enforce this Settlement Agreement. If Approval does not occur, the Parties
9 agree that this Settlement Agreement is void, but remains protected by California Evidence Code
10 section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of
11 enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

12 **38. Warranties and Representations:** Each of the Parties to this Settlement
13 Agreement and or their agent covenants and warrants that (a) they have full power and authority
14 to enter into and consummate all transactions contemplated by this Settlement Agreement and
15 have duly authorized the execution, delivery and performance of this Settlement Agreement;
16 (b) the person executing this Settlement Agreement has the full right, power and authority to enter
17 into this Settlement Agreement on behalf of the party for whom he/she has executed this
18 Settlement Agreement, and the full right, power and authority to execute any and all necessary
19 instruments in connection herewith, and to fully bind such party to the terms and obligations of
20 this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel
21 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
22 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff
23 and PAGA Counsel warrant and represent that there are no liens on the Settlement Agreement,
24 and that Defendants may distribute funds to Plaintiff as provided by this Settlement Agreement.

25 **39. Waiver and Amendment:** The Parties may not waive, amend, or modify any
26 provision of this Settlement Agreement except by a written agreement signed by all counsel, and
27 subject to any necessary Court approval. A waiver or amendment of any provision of this
28 Settlement Agreement will not constitute a waiver of any other provision.

1 40. **Res Judicata:** Plaintiff agrees that the Released Parties can assert this Settlement
2 Agreement and the Approval and Judgment as a defense to any future claims for penalties brought
3 by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released
4 Claims alleged to have occurred during the PAGA Period. The Parties intend this PAGA
5 settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect,
6 estoppel effect and to otherwise bar a representative action to the fullest extent permissible under
7 applicable law if the LWDA or Plaintiff were to bring a subsequent claim on behalf of the LWDA
8 for any act or omission based on the same factual predicates as the PAGA Action and alleged to
9 have occurred during the PAGA Period.

10 41. **Enforcement Action:** If one more of the Parties institutes any legal action or other
11 proceeding against any other Party or Parties to enforce the provisions of this Settlement
12 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful
13 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
14 attorneys' fees and costs, including expert witness fees incurred in connection with any
15 enforcement actions.

16 42. **Notices to Counsel:** All notices, demands, and other communications to be
17 provided concerning this Settlement Agreement shall be in writing and delivered by receipted
18 delivery and by e-mail at the addresses set forth below, or such other addresses as either Party
19 may designate in writing from time to time:

20 if to Defendants:

21 Elizabeth Staggs Wilson
22 estaggs-wilson@littler.com
23 LITTLER MENDELSON, P.C.
24 633 West 5th Street
25 63rd Floor
26 Los Angeles, California 90071
27 Telephone: 213.443.4300
28 Fax No.: 213.443.4299

26 Rod Fliegel
27 rfliegel@littler.com
28 Lisa Lin Garcia
 llgarcia@littler.com
 LITTLER MENDELSON, P.C.
 101 Second Street, Suite 1000
 San Francisco, California 94105

Telephone: 415.433.1940
Fax No.: 415.399.8490

Robert M. Geiger
rgeiger@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101
Telephone: 619.515.1815
Fax No.: 619.252.4302

if to Plaintiff:

James R. Hawkins
Gregory Mauro
Michael Calvo,
Lauren Falk
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Fax No.: (949) 387-6676

43. **Binding Agreement:** This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

44. **Ongoing Cooperation:** The Parties shall support the Settlement, execute all documents and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Settlement Agreement.

45. **Governing Law:** This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

46. **Severability:** The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraphs 32 and 33 of this Agreement. If a court of competent jurisdiction finds the release provisions of Paragraphs 32 and 33 of this Settlement Agreement to be unenforceable or invalid as against Plaintiff or the LWDA, then this Settlement Agreement shall become voidable by Defendants, at Defendants' election but still subject to Defendants' obligation in Paragraph 36 to

1 cooperate in good faith to make such changes and to seek approval of an amended Settlement
2 Agreement. If a court of competent jurisdiction finds any provision, other than the release
3 provisions of Paragraphs 32 and 33, or part thereof to be invalid or unenforceable for any reason,
4 that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the
5 remaining provisions of this Settlement Agreement shall remain in full force and effect.

6 47. **Entire Agreement:** This Settlement Agreement contains the entire agreement
7 between the Parties with respect to the transactions contemplated hereby, and supersedes all
8 negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the
9 date hereof relating to the subject matters hereof.

10 48. **Counterparts:** This Settlement Agreement may be executed by one or more
11 Parties on any number of separate counterparts and delivered electronically, and all of said
12 counterparts taken together shall be deemed to constitute one and the same instrument.

13 49. **Captions:** The captions and headings in this Settlement Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent
15 of the provisions of this Settlement Agreement.

16 50. **Mutual Preparation of Agreement:** The Parties have had a full opportunity to
17 negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement
18 Agreement shall not be construed more strictly against one party than another merely by virtue of
19 the fact that it may have been prepared by counsel for one of the Parties, it being recognized that,
20 because of the arms-length negotiations between the Parties, all Parties have contributed to the
21 preparation of this Settlement Agreement.

22
23 **IT IS SO AGREED.**

24 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
25 Settlement Agreement as of the date(s) set forth below.
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Dated: May 21, 2025

RECOLOGY INC.

Signed by:

Mario Puccinelli

By: Mario Puccinelli

Title: Chief Operating Officer

Dated: May 19, 2025

RECOLOGY DAVIS

Justina M. Vega
By: Justina M. Vega
Title: General Manager

Dated: 5/12/2025

ADAM MACHADO

Signed by:

Adam Machado

94B904362C8E4E9
Plaintiff and PAGA Representative

1 **APPROVED AS TO FORM:**

2
3 Dated: May 12, 2025

JAMES HAWKINS APLC

4
5 By: 
6 Gregory Mauro
7 Attorneys for Plaintiff

8 Dated: May 22, 2025

LITTLER MENDELSON P.C.

9
10 By: 
11 Elizabeth Staggs-Wilson
12 Attorneys for Defendants

13
14
15 4896-9769-4274.1 / 016440.2817

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 30, 2025, I served on the interested parties in this action the following document(s) entitled:

**JOINT STIPULATION REQUESTING INDIVIDUAL PAGA SETTLEMENT
APPROVAL AND DISMISSAL OF THE MACHADO PAGA ACTION**

**[PROPOSED] ORDER GRANTING JOINT STIPULATION AND REQUESTING
INDIVIDUAL PAGA SETTLEMENT APPROVAL AND DISMISSAL OF THE
MACHADO PAGA ACTION**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(SEE ATTACHED SERVICE LIST)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on May 30, 2025, at Irvine, California


Eddie Magana

Elizabeth Staggs Wilson, Bar No. 183160
estaggs-wilson@littler.com
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San Diego, California 92101
Telephone: 619.515.1815

Attorneys for Defendants
RECOLOGY INC. and RECOLOGY DAVIS

Via LWDA Website Only

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>