

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST
Bradbury v. Beach City Investigations & Protection Services Beach Cities Protective Services, Inc.
Case No. BC 521880

NOTICE OF CLASS ACTION SETTLEMENT

TO: All persons who are employed or have been employed as non-exempt security guards by Defendant BEACH CITY INVESTIGATIONS & PROTECTION SERVICES BEACH CITIES PROTECTIVE SERVICES, INC., Inc., in the State of California at any time from September 19, 2009, until August 18, 2017.

On August 18, 2017 the Court preliminarily approved a proposed class action settlement in this action. If the settlement is granted final approval, Judgment will be entered against Defendant consistent with the terms of the Settlement Agreement outlined below and Defendant and its owners, affiliates and agents (“Released Parties,” as more fully defined in the Stipulation for Class Action Settlement) will be released of all claims which were raised or could have been raised in the operative complaint in this matter (“Released Claims,” as more fully defined in the Stipulation for Class Action Settlement”). This Notice is to advise you of the proposed settlement, your rights with respect to the proposed settlement, and how to obtain more information about it.

Please Read This Entire Notice Carefully.
Your Rights May Be Affected By The Proposed Settlement Described Below.

I. Summary of the Litigation

The case Bradbury v. Beach City Investigations & Protection Services Beach Cities Protective Services, Inc., Case No. BC 521880 (“**Class Action**”), was filed in the California Superior Court for the County of Los Angeles on September 19, 2013 alleging five different causes of action. The complaint generally alleges that Defendant failed to pay wages, including overtime, and failed to provide meal periods. Specifically, the complaint alleges claims for: (1) Failure to Pay Wages; (2) Waiting Time Penalties (3) Failure to Provide Accurate Itemized Statements; (4) Failure to Provide Meal Periods (Labor Code § 226.7); and (5) Unfair Competition (Business & Professions Code § 17200).

During the course of this litigation, attorneys for the Plaintiff Class and attorneys for Defendant have engaged in numerous discussions in an attempt to resolve this matter. On December 16, 2016, the parties all agreed to the basic terms of settlement. Thereafter, the parties continued to negotiate a long form-settlement agreement, ultimately resulting in the July 11, 2017 executed Stipulation for Class Action Settlement between Plaintiff and Defendant (“Settlement Agreement”). The Settlement Agreement is subject to the approval of the Court.

II. Class Definition

The certified settling class consists of the Named Plaintiff, and the Plaintiff Class as defined below who do not elect to exclude themselves from this Settlement.

- (1) The Named Plaintiff Duke Bradbury; and
- (2) Plaintiff Class means “all persons who are employed or have been employed as non-exempt security guards by BEACH CITY INVESTIGATIONS in the State of California at any time from September 19, 2009, through August 18, 2017.”
- (3) The “Class Period” is September 19, 2009, through August 18, 2017.

III. Class Counsel

The following attorneys are counsel for the Plaintiff Class:

Douglas N. Silverstein, Esq.
Mia Munro, Esq.
Kesluk, Silverstein & Jacob, P.C.
9255 Sunset Boulevard, Suite 411
Los Angeles, CA 90069
Telephone: (310) 273-3180

IV. Summary of Settlement Terms

The following is a summary of the proposed settlement contained in the Settlement Agreement that is on file with the Clerk of the Court. The complete Settlement Agreement may be inspected during normal business hours at the office of the Clerk, located at:

Los Angeles County Superior Court
600 S. Commonwealth Ave.
Los Angeles, CA 90005

V. Monetary Award

The proposed settlement obligates Defendant to pay One Million, Two Hundred Thirty Two Thousand, Two Hundred and Fifty Dollars (\$1,232,250.00). That amount includes payments to the class, including the employer's payroll taxes for the wage portion of the settlement, attorneys' fees and costs, Plaintiff's service award, cost and fees of class administration. This shall be the maximum that Defendant pays under the agreement. Settlement proceeds will be paid to all members of the Plaintiff Class who fail to timely and properly opt out of the settlement provided by this Settlement Agreement.

VI. The Payment Process

All members of the Plaintiff Class who do not properly request exclusion will automatically receive payment under this Settlement as described in paragraph XI below. Payment will be in the form of Settlement Award checks.

VII. Release and Waiver

If the settlement is approved by the Court, as of the Effective Date of the settlement all Settlement Class Members shall be deemed to have agreed that except for the obligations imposed by the Settlement Agreement, Defendant and all of its subsidiaries, affiliates and each of their present officers, directors, shareholders, employees, agents, as more fully defined in the Settlement Agreement, shall be forever released and discharged from all Released Claims and all Settlement Class Members shall be barred and enjoined from suing the Released Parties for any liability in any way related to or arising out of any Released Claims. Released Claims are defined in the Settlement Agreement as:

any and all known and unknown claims related to Defendant's alleged failure to pay non-exempt workers for all hours worked, including overtime hours; failure to pay minimum wages, failure to provide meal periods; failure to provide accurate and lawful wage statements; or failure to pay waiting time penalties, including but not limited to claims that Defendant owes wages (including overtime and double time), waiting time penalties, meal period premiums, penalties for pay stub violations, interest, attorneys' fees and/or costs, or other damages based on the above, as well as claims for unfair and/or fraudulent business practices under California Business and Professions Code § 17200, et seq., based on the above violations, at any times during the Class Period.

Released Claims include any unknown claims that are based upon the subject matter of the Released Claims and that the Settlement Class Members do not know or suspect to exist in their favor at the time of the release, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision not to object to this Settlement.

The Named Plaintiff shall be deemed to have, and by operation of the Final Judgment fully, finally, and forever settled and released, expressly waived and relinquished, to the fullest extent permitted by law, all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the Effective Date of the Settlement, including the provisions, rights and benefits of Section 1542 of the California Civil Code, and any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity.

VIII. Attorneys' Fees and Costs

Plaintiff's Counsel has developed and litigated this case extensively since prior to filing the Action on or about September 19, 2013, and has devoted substantial time, effort and expense to prosecute the case. It is customary for courts to award attorney's fees and costs to counsel for the Class. Plaintiff's Counsel plans to

request that the Court authorize payment to them of attorneys' fees in the amount of \$431,287.50 and costs of not more than \$16,000.00, which amount shall come out of the \$1,232,250.00 settlement proceeds.

IX. Service Awards

The Named Plaintiff Bradbury will ask the Court to authorize a payment in the amount of Fifteen Thousand Dollars (\$15,000.00) to compensate him for the work he has done in bringing and prosecuting the case on behalf of the Plaintiff Class. If approved by the Court, this payment will be made out of the \$1,232,250.00 Settlement proceeds and will be in addition to any amounts of damages paid to him under the terms of the Settlement as a Settlement Class Member.

X. Claims Administrator Fees and Costs

The Settlement will be administered by a neutral entity ("Claims Administrator") whose fees and costs of approximately \$16,600.00 will also be paid from the \$1,232,250.00 settlement amount.

XI. Payments To Settlement Class Members

Each Settlement Class Member's share of the funds available for distribution will be calculated by: (1) calculating the number of hours recorded in the Time Records of each Settlement Class Member above 13 hours per Work Day during the Class Period, and paying each Settlement Class Member at the rate of \$10.50 per hour worked above 13 hours in one day (2 x \$21.00 hourly rate – 1.5 x \$21.00 hourly rate), (2) calculating the value of the work week by dividing the portion of the Common Fund remaining after deduction for payment of the Court approved attorneys' fees and costs, the Court approved incentive award, the Claims Administrator's fees and costs, and the amount paid under XI-(1) above, by the total number of weeks worked by Settlement Class Members and multiplying the value of the work week by the number of Work Weeks that each claiming Settlement Class Member worked during the Class Period. If less than 100% of the Settlement Class Members submit a claim, the value of the work week will increase and your share of the Settlement will be higher.

The amounts calculated as described above are referred to herein as the "Gross Settlement Amounts" for each Settlement Class Member. Each Gross Settlement Amount will be comprised of compensation for hours worked above 13 hours per Work Day during the Class Period, plus an additional amount for the meal period premiums, remaining overtime wages for the 13th hour of employment in a workday, interest, and penalties. These additional meal period premiums, remaining overtime wages for the 13th hour of employment in a workday, interest, and penalties are deemed to be divided as follows: 10% (ten Percent) for remaining overtime wages and meal period premiums all of which is designated as wages, 45% (Forty Five Percent) for Interest and 45% (Forty Five Percent) representing penalties and other non-wage damages. The Claims Administrator shall withhold each Settlement Class Member's share and the employer's share of all applicable payroll taxes from the Gross Settlement Amounts allocated to wages and remit the Settlement Award to the Settlement Class Members in accordance with the terms of this Agreement. The wage portion of the payment will be reported on IRS Form W-2 and the non-wage portion of the payment will be reported on IRS Form 1099.

XII. Claims Procedure

All members of the Plaintiff Class who do not properly request exclusion will automatically receive payment under this Settlement as described in paragraph XI above. Payment will be in the form of Settlement Award checks.

The address for the Claims Administrator is:

Bradbury v. Beach City Investigations & Protection Services
c/o SIMPLURIS, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-6077

The Claims Administrator will calculate the number of hours worked above 13 hours in a work day and the work weeks that Defendant's records show you worked at Beach City Investigations & Protection Services Beach Cities Protective Services, Inc. during the period September 19, 2009 through August 18, 2017, excluding any hours that you were previously already compensated for. This number will be used to calculate your share of the funds available for distribution. If you disagree with the number of hours above 13 hours per work day or the work weeks attributed to you, you can challenge or otherwise dispute this number. To do so, you must complete, sign and timely mail the attached Verification Form as a challenge under penalty of perjury along with any supporting documents to the Settlement Administrator at the address stated above by no later than

November 6, 2017 which is 45 days after the Notice is mailed. The Settlement Administrator will resolve the challenge based on information from the Parties. The Defendant's records shall control and will have a rebuttable presumption of correctness. The Settlement Administrator will make a final and binding determination without hearing or right to appeal. You will be informed of this decision no later than ten (10) calendar days after the challenge is made.

XIII. Option of Members of the Plaintiff Class to Exclude Themselves From the Class

Members of the Plaintiff Class who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class no later than **November 6, 2017**, which is forty-five (45) days after the date the Notice is first mailed ("Objection/Exclusion Deadline Date"). Such written request for exclusion must contain the name, address, telephone number and last four digits of the social security number of the person requesting exclusion, and the years of his or her employment by Defendant. Such request must be returned by mail to the Claims Administrator and must be postmarked on or before the Objection/Exclusion Deadline Date. The address for the Claims Administrator is:

Bradbury v. Beach City Investigations & Protection Services
c/o SIMPLURIS, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-6077

If you do so, you will receive none of the settlement proceeds, and you will not release any of your claims against Defendant. You will be free to pursue your own claims against Defendant through your own counsel at your own expense. Plaintiff's Counsel will not represent you any such action.

XIV. Final Approval Hearing

A Final Approval Hearing has been scheduled by the Court to be held on December 5, 2017, at 2:00 P.M. of the Superior Court of the State of California for the County of Los Angeles, located at Dept. 310, 600 S. Commonwealth Ave, Los Angeles, CA 90005, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable, and adequate to the Plaintiff Class; and (2) whether the applications for class representative Service Award, an award of attorneys' fees and reimbursement of expenses should be approved. If the Court approves the Settlement, an order granting final approval will be entered. You are not required to attend the Settlement Approval Hearing. If you are a member of the Plaintiff Class who does not request to be excluded from the Class in the manner described above, you will be bound by any Final Judgment related to this settlement. Notice of the final judgment will be posted on Simpluris' website at: Simpluris.com/case-information.

XV. Right to Object to the Settlement

At the Settlement Final Approval Hearing, any member of the Plaintiff Class who has not requested to be excluded from the settlement may appear in person or by counsel of his or her own choosing, at his or her own expense. To the extent allowed by the Court, such individual may be heard in opposition to the fairness, reasonableness, and adequacy of the settlement, or to the applications for Service Award or an award of attorneys' fees and separate reimbursement of expenses and costs. The member(s) of the Plaintiff Class who wish to object to the Settlement must serve a written statement objecting to the Settlement by **November 6, 2017**, no later than forty-five (45) calendar days after the date the Notice is first mailed. Such written request for objection must contain the name, address, telephone number and last four digits of the social security number of the person objecting, and the years of his or her employment by Defendant. Such objection must be postmarked on or before expiration of the Claims, Objection, and Exclusion Period and returned by mail to the Claims Administrator at the following address:

Bradbury v. Beach City Investigations & Protection Services
c/o SIMPLURIS, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-6077

XVI. Reminder of Important Settlement Dates and Deadlines

The following are important dates and deadlines under the proposed settlement:

Objection/Exclusion Deadline Date: November 6, 2017

Settlement Approval Hearing Date: December 5, 2017

XVII. Additional Information

For more detailed information concerning the matters involved in this Action, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court, and to the other papers filed in the Action, which may be inspected during normal business hours at the office of the Clerk, located at the Central Civil West, Los Angeles Superior Court, 600 S Commonwealth Ave, Los Angeles, CA 90005. Any questions concerning the matters contained in this notice should be directed to:

Douglas N. Silverstein, Esq.
Mia Munro, Esq.
Kesluk, Silverstein & Jacob, P.C.
9255 Sunset Boulevard, Suite 411
Los Angeles, CA 90069
Telephone: (310) 273-3180

You may also seek the advice and counsel of your own attorney, at your own expense, if you desire. Please do not contact the Court with questions about the Settlement.

Pending the final Approved Hearing, all members of the Plaintiff Class who do not exclude themselves from the Settlement shall be barred and enjoined from prosecuting in any manner the claims released by the Settlement.