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Superior Court of California  
County of Los Angeles

JUL 02 2019

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Aldwin Lim, Deputy

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11 Attorneys for Plaintiff KRISTOPHER ROBERTS  
12 on behalf of himself and all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

15 KRISTOPHER ROBERTS on behalf of  
16 himself and all others similarly situated,

17 Plaintiffs,

18 v.

19 RECON INDUSTRIES INC. dba  
20 CALIFORNIA SAFETY AGENCY, a  
21 California corporation; DARREL COWAN, an  
22 individual; and DOES 1 through 100, inclusive,

23 Defendants.

CASE NO.: BC686779

~~Proposed~~ ORDER FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: July 2, 2019  
Time: 10:00 a.m.  
Dept: 10

By Fax

RECEIVED  
LOS ANGELES SUPERIOR COURT

JUN 26 2019

S. DREW

1 This matter having come before the Court on July 2, 2019, for final fairness hearing  
2 pursuant to the Order of this Court dated January 7, 2019 granting preliminary approval  
3 (“Preliminary Approval Order”) of the class settlement upon the terms set forth in the Joint  
4 Stipulation of Class Action Settlement (“Settlement Agreement”) and amendment thereto  
5 submitted in support of Motion for Preliminary Approval of Class Settlement; and due and  
6 adequate notice having been given to the Class Members as required in the Preliminary Approval  
7 Order and the Court having considered all papers filed and proceedings had herein and otherwise  
8 being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED,**  
9 **AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award,  
11 and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12  
13 2. All terms used herein shall have the same meaning as defined in the Settlement  
14 Agreement and any amendment thereto.

15  
16 3. This Court has jurisdiction over the subject matter of this litigation and over all  
17 Parties to this litigation, including all Class Members.

18  
19 4. Distribution of the Notice of Pendency of Class Action Settlement and Final  
20 hearing (“Class Notice”) directed to the Class Members as set forth in the other matters set forth  
21 herein have been completed in conformity with the Preliminary Approval Order, including  
22 individual notice to all Class Members who could be identified through reasonable efforts, and  
23 was the best notice practicable under the circumstances. This Class Notice provided due and  
24 adequate notice of the proceedings and of the matters set forth therein, including the proposed  
25 class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice,  
26 and the Class Notice fully satisfied the requirement of due process.

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1           5.     No Class Member opted-out of the settlement. No Class Member objected to the  
2 settlement.

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4           6.     The settlement was entered into in good faith pursuant to and within the meaning of  
5 California Code of Civil Procedure § 877.6. The Court further finds that the settlement is fair,  
6 reasonable, and adequate and that the plaintiff has satisfied the standards and applicable  
7 requirements for final approval of class action settlement under California law, including the  
8 provisions of California Code of Civil Procedure § 382 and Federal Rules of Civil Procedure § 23,  
9 approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800,  
10 821.

11  
12          7.     This Court hereby approves the class settlement set forth in the Settlement  
13 Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable and  
14 directs the parties to effectuate the settlement according to its terms. The Court finds that the  
15 settlement has been reached as a result of intensive, serious and non-collusive arms-length  
16 negotiations. The Court further finds that the parties have conducted extensive and costly  
17 investigation and research and counsel for the parties are able to reasonably evaluate their  
18 respective positions. The Court also finds that settlement at this time will avoid additional  
19 substantial costs, as well as avoid the delay and risks that would be presented by the further  
20 prosecution of the action. The Court has noted the significant benefits to the Class Members  
21 under the settlement. The Court also finds that the class is properly certified as a class for  
22 settlement purposes only.

23  
24          8.     For settlement purposes only, the Court certifies the following class: All current  
25 and former hourly non-exempt employees of Recon Industries, Inc. and Darrell L. Cowan  
26 (“Defendants”) in California from December 14, 2013 through November 1, 2018.

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1           9.     Class Members, except those that have submitted a valid and timely request to be  
2 excluded from the Settlement Agreement, release Defendants and each of their past or present  
3 affiliates, parents, subsidiaries, predecessors, successors, divisions, joint venturers and assigns,  
4 and each of these entities' past or present directors, officers, employees, partners, members,  
5 principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal  
6 representatives, from all claims pled or that could have been pled based on the factual allegations  
7 contained in the operative complaint or any amendments thereto ("Action"), including all claims  
8 under state, local law, whether statutory, arising out of the claims expressly pleaded in the Action  
9 and all other claims that could have been pleaded based on the facts alleged in the Action,  
10 including: Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Provide  
11 Meal Periods; Failure to Provide Rest Periods; Failure to Provide Accurate Wage Statements;  
12 Failure to Pay Due Wages at Termination; Violation of Business and Professions Code § 17200, *et*  
13 *seq.* (Unfair or Unlawful Business Practices) based on the alleged Labor Code violations; and  
14 Civil Penalties Pursuant to Labor Code § 2699 (Private Attorneys General Act) based on the  
15 alleged Labor Code violations; including, but not limited to, injunctive relief; liquidated damages,  
16 penalties; interest; fees; and costs during the Class Period.

17  
18           10.    Nothing contained in this Settlement Agreement shall be construed or deemed an  
19 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of  
20 the parties has entered into this Settlement Agreement with the intention to avoid further disputes  
21 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be  
22 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,  
23 interpret, or enforce its terms.

24  
25           11.    The Settlement Agreement provides for the "Gross Settlement Amount" in the  
26 amount of \$280,000. From the Gross Settlement Amount, individual settlement payments to Class  
27 Members, Court approved attorneys' fees and costs, the claims administrative costs, the class  
28 representative's enhancement fee, and payment to the Labor & Workforce Development Agency

1 for PAGA penalties in the amount of \$7,500, shall be deducted. Defendants shall pay the  
2 employer's share of payroll taxes on the portion of the Gross Settlement Amount payable to the  
3 Class Members as wages, in addition to the Gross Settlement Amount. The payment of the  
4 settlement funds by Defendants and payment of individual settlement checks to Class Members  
5 will be made as set forth in the Settlement Agreement.

6  
7 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
8 \$93,333.00 obtained in light of the benefit obtained for the class, which is approximately 33.33%  
9 of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards  
10 Class Counsel reimbursement of their costs of \$10,005.70 to be deducted from the Gross  
11 Settlement Amount. Attorneys' fees and costs shall be paid by the Claims Administrator from the  
12 Gross Settlement Amount as set forth in the Settlement Agreement.

13  
14 13. The Court hereby approves an enhancement fee to named plaintiff Kristopher  
15 Roberts in the amount of \$7,500. Payment for the enhancement fee will be paid by the Claims  
16 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

17  
18 14. The Court hereby approves the claims administrator's fees and cost in the amount  
19 of \$10,000. The claims administrator, Phoenix Settlement Administrators, shall be paid the cost  
20 of administration of the settlement from the Gross Settlement Amount.

21  
22 15. Except as expressly provided herein, the parties each shall bear all of their own fees  
23 and costs in connection with this matter.

24  
25 16. The Court approves the named plaintiff Kristopher Roberts as class representative.

26  
27 17. The Court approves Andrew Malatesta, Esq. of Malatesta Law and Mehrdad  
28 Bokhour, Esq. of Bokhour Law Group, P.C. as class counsel.

1 18. The Court approves Phoenix Settlement Administrators as the claims administrator.

2

3 19. Upon completion of administration of the settlement, the claims administrator shall  
4 execute a declaration with a final reporting with respect to the final distribution and payment of  
5 the individual settlement payments to participating Class Members. The claims administrator  
6 shall submit the declaration to the Court and counsel for parties on or before 2/19/21.

7

*Non-Appeal Case Review 2/26/21 @ 9*

8 20. The Court finds that class settlement on the terms set forth in the Settlement  
9 Agreement was made in good faith and constitutes a fair, reasonable, and adequate compromise of  
10 the released claims against Defendants.

11

12 21. Without affecting the finality of the Judgment in any way, this Court hereby retains  
13 continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement  
14 and all orders and judgments entered in connection therewith.

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16 **IT IS SO ORDERED.**

17 DATED: 7/2, 2019

WILLIAM F. HIGHBERGER, JUDGE

HONORABLE WILLIAM F. HIGHBERGR

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On July 3, 2019, I served the following document(s) described as **ORDER FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Gregg Fisch, Esq. Sheppard Mullin Richter & Hampton, LLP 1901 Avenue of the Stars, Suite 1600 Los Angeles, California 90067	Andrew J. Malatesta, Esq. Malatesta Law 2029 Century Park East, Suite 400 Los Angeles, California 90067
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<b>Counsel for defendants Recon Industries, Inc. and Darrel Cowan</b>	<b>Co-counsel for Plaintiff on behalf of himself and all others similarly situated</b>
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**BY ELECTRONIC SERVICE (via electronic filing service provider):** I caused the document(s) to be electronically transmitted to Case Anywhere, an electronic filing service provider, at [www.caseanywhere.com](http://www.caseanywhere.com) pursuant to the Court's Order Authorizing Electronic Service governing the matter entitled *Kristopher Roberts v. Recon Industries, Inc. dba California Safety Agency, et al.*, Case No. BC686779, mandating electronic service. The transmission was reported as complete and without error to the addressees as stated on the above service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 3, 2019, at Los Angeles, California.

  
\_\_\_\_\_  
Carlos Garcia