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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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)

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

Complaint Filed: November 21, 2022

1 Having read and considered the Joint Stipulation Requesting PAGA Settlement Approval and
2 Dismissal of the Machado PAGA Action (“Joint Stipulation”) of Plaintiff Adam Machado and
3 Defendants Recology Inc. and Recology Davis (“Defendants”) (collectively the “Parties”), and
4 **GOOD CAUSE APPEARING THEREFOR**, it is **HEREBY ORDERED, ADJUDGED** and
5 **DECREED** as follows:

6 1. The Parties’ Joint Stipulation is **GRANTED**;
7 2. For purposes of this Order, the capitalized terms shall have the meanings set forth in
8 the Joint Stipulation, which definitions are incorporated by reference herein;

9 3. The Parties’ settlement of Plaintiff’s Private Attorneys General Act (“PAGA”) claims
10 in the PAGA Action is **APPROVED** in accordance with the terms of the Joint Stipulation;

11 4. Defendants shall timely make the settlement payment described in the Joint Stipulation
12 (and, upon receipt of the money allocated to the PAGA settlement, Plaintiff’s counsel shall cause such
13 amount to be paid to the California Labor and Workforce Development Agency in accordance with
14 the terms of the Joint Stipulation);

15 5. As of the date of this Order (and provided that Defendants satisfy their obligation to
16 pay the settlement payment in accordance with the terms of the Joint Stipulation), by operation of
17 Plaintiff’s waiver and release set forth in the Joint Stipulation and pursuant to this Order, Plaintiff shall
18 be deemed to have released Defendants and the Released Parties from all Released Claims (and, for
19 purposes of this Order, the capitalized terms shall have the meanings set forth in the Joint Stipulation,
20 which definitions are incorporated by reference herein);

21 6. In accordance with the Parties’ Joint Stipulation, this PAGA Action, including all of
22 Plaintiff’s PAGA claims, is **DISMISSED WITH PREJUDICE**;

23 7. This dismissal does not have a res judicata effect on those other than Plaintiff, and does
24 not bar any other allegedly aggrieved employee in this matter from pursuing their own PAGA claims;

25 8. Except as set forth in the Parties’ Joint Stipulation and the Parties’ Confidential
26 Settlement and Release Agreement, Plaintiff and Defendants shall bear his or their own attorneys’ fees
27 and costs incurred in connection with the prosecution or defense of this PAGA Action; and
28

1 9. Even though this entire action has been, and hereby is, dismissed, the Court shall retain
2 jurisdiction to enforce the Parties' Joint Stipulation pursuant to Code of Civil Procedure section
3 664.6.

4 **IT IS SO ORDERED.**

5
6 Dated: _____

7 HON. THEODORE C. ZAYNER
8 JUDGE, SUPERIOR COURT FOR THE COUNTY
9 OF SANTA CLARA

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