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County of San Diego

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Clerk of the Superior Court
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8 Individually and on behalf of all others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO**

11
12 Marion Jones, individually and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 v.

16 Michael Stapleton Associates, Ltd., d/b/a MSA
17 Security, a Delaware corporation; and Does 1
18 through 20, inclusive,

19 Defendants.

Case No.: 37-2022-00001449-CU-OE-CTL

Hon. Marcella O. McLaughlin – Dept. C-72

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 20, 2023

Time: 1:30 p.m.

Complaint Filed: January 12, 2022

1 **PROPOSED] ORDER GRANTING FINAL APPROVAL**

2 The Named Plaintiff Marion Jones, and the settling Defendant Michael Stapleton Associates,
3 Ltd., d/b/a MSA Security (together the "Parties" or "Settling Parties") have entered into a Class Action
4 Settlement Agreement ("Stipulation") to settle the above-captioned class action subject to the Court's
5 approval.

6 **A. Procedural History**

7 On January 10, 2022, Plaintiff submitted his original Private Attorneys General Act ("PAGA")
8 notice to the California Labor and Workforce Development Agency ("LWDA") alleging violations by
9 Defendant of California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 256, 510, 512, 558,
10 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 et seq., 2802, and 2804, and
11 the applicable IWC Wage Order(s). On January 12, 2022, Plaintiff filed his initial class-action
12 complaint against Defendant. That complaint contained causes of action for: (1) failure to pay
13 minimum wages; (2) failure to pay overtime wages; (3) failure to pay reporting time pay; (4) failure to
14 pay all wages; (5) failure to provide meal periods; (6) failure to provide rest breaks; (7) failure to
15 provide accurate and itemized wage statements; (8) failure to reimburse all reasonable and necessary
16 business expenses; (9) failure to pay all wages due upon separation of employment; and (5) violation
17 of the Business and Professions Code §§ 17200, *et seq.* On March 2, 2022, Defendant filed an Answer
18 to Plaintiff's Complaint. On April 7, 2022, Plaintiff filed his First Amended Class and Representative
19 Action Complaint, the operative complaint, which added an eleventh cause of action under the PAGA.

20 On January 24, 2023, the Parties mediated before the experienced employment mediator, Louis
21 Marlin. Prior to and at mediation, the Parties exchanged information and documents, and engaged in
22 intensive discussions regarding their evaluations of the Litigation and various aspects of the Litigation,
23 including the risks and delays of further litigation risks to the Settling Parties of proceeding with class
24 certification and the evidence produced. The parties were able to successfully settle at mediation and
25 agreed to enter into the Class Settlement Agreement on behalf of all current and former hourly-paid,
26 non-exempt employees of Defendant who were employed by Defendant in the State of California.

27 Thereafter, on June 28, 2023, Plaintiff filed his Unopposed Motion for Preliminary Approval
28 of Class Action Settlement. The parties appeared in Court on July 21, 2023, for the hearing on

1 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, where the Court granted
2 preliminary approval of the Settlement. Thereafter, on August 11, 2023, the Court-approved Notice
3 was provided to the Settlement Class members, as ordered.

4 **B. Investigation in the Class Action**

5 The Parties have conducted significant investigation of the facts and law during the
6 prosecution of this Litigation. Such discovery and investigations have included the exchange of
7 information and documents pursuant to informal discovery. Counsel for the Parties have further
8 investigated the applicable law as applied to the facts discovered regarding the alleged claims of the
9 Class Members and potential defenses thereto and the damages claimed.

10 **C. Benefits of Settlement to Class Members**

11 Plaintiff recognizes the expense and length of continued proceedings necessary to continue
12 the litigation against Defendants through trial and through any possible appeals. Plaintiff has also
13 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
14 and delays inherent in such litigation, including those involved in class certification. Plaintiff is
15 also aware of the burdens of proof necessary to establish liability for the claims asserted in the
16 Litigation, Defendants' defenses thereto, and the difficulties in establishing damages for Class
17 Members. Plaintiff has also considered the significant settlement negotiations conducted by the
18 Parties and the advice of the neutral mediator. Based on the foregoing, Plaintiff has determined that
19 the terms and conditions for resolution of the Litigation, set forth in the Stipulation, are fair,
20 adequate, and reasonable, and are in the best interests of all Class Members.

21 **D. Plaintiff and the Class Members' Claims**

22 Plaintiff and the Class Members contend that the claims, contentions, and allegations by
23 Plaintiff, individually and on behalf of the Class Members, in the Litigation have merit and give
24 rise to liability on the part of Defendants. Neither the Stipulation nor any documents referred to
25 herein, or any action taken to carry out the Stipulation is or may be construed as, or may be used
26 as, an admission by or against the Class Members or Class Counsel as to the merits, or lack thereof,
27 of the Litigation.

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1 **E. Defendant’s Denials of Wrongdoing**

2 Defendant has denied and continues to deny each of the claims, contentions, and damages
3 alleged by Plaintiff, individually and on behalf of the Class Members, in the Litigation. Defendant
4 adamantly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in
5 the Litigation and believes that it has valid defenses to Plaintiff and the Class Members' claims based
6 on liability, class certification, and damages. Neither the Stipulation nor any document referred to or
7 contemplated herein, nor any action taken to carry out the Stipulation, may be construed as, or may be
8 used as, an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or
9 liability whatsoever, including any concession that certification of a class would be appropriate in the
10 Litigation or any other case.

11 **F. Operation of the Settlement.**

12 Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and Setting a
13 Final Approval Hearing (“Preliminary Approval Order”) dated July 21, 2023, this Court conditionally
14 certified the Class and granted preliminary approval to Stipulation. The Preliminary Approval Order
15 also approved of the proposed forms of notice. The Court entered the Preliminary Approval Order after
16 review and consideration of all the pleadings filed and representations and arguments made in
17 connection herewith.

18 In compliance with the Preliminary Approval Order, the Class Notices were sent to all Class
19 Members via first class mail. Furthermore, follow-up mailings were performed for returned mail. The
20 notice program was timely completed on September 25, 2023.

21 This matter is now before the honorable Marcella O McLaughlin in Department C-72 of the
22 San Diego County Superior Court, located at 330 W Broadway, San Diego, California, 92101, on
23 Plaintiff’s Motion for Final Approval of the Class Action Settlement (“Motion for Final Approval”),
24 including approval of a service award for the Named Plaintiff and Class Counsel’s Application for
25 attorneys’ fees and costs. The Court has read, heard, and considered all the pleadings and documents
26 submitted, all other papers filed in the Litigation, and the representations and arguments made in
27 connection with the Motion and Application which came on for hearing on October 20, 2023.

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1 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
2 FOLLOWS:

3 1. This Court finds that the Stipulation appears to be the product of serious, informed, non-
4 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
5 treatment to any individuals. The Court finds that the Stipulation was entered into in good faith
6 pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the
7 Stipulation is fair, reasonable, and adequate and that the Plaintiff has satisfied the standards for final
8 approval of a class action settlement under California law. Under the provisions of California *Code*
9 *of Civil Procedure* section 382 and Federal Rule of Civil Procedure 23, as approved for use by the
10 California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has
11 discretion to certify a class where:

12 [Q]uestions of law or 'fact common to the members of the class predominate over
13 any questions affecting only individual members, and that a class action is
14 superior to the available methods for fairly and efficiently adjudicating the
15 controversy ... Fed. R. Civ. Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 The Court, for purposes of this Order, adopts all defined terms as set forth in the Stipulation.

18 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
19 Representative, the Class Members, and Defendant.

20 3. The Court finds that the dissemination of the Notice of Proposed Class Action Settlement
21 as provided for in the Order Granting Preliminary Approval, constituted the best notice practicable
22 under the circumstances to all Persons within the definition of the Class, and fully met the
23 requirements of California law and due process under the United States Constitution. Based on
24 evidence and other material submitted in conjunction with the Settlement Hearing, the actual notice
25 to the class was adequate.

26 4. The Court approves the settlement of the above-captioned action, as set forth in the
27 Stipulation, each of the releases and other terms, as fair, just, reasonable, and adequate as to the
28 Settling Parties and Settlement Class Members. The Parties are directed to perform in accordance

1 with the terms set forth in the Stipulation, the Order Granting Preliminary Approval, and this Final
2 Approval Order and Judgment.

3 5. Except as otherwise provided in the Stipulation, the Settling Parties are to bear their own
4 costs and attorneys' fees.

5 6. Solely for purposes of effectuating this Stipulation, this Court has certified a class of all
6 Class Members, as those terms are defined in and by the terms of the Stipulation, and the Court deems
7 this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771. The Court
8 hereby certifies the following Class for settlement purposes only:

9 All current and former hourly-paid, non-exempt employees of Defendant who were employed
10 by Defendant in the State of California from July 17, 2017, to May 4, 2023;

11 7. Separately, this Court approves the Stipulation to release the PAGA claims of the aggrieved
12 employees at issue in this matter, defined as all current and former hourly-paid, non-exempt employees
13 of Defendant who were employed by Defendant in the State of California from July 17, 2020, to May
14 4, 2023, as of the Effective Date in the Stipulation, as detailed below.

15 8. The Court hereby confirms Jonathan M. Lebe, Zachary T. Gershman, and Brielle D.
16 Edborg of Lebe Law, APLC as Class Counsel.

17 9. The Court hereby confirms the Plaintiff Marion Jones as the Class Representative in this
18 Action.

19 10. The Court finds that no member of the Settlement Class objected to the Stipulation.

20 11. With respect to the Settlement Class and for purposes of approving the settlement only
21 and for no other purpose, this Court finds and concludes that: (a) the Members of the Settlement Class
22 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
23 of law or fact common to the Settlement Class, and there is a well-defined community of interest
24 among Members of the Settlement Class with respect to the subject matter of the claims in the
25 Litigation; (c) the claims of the Class Representative is typical of the claims of the Members of the
26 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the
27 Members of the Settlement Class; (e) a class action is superior to other available methods for an
28 efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative,

1 i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative
2 capacity and for the Class Members.

3 12. Defendant shall fund the remaining \$1,209,940.21 of the total Settlement Sum pursuant to
4 the terms of the Stipulation.

5 13. The Court approves the Individual Settlement Amounts, which shall be distributed
6 pursuant to the terms of the Joint Stipulation of Class Action Settlement and Release.

7 14. Out of the total Settlement Sum and through the Claims Administrator, Defendant shall
8 pay (a) to Class Counsel attorneys' fees in the amount of \$424,485 and reimbursement of costs in the
9 amount of \$10,574.79; (b) service award to the Class Representative Marion Jones to reimburse him
10 for his unique services in the amount of \$10,000; (c) the sum of \$135,000 to the Labor and Workforce
11 Development Agency for its share of penalties under the Labor Code's Private Attorney General Act;
12 (e) the sum of \$45,000 for Aggrieved Employees share of penalties under the Labor Code's Private
13 Attorney General Act; and (f) \$10,000.00 to the Settlement Administrator, CPT Group, for its fees
14 and costs relating to the settlement administration process. All employee's share of state and federal
15 employment and payroll taxes shall be withheld from the Individual Settlement Amounts by the
16 Settlement Administrator. The Court finds that these amounts are fair and reasonable. Defendant is
17 directed to make such payments in accordance with the terms of the Stipulation.

18 15. In the event that the Effective Date occurs, the action captioned as *Marion Jones v.*
19 *Michael Stapleton Associates, Ltd., d/b/a MSA Security*, San Diego County Case Number 37-2022-
20 00001449-CU-OE-CTL, shall be resolved pursuant to the terms of the Stipulation by entry of
21 Judgment. Further, the Court finds and determines that in the event that the Effective Date occurs,
22 all Class Members are bound by the Stipulation, have released their claims as set forth in the
23 Stipulation, and are permanently barred from prosecuting against Defendant any individual or class
24 claims released pursuant to the Stipulation. All Class Members are bound by the Stipulation as to the
25 claims under the PAGA, have released their claims under the PAGA against Defendant as set forth in
26 the Stipulation, and are permanently barred from prosecuting against Defendant any PAGA claims
27 released pursuant to the Stipulation.

1 16. The Court reserves exclusive and continuing jurisdiction over the Litigation, the Class
2 Representative, the Class Members, and Defendant for the purposes of supervising the
3 implementation, enforcement, construction, administration, and interpretation of the Stipulation.

4 17. Pursuant to the Stipulation, Settlement Checks not cashed within 180 days after issuance
5 will be void and the funds represented by the uncashed checks will be provided to the California State
6 Controller's Unclaimed Property Division.

7 18. The Court sets a non-appearance case review hearing regarding compliance with all fund
8 distribution requirements under the Stipulation for July 12, 2024, at 1:30 p.m., in Dept. C-72 of the
9 above-entitled Court. A declaration from the Settlement Administrator regarding compliance shall
10 be filed with the Court no later than five court days prior to this date. No appearance by the parties
11 is required at the Order to Show Cause hearing if the Settlement Administrator's declaration is timely
12 filed and the Settlement Administrator reports that all of the distributions under the Settlement are
13 complete.

14 19. In accordance with California Rule of Court 3.771(b), the parties are ordered to give notice
15 of this final Order and the Judgment to all Class Members by posting the Order and the Judgment on
16 the Settlement Administrator's website.

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18 IT IS SO ORDERED.

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20 Date: November 2, 2023



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23 Judge Marcella O. McLaughlin
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