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24 TRINITY PROTECTION SERVICES, INC.

25 **UNITED STATES DISTRICT COURT**
26 **EASTERN DISTRICT OF CALIFORNIA**
27 **SACRAMENTO DIVISION**

28 MICHAEL P. LESSARD and ROBERT L.
REAGAN for themselves and on behalf of all
other similarly situated employees,

Plaintiffs,

v.

TRINITY PROTECTION SERVICES, INC. a
Maryland corporation and DOES 1 through
50, inclusive

Defendants.

Case No. 10-cv-01262-MCE-KJN

**STIPULATION AND ORDER RE:
VOLUNTARY DISMISSAL WITH
PREJUDICE**

1 Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs Michael
2 P. Lessard and Robert L. Reagan (“Plaintiffs”) and Defendant Trinity Protection Services, Inc.
3 (“Trinity”), by and through their respective undersigned counsel of record, HEREBY STIPULATE
4 AND AGREE as follows:

5 WHEREAS:

6 A. Plaintiffs are employed by Trinity.

7 B. Plaintiffs asserted claims against Trinity arising out of Plaintiffs’ employment with
8 Trinity (the “Claims”). The Claims were set forth by Plaintiffs in two actions: (1) a matter
9 currently pending in the United States District Court for the Eastern District of California entitled
10 *Michael P. Lessard and Robert L. Reagan for themselves and on behalf of all other similarly*
11 *situated employees v. Trinity Protection Services, Inc., a Maryland corporation, and DOES 1*
12 *through 50 inclusive*, Case No. 10-cv-01262-MCE-KJN (“*Lessard I*”); and (2) a matter currently
13 pending in the Superior Court of the State of California for the County of Alameda entitled
14 *Michael P. Lessard and Robert L. Reagan for themselves and on behalf of all other similarly*
15 *situated employees v. Trinity Protection Services, Inc., a Maryland corporation, and DOES 1*
16 *through 50 inclusive*, Case No. RG10538047 (“*Lessard II*”) (collectively, the “Actions”).

17 C. Trinity denies Plaintiffs’ allegations, denies that it had any legal or equitable
18 responsibility for the damages and injuries claimed by Plaintiffs, and denies that it has engaged in
19 any wrongdoing whatsoever.

20 D. Plaintiffs have not filed a Motion for Class Certification under Federal Rule of Civil
21 Procedure 23 and neither Court in either of the Actions has certified a class.

22 E. Neither of the Courts nor any party or counsel has issued any notice to any proposed
23 class. Plaintiffs’ counsel, however, has advised witnesses to whom he spoke during the
24 investigation of the cases that the Actions have been settled for the benefit of the named Plaintiffs
25 only and that the cases are being dismissed without prejudice as to any claims other than those of
26 the named Plaintiffs.

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1 F. The parties desire to resolve any and all disputes between them, including the
2 Actions and any other disputes arising out of or in any way related to Plaintiffs' employment with
3 Trinity, including both the specific claims asserted by Plaintiffs, and all other claims, whether
4 known or unknown, arising out of any fact or event which occurred prior to the date of the parties'
5 settlement. Towards that end, the parties have held two settlement conferences before Magistrate
6 Judge Kendall J. Newman of the Eastern District of California, which addressed both Actions
7 collectively. The parties thereafter voluntarily entered into a settlement, the terms of which are
8 embodied in a detailed Confidential Settlement Agreement (the "Settlement Agreement").

9 G. Plaintiffs acknowledge the presence of defenses to the *Lessard I* action. Plaintiffs
10 further acknowledge that good cause exists for dismissing *Lessard I* and *Lessard II*, including
11 Trinity's limited financial resources, which renders further litigation imprudent.

12 H. The parties acknowledge that this settlement is intended to be limited to the named
13 Plaintiffs and does not prejudice any individual who is not a "Released Party" (as defined in the
14 Settlement Agreement) and/or a signatory to the Settlement Agreement.

15 I. Because the parties recognize the presence of defenses to the *Lessard I* action that
16 render the outcome uncertain, none of the monetary portion of the consideration set forth in the
17 Settlement Agreement is allocated to the civil penalties alleged in *Lessard I*.

18 J. The parties agree to have this Court retain jurisdiction to enforce the terms of the
19 Settlement Agreement.

20 K. The parties agree to have this Court dismiss this action with prejudice as to both
21 named Plaintiffs.

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NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the Court dismisses the individual claims of the named Plaintiffs with prejudice and any other potential claims in this action without prejudice.

DATED: October 12, 2011

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: /s / Danielle Ochs-Tillotson
DANIELLE OCHS-TILLOTSON
CAROLYN B. HALL
Attorneys for Defendant
TRINITY PROTECTION SERVICES, INC.

DATED: October 12, 2011

BACKSTROM & HEINRICHS, APC

By: /s / S. Ward Heinrichs
S. WARD HEINRICHS
Attorney for Plaintiffs
MICHAEL P. LESSARD and ROBERT L. REAGAN


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ORDER

On the stipulation of the parties and GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that: (1) the settlement of the claims of the named Plaintiffs in this action (10-cv-01262-MCE-KJN) is approved and the named Plaintiffs' claims are dismissed in their entirety with prejudice; (2) any other claims in this action are dismissed without prejudice; (3) based on the representations of the parties, none of the monetary portion of the settlement consideration is allocated to the civil penalties alleged in this action; (4) the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement; and (5) this action shall be dismissed in its entirety, each side to bear its own costs and attorneys' fees, except as provided in the confidential Settlement Agreement. The Clerk of the Court is directed to close this case.

Dated: October 17, 2011


MORRISON C. ENGLAND, JR
UNITED STATES DISTRICT JUDGE