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10 Attorney for Plaintiff DUKE BRADBURY and the Putative Class

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

13 DUKE BRADBURY, as an individual and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 BEACH CITY INVESTIGATIONS &
18 PROTECTION SERVICES BEACH
19 CITIES PROTECTIVE SERVICES,
20 INC., a Nevada Corporation; and DOES 1
21 through 30; inclusive,

22 Defendants.

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FILED
Superior Court of California
County of Los Angeles

AUG 18 2017

Sherri R. Caneel, Executive Officer/Clerk

By Kozanne Kufraiga Deputy

CASE NO. BC 521880

[Assigned to Hon. Kenneth R. Freeman -
Department 310, for all purposes]

~~PROPOSE~~ ORDER RE:
PRELIMINARY APPROVAL

DATE: July 6, 2017
TIME: 9:00 am.
DEPT.: 310

Complaint Filed: September 19, 2013
Trial Date: Not Set

RECEIVED
Central Civil West

JUL 26 2017

By: R. Nazaryan

1 The Joint Motion for Preliminary Approval of Class Action Settlement (the "Settlement
2 Agreement") came on for hearing on July 6, 2017, at 9:00 a.m. in Department 310 of the above
3 entitled Court, before the Kenneth R. Freeman, Judge Presiding. The parties appeared through
4 their counsel.

5 This Court has carefully considered the propriety of conditional certification of the
6 proposed settlement class (the "Settlement Class") and the request for preliminary approval of the
7 Settlement Agreement. This Court is fully informed and in a position to weigh and evaluate, has
8 weighed and evaluated, and will continue to weigh and evaluate, the claims and defenses, the
9 procedural and substantive barriers to trial and verdict, and the value of the claims for settlement
10 purposes.

11 This Court also has carefully considered the propriety of the proposed form of notice (the
12 "Notice") for the settlement.

13 Upon the pending application for preliminary approval, this Court, having read, heard, and
14 considered all papers, pleadings, arguments, and evidence submitted, and good cause appearing
15 therefore, now finds and orders as follows:

16 **FINDINGS**

17 1. All defined terms contained herein shall have the same meaning as set forth in the
18 Settlement Agreement.

19 2. The Named Plaintiffs and Defendants, through their counsel of record herein, have
20 reached an agreement to settle the claims alleged in the Complaint.

21 3. Conditional certification for settlement purposes of the proposed Plaintiff Class
22 defined herein and in the Settlement Agreement is appropriate under California Code of Civil
23 Procedure, Section 382 and applicable case law. The Settlement Agreement is clearly within the
24 range of possible approval as fair, adequate, and reasonable. It appears to be the product of arm's
25 length, serious, informed, non-collusive, and non-overreaching negotiations.

26 4. The Notice provides a neutral, informative, and clear explanation of the settlement,
27 including a description of the Settlement Class, the settlement process, the settlement amount, the
28 relief the settlement proceeds will provide class members, the rights of class members to object to

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1 or opt out of the settlement, and informs class members that Class Counsel will seek an award of
2 attorneys' fees and costs, and an incentive payment for the class representative from the
3 settlement proceeds.

4 5. The Notice provides the "best practicable" notice of the proposed settlement,
5 including direct mailing of the Notice to all class members.

6 6. The Notice constitutes valid, due, and sufficient notice, and meets the
7 requirements for notice of a class action settlement. *See Bell v. American Title Insurance Co.*
8 (1991) 226 Cal.App.3d 1589; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960.

9
10 **ORDER**

11 1. The Settlement Agreement is preliminarily approved and the Plaintiff Class is
12 conditionally certified, for settlement purposes only, as a voluntary class pursuant to Code of
13 Civil Procedure Section 382 and applicable case law.

14 2. The Settlement Class means and refers to "All persons who are employed or have
15 been employed as security guards by Defendant Beach City Investigations & Protection Services
16 Beach Cities Protective Services, Inc. in the State of California, since September 19, 2009 until
17 [the effective date of preliminary approval]"

18 3. The proposed Notice is approved.

19 4. No later than thirty-five (35) days after the Court enters an order granting
20 preliminary approval of this settlement, the Claims Administrator shall send the Notice to all
21 Plaintiffs via First Class regular U.S. mail. Prior to mailing, one National Change of Address
22 ("NCOA") search will be performed on Defendant's records to ascertain updated contact
23 information for all Plaintiffs currently employed by Defendant.

24 5. In accordance with the Settlement Agreement, within 45 days after mailing of the
25 Notice, Settlement Class members who wish to opt out of the Settlement Class shall mail a
26 written request for exclusion to the Claims Administrator.

27 6. In accordance with the Settlement Agreement, within 45 days after mailing of the
28 Notice, Settlement Class members who wish to object to the settlement shall file a notice of

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1 intention to appear and copies of such party's written objection and serve them upon all parties.
2 Persons who timely opt out of the Settlement Class shall not be permitted to file such objections
3 or to be heard at the fairness hearing.


4 7. Simpluris is hereby approved as the Claims Administrator.

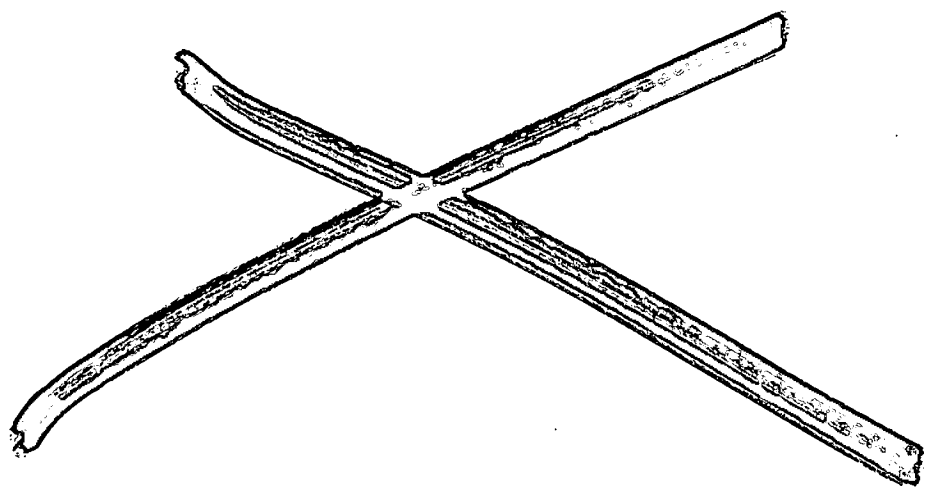
5 8. Through and including the date set for final approval to facilitate the
6 administration of this Settlement, the Court hereby enjoins plaintiffs and all Class Members from
7 filing or prosecuting any claims, suits or administrative proceedings (including filing claims with
8 the California Division of Labor Standards Enforcement) regarding claims released by the
9 Settlement unless such Class Members have filed valid Exclusion Forms with the claims
10 administrator.

11 9. The Court confirms Plaintiff Duke Bradbury as Class Representative and the law
12 firm of Kesluk, Silverstein & Jacob, P.C. as Class Counsel.

13 10. Motion for Final Approval is scheduled for December 5, 2017, at 2:00 p.m., in the
14 Department 310 of the above-entitled court located at 600 Commonwealth Avenue, Los Angeles,
15 California 90005. Motion to be filed by no later than November 6, 2017.

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17 DATED: AUG 18 2017


18 _____
19 The Honorable Kenneth R. Freeman
20 Judge of the Los Angeles Superior Court



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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction this service was made. My business address is 9255 Sunset Boulevard, Suite 411, Los Angeles, California 90069.

On July 25, 2017, I served the following documents on all interested parties in this action as follows: **[PROPOSED] ORDER RE PRELIMINARY APPROVAL**

/ X / (BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

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[Attorneys for Defendant Beach City
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Cities Protective Services, Inc.]

I declare under penalty of perjury under the laws of the United States of America and the State of California that the above is true and correct. Executed on July 25, 2017, at Los Angeles, California.



Michael Bew

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