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Individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

Plaintiffs,

v.

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

Defendants.

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

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

~~[PROPOSED]~~ JUDGMENT

Complaint Filed: January 12, 2022

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The named Plaintiff Marion Jones (“Plaintiff”), and the settling Defendant Michael Stapleton
3 Associates, Ltd., d/b/a MSA Security (“Defendant” and together the “Parties” or “Settling Parties”)
4 have entered into a Class Action Settlement (“Stipulation”), to settle the above-captioned class action
5 subject to the Court’s approval. (See Declaration of Jonathan M. Lebe in Support of Plaintiff’s
6 Unopposed Motion for Final Approval of Class Action Settlement, Ex. A.)

7 **JUDGMENT**

8 The Final Approval Order is incorporated herein in its entirety.

9 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
10 entered whereby the Plaintiff and all Class Members shall take nothing from Defendant, except as
11 expressly set forth in the Final Approval Order and in the Stipulation, filed as Exhibit A to the
12 Declaration of Jonathan M. Lebe in Support of Plaintiff’s Unopposed Motion for Final Approval of
13 Class Action Settlement.

14 Solely for purposes of effectuating this Stipulation, this Court has certified a class of all Class
15 Members, as those terms are defined in and by the terms of the Stipulation:

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

18 In addition, this Stipulation resolves the Private Attorneys General Act claims of the “Aggrieved
19 Employees,” defined as all current and former hourly-paid, non-exempt employees of Defendant who
20 were employed by Defendant in the State of California from July 17, 2020, to May 4, 2023.

21 All Aggrieved Employees in this action are also Class Members. All Class Members are bound
22 by the Final Approval Order and Judgment in this Action and release any claims against Defendant as
23 considered by the Stipulation for Aggrieved Employees.

24 THE CLASS RELEASE: Upon the final approval by the Court of this Stipulation and
25 Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights or claims
26 as may be created by this Stipulation, the Class Representative, the Class, and each Class Member who
27 has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will
28 release claims as follows:

1 (a) Identity of the Released Parties. (a) Defendant and each and all of Defendant's past or
2 present partners, parents, subsidiaries, or related entities (regardless of whether such partners, parents,
3 subsidiaries, or related entities are individuals, corporations, partnerships, limited partnerships, limited
4 liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities
5 of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind,
6 including but not limited to any payroll companies employed or used by the Released Parties, which
7 have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer,
8 statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations as
9 described in the Stipulation; and (d) all past and present directors, officers, representatives, insurers,
10 agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities
11 identified in subparagraphs (a), (b), or (c).

12 (b) Date Release Becomes Active. The effective date shall be the date when all of the
13 following events have occurred: (1) if there were any objectors: ten (10) calendar days after the
14 expiration of the period for filing any appeal, writ, or other appellate proceeding challenging the Final
15 Approval Order and Judgment has elapsed without any appeal, writ or other appellate proceeding
16 having been filed; or, (2) if an appeal or writ is filed, ten (10) calendar days after the dismissal or final
17 resolution of the appeal or writ. In this regard, it is the intention of the Parties that the Settlement shall
18 not become effective until the Final Approval Order and Judgment is completely final and there is no
19 further recourse by an appellant or objector who seeks to contest the Settlement. If no objection is
20 made to the settlement, the Final Effective Date will be ten (10) calendar days after the date the Court
21 has entered the Final Approval Order and Judgment.

22 (c) Released Claims. In connection with the employment of the Non-Exempt Settlement
23 Class Members during the period from July 17, 2017 to May 4, 2023 and the Aggrieved Employees
24 during the period from July 17, 2020 to May 4, 2023, to any and all claims, liabilities, rights, demands,
25 suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action,
26 through the Release Period, which in any way arises out of, is based on, or relates in any way to the
27 facts alleged in the Complaint, which specifically includes: (a) minimum, overtime, and double time
28 wages allegedly due; (b) reporting time pay allegedly due; (c) the alleged use of non-neutral rounding

1 practices; (d) meal or rest periods allegedly missed, not provided, and/or denied; (e) failure to pay meal
2 period premiums; (f) check stubs, wage statements, documentation, information, or records provided,
3 delivered, or maintained, or not provided, delivered, or maintained; (g) the payment, non-payment, or
4 timeliness of payment of wages or premiums due or allegedly due; (h) record-keeping obligations; (i)
5 the payment or non-payment of reimbursements required under California Labor Code Section 2802;
6 (j) violation or alleged violation of California Labor Code Sections 201, 202, 203, 204, 210, 216, 218,
7 218.5, 221, 222, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 553, 558, 558.1,
8 1174, 1174.5, 1175, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802,
9 2804, or §§ 2698 *et seq.* (Private Attorneys General Act), Business & Professions Code §§ 17200 *et*
10 *seq.*, and California Code of Regulations Title 8 § 11000 *et seq.*, Industrial Welfare Commission Wage
11 Order 5, and the Industrial Welfare Commission’s Minimum Wage Order against Defendant, their
12 former and present officers, directors, employees, attorneys, insurers, predecessors, successors,
13 corporate parents, related entities, and subsidiaries; (k) attorneys’ fees due or allegedly due under
14 California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (l) any
15 other claims that any Releasing Party has arising out of, based upon, or relating to the allegations
16 contained in the Complaint; and (m) penalties or other payments which in any way arise out of, are
17 based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums,
18 or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5,
19 1198.5(k), or 1199. Without in any way limiting the foregoing, Settled Claims as to the Non-Exempt
20 Class Members shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens,
21 damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set
22 forth in this Section regarding Non-Exempt Class Members, whether enforced directly or pursuant to
23 California Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

24 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
25 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this Action,
26 the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

27 (a) supervising the implementation, enforcement, construction, and interpretation of the
28 Stipulation, the Preliminary Approval Order, the plan of allocation, the Amended Final Approval

1 Order, and the Judgment; and

2 (b) supervising distribution of amounts paid under this Stipulation.

3
4 The Judgment set forth herein is intended to be a final disposition of the Action in its entirety
5 and is intended to be immediately appealable.

6
7 IT IS SO ORDERED.

8
9 Date: November 2, 2023



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11 Judge Marcella O. McLaughlin