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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.

CASE NO. BC 521880

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

**STIPULATION FOR CLASS ACTION
SETTLEMENT**

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

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**STIPULATION AND SETTLEMENT AGREEMENT
OF CLASS ACTION CLAIMS**

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3 I. Definitions. The following terms and definitions will be used in this Stipulation
4 and Settlement Agreement of Class Action Claims. Additional terms are defined throughout the
5 document as well.

6 (1) "Action" means and refers to the Complaint in the civil action titled *Duke*
7 *Bradbury v. Beach City Investigations & Protection Services Beach Cities Protective Services,*
8 *Inc.*, Case No. BC521880.

9 (2) "BEACH CITY INVESTIGATIONS" means and refers to the Defendant
10 in this action, BEACH CITY INVESTIGATIONS & PROTECTION SERVICES BEACH
11 CITIES PROTECTIVE SERVICES, INC.

12 (3) "Named Plaintiff" or "Class Representative" means and refers to Duke
13 Bradbury.

14 (4) "Plaintiff Class" means and refers to all persons who are employed or have
15 been employed by BEACH CITY INVESTIGATIONS as non-exempt security guards, all in the
16 State of California at any time during the Class Period.

17 (5) "Plaintiff's Counsel" or "Class Counsel" means and refers to the law
18 firms of Kesluk, Silverstein & Jacob, P.C.

19 (6) "Defendant" means and refers to BEACH CITY INVESTIGATIONS.

20 (7) "Class Period" means and refers to the period of time from September 19,
21 2009, through and including the date of an order by the Court granting preliminary approval of
22 this settlement.

23 (8) "Settlement Class Members" means and refers to all members of the
24 Plaintiff Class who were given proper notice under the terms of this Settlement Agreement and
25 fail to timely and properly opt out of the settlement provided by this Settlement Agreement.

26 (9) "Time Records" means and refers to the handwritten time records of
27 Settlement Class Members kept by Defendant during the Class Period, which records indicate the
28 number of hours that Settlement Class Members claimed to work for each work day during the

1 Class Period.

2 (10) "Unallocated Plaintiff" means and refers to any Plaintiff, whose Notice has
3 been returned as undeliverable after all of the procedures in Paragraph X.14 (b)(2) have been
4 followed. Unallocated Plaintiff will not be sent a settlement check but will remain a Settlement
5 Class Member.

6 (11) "Work Days" means and refers to each day worked by Settlement Class
7 Members as indicated in Settlement Class Members' Time Records.

8 (12) "Work Weeks" means and refers to the number of work weeks for which
9 members of the Plaintiff Class were employed by Defendant as a non-exempt employee during
10 the Class Period. A single day (or more) worked during a week shall be considered one (1) work
11 week.

12 II. Settlement Agreement. This Stipulation and Settlement Agreement of Class
13 Action Claims ("Settlement," "Stipulation," or "Agreement") is made between the Named
14 Plaintiff on behalf of himself and on behalf of the Plaintiff Class on the one hand, and the
15 Defendant, on the other hand (hereinafter collectively referred to as "Parties"), in the action
16 pending before the Hon. Kenneth R. Freeman, Department 310 in the California Superior Court
17 for the County of Los Angeles ("Superior Court"), Case No. BC 521880, and subject to the
18 approval of the Superior Court. In the event the Settlement does not become effective in
19 accordance with the material terms of this Stipulation, or the Settlement is not finally approved,
20 or is terminated, canceled or fails to become effective for the reasons specified in this Stipulation,
21 or for any reason, any Orders entered pursuant to this Stipulation shall be rendered null and void
22 and shall be vacated, and the Parties shall revert to their respective positions existing immediately
23 prior to the date they entered into this Stipulation.

24 III. Class Certification. Solely for purposes of this Settlement, the Parties stipulate
25 and agree to define the "Plaintiff Class" as consisting of "All persons who are employed or have
26 been employed as non-exempt security guards by Beach City Investigations in the State of
27 California at any time from September 19, 2009, until the effective date of preliminary approval."
28 The Parties stipulate and agree to the certification of the Class Action for purposes of this

1 Settlement only. Should for whatever reason the Settlement not become final, the fact that the
2 Parties were willing to stipulate to class certification as part of the Settlement shall have no
3 bearing on, and shall not be admissible in connection with, the issue of whether a class should be
4 certified in a non-settlement context in this Action and shall have no bearing on, and shall not be
5 admissible in connection with, the issue of whether a class should be certified in any other
6 lawsuit. Defendant expressly reserves its right to oppose class certification and/or the merits of
7 this Action should this Settlement not become final.

8 IV. Procedural History.

9 On September 19, 2013, Named Plaintiff, Duke Bradbury, filed a wage and hour class
10 action suit, *DUKE BRADBURY v. BEACH CITY INVESTIGATIONS & PROTECTION*
11 *SERVICES BEACH CITIES PROTECTIVE SERVICES, INC.*, in the Los Angeles Superior Court.

12 V. Investigation of the Class Action. The Parties have conducted an extensive
13 investigation of the facts and law including, *inter alia*, the exchange of information through
14 discovery. Discovery exchanged in this Action included Defendant providing Plaintiff's Counsel
15 for settlement purposes with thousands of pages of documents. Many of the documents
16 Defendant produced to Plaintiff's counsel were not stored electronically and thus the compilation
17 of the documents was time consuming. Similarly, as the documents produced were extensive,
18 Plaintiff's Counsel was required to spend numerous hours reviewing and analyzing the records.
19 Counsel for the Parties—in addition to holding two mediations and one Mandatory Settlement
20 Conference discussing settlement—further invested extensive time investigating the facts and
21 applicable law, which is constantly evolving, as it relates to the Named Plaintiff's claims and
22 damages, the defenses thereto, and facts discovered. The Named Plaintiff believes that the
23 investigation and research has supported the main contention that Defendant failed to pay
24 Plaintiff, and similarly situated non-exempt employees' wages and overtime compensation, and
25 failed to provide Plaintiff and the Plaintiff Class with meal periods relieved of all duties, as
26 required by California law, during the Class Period. The Named Plaintiff is demanding various
27 amounts for wages, interest, attorneys' fees, and other damages. Plaintiff's Counsel appreciates
28 the defenses and position of Defendant, but believes Named Plaintiff would ultimately succeed in

1 the Action. Defendant, on the other hand, denies all of Named Plaintiff's allegations and
2 contends it properly paid all employees' wages due, including overtime, and provided meal
3 periods in accordance with state and federal laws. Defendant further contends that the putative
4 class cannot be certified as a class, and asserts that there are various legal impediments to the
5 Action.

6 VI. Named Plaintiff's Reasons for Settlement. The Named Plaintiff recognizes the
7 expense and length—and inherent uncertainty—of continued proceedings necessary to continue
8 the litigation against Defendant through trial, and any possible appeals. The Named Plaintiff is
9 also aware of the burdens of proof necessary to establish (a) class certification, (b) liability for
10 failure to pay wages, waiting time wage continuation, failure to provide accurate itemized wage
11 statements, failure to provide meal periods and unfair competition (the "Claims" or "Class Action
12 Claims"), and (c) resulting class damages; especially in light of Defendant's asserted defenses to
13 each of these three issues. Based on the foregoing, and in light of the extensive investigation and
14 settlement negotiations conducted, the Named Plaintiff has determined that the Settlement set
15 forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of
16 Named Plaintiff and the Plaintiff Class.

17 VII. Defendant's Reasons for Settlement. Defendant has concluded that any further
18 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
19 of time, energy and resources of Defendant have been and, unless this Settlement is made, will
20 continue to be, devoted to the defense of the Claims asserted by the Named Plaintiff. Defendant
21 has also taken into account the uncertainty and risk of the outcome of further litigation, and the
22 difficulties and delays inherent in such litigation. Defendant has, therefore, agreed to settle in the
23 manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the
24 Class Action.

25 VIII. Named Plaintiff's Claims. The Named Plaintiff has claimed and continues to
26 claim that the Released Claims, as defined in Paragraph X.2 below, have merit and give rise to
27 liability on the part of Defendant. Neither this Agreement, the documents referred to or
28 contemplated herein, nor any action taken to carry out this Agreement is, or may be construed or

1 used as an admission, concession, or indication by or against Named Plaintiff, or Class Counsel,
2 as to the merits or lack thereof of the Claims asserted.

3 IX. Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny
4 each of the claims and contentions alleged by Plaintiff in the Action. Defendant has repeatedly
5 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny
6 any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.
7 Defendant also has denied and continues to deny, *inter alia*, the allegations that Named Plaintiff
8 or any member of the Plaintiff Class has suffered damage; that Defendant improperly failed to
9 pay all wages due, including overtime, and failed to provide meal and rest periods in accordance
10 with California law; that Defendant engaged in any unlawful, unfair or fraudulent business
11 practices; that Defendant engaged in any wrongful conduct as alleged in the Action; or that
12 Named Plaintiff or any member of the Plaintiff Class was harmed by the conduct alleged in the
13 Action, that the putative class alleged in the Complaint could be certified as a Class. Neither this
14 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry
15 out this Agreement, is, may be construed as, or may be used as an admission, concession or
16 indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

17 X. Stipulation. NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among
18 the Named Plaintiff on behalf of the putative class on the one hand, and Defendant on the other
19 hand, and conditioned upon the approval of the Superior Court, that the Class Action is hereby
20 being compromised and settled pursuant to the terms and conditions set forth in this Agreement.
21 Upon the Effective Date (as defined below) the Class Action shall be settled and resolved, subject
22 to the recitals set forth hereinabove which by this reference shall become an integral part of this
23 Agreement and subject to the following terms and conditions:

24 1. "Effective Date". As used in this Settlement, "Effective Date" means the
25 date of the Order and Final Judgment. Defendant shall fund the settlement fourteen (14) calendar
26 days after the Effective Date and the Claims Administrator will pay out all funds within thirty
27 (30) calendar days after such Effective Date, as stated in Paragraph 14(f).

28 2. Release as To All Settlement Class Members. The release set forth in this

1 Paragraph pertains to Settlement Class Members. As set forth in Section I, Paragraph 7 above,
2 Settlement Class Members are “All members of the Plaintiff Class who were given proper notice
3 under the terms of this Settlement Agreement and fail to timely and properly opt out of the
4 settlement provided by this Settlement Agreement.” Through the last date of the Class Period, the
5 Settlement Class Members, including the Named Plaintiff, release Defendant and each of its
6 subsidiaries, affiliates and each of its past or present officers, directors, shareholders, employees,
7 agents, principals, heirs, successors, representatives, accountants, auditors, consultants, insurers
8 and reinsurers, attorneys, and each of their company-sponsored employee benefit plans and all of
9 their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the
10 “Released Parties”), from the “Released Claims.” For purposes of this Agreement, the “Released
11 Claims” are defined as:

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

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

27 4. General Release By Named Plaintiff Only. In addition to the releases made
28 by the Settlement Class Members set forth in X.2 and X.3 hereof, the Named Plaintiff, as of the
Effective Date, makes the additional following general release of all claims, known or unknown.

Through the Effective Date, the Named Plaintiff releases the Released Parties from 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,

1 contract, or for violation of any state or federal statute, rule, law or regulation arising out of,
2 relating to, or in connection with any act or omission by or on the part of any of the Released
3 Parties committed or omitted prior to the Effective Date. (The release set forth in this Paragraph
4 shall be referred to hereinafter as the “General Release”).

5 The General Release includes any unknown claims the Named Plaintiff does not know or
6 suspect to exist in his favor at the time of the General Release, which, if known by him, might
7 have affected his settlement with, and release of, the Released Parties by the Named Plaintiff or
8 might have affected his decision not to object to this Settlement or the General Release.

9 With respect to the General Release, the Named Plaintiff stipulates and agrees that,
10 through the Effective Date, the Named Plaintiff shall be deemed to have, and by operation of the
11 Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by
12 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
13 similar provision under federal or state law, which provides:

14 A general release does not extend to claims which the creditor does
15 not know or suspect to exist in his or her favor at the time of
16 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor.

17 The Named Plaintiff may hereafter discover facts in addition to or different from those he now
18 knows or believes to be true with respect to the subject matter of the General Release, but the
19 Named Plaintiff through the Effective Date, shall be deemed to have, and by operation of the
20 Final Judgment shall have, fully, finally, and forever settled and released any and all of the claims
21 released pursuant to the General Release, whether known or unknown, suspected or unsuspected,
22 contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law
23 or equity now existing or coming into existence in the future, including, but not limited to,
24 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
25 without regard to the subsequent discovery or existence of such different or additional facts.

26 5. Common Fund. Defendant will create a non-reversionary Common Fund
27 in the amount of One Million Two Hundred Thirty Two Thousand and Two Hundred And Fifty
28 Dollars (\$1,232,250.00), below (“Common Fund”), by payment to the Claims Administrator as

1 provided herein. The Common Fund will be allocated among these elements: (a) payments to
2 Settlement Class Members who did not properly opt out of the Settlement; (b) a total amount not
3 to exceed \$15,000 to the Named Plaintiff, to be paid to Named Plaintiff as an Incentive Award,
4 subject to Court approval; (c) the amount to be paid to the Claims Administrator Simpluris to
5 cover the cost of the Claims Administration process (approximately \$16,600); (d) attorneys' fees
6 not to exceed 35% (Thirty-Five Percent) of the Common Fund, a maximum of \$431,287.50,
7 subject to Court approval; and (e) actual litigation costs not to exceed the amount of \$16,000,
8 subject to Court approval.

9 6. Attorneys' Fees and Costs. Defendant will not oppose an award of
10 attorneys' fees not to exceed 35% of the Common Fund, a maximum of \$431,287.50 ("Fees
11 Award"). In addition, Defendant agrees to not oppose an award of costs to Class Counsel not to
12 exceed \$16,000 ("Costs Award").

13 7. Maximum Payment. \$1,232,250.00 is the maximum total amount that
14 Defendant can be required to pay, for any and all purposes under this Agreement, including the
15 employer's share of payroll taxes which shall be paid from the Common Fund. Defendant's
16 monetary obligation under this Agreement is limited to the amount defined as the Maximum
17 Payment, and no other contribution of monies is required under any circumstances.

18 8. Funding of the Common Fund. The Common Fund shall be paid by
19 Defendant to the Claims Administrator in one lump sum within fourteen (14) days of the
20 Effective Date.

21 9. Plan of Allocation for Payment to Settlement Class Members. The Claims
22 Administrator shall pay from the Common Fund the Settlement Awards (as hereinafter defined)
23 to the Settlement Class Members in accordance with the following eligibility and settlement
24 formula requirements:

25 (a) Excluded from becoming Settlement Class Members are those
26 members of the Plaintiff Class who submit valid and timely requests for exclusion pursuant to the
27 terms and procedures of the Notice of Pendency and Settlement of Class Action; Settlement
28 Hearing; and Exclusion and Objection Procedures (attached as Exhibit A hereto).

1 All members of the Plaintiff Class who do not timely request exclusion will automatically
2 be sent payment under this Settlement, in the amount of the individual Settlement Class
3 Member's Settlement Award, as defined below.

4 The Settlement Awards allocated to each Settlement Class Member shall be determined
5 by (1) calculating the number of hours recorded in the Time Records of each Settlement Class
6 Member above 13 hours per Work Day during the Class Period, and paying each Settlement Class
7 Member at the rate of \$10.50 per hour worked above 13 hours in one day (2 x \$21 hourly rate –
8 1.5 x \$21 hourly rate), (2) calculating the value of the work week by dividing the portion of the
9 Common Fund remaining after deduction for payment of the Court approved attorneys' fees and
10 costs, the Court approved incentive award, the Claims Administrator's fees and costs, and the
11 amount paid under X-9(a)(1) above, by the total number of weeks worked by Settlement Class
12 Members who do not timely request exclusion, and multiplying the value of the work week by
13 the number of Work Weeks that each claiming Settlement Class Member worked during the Class
14 Period.

15 The amounts calculated as described above are referred to herein as the "Gross Settlement
16 Amounts" for each Settlement Class Member. Each Gross Settlement Amount will be comprised
17 of compensation for hours worked above 13 hours per Work Day during the Class Period, plus an
18 additional amount for the meal period premiums, interest, and penalties. These additional meal
19 period premiums, interest, and penalties are deemed to be divided as follows: 10% (Ten Percent)
20 for remaining overtime wages and meal period premiums, 45% (Forty Five Percent) for Interest
21 and 45% (Forty Five Percent) representing penalties and other non-wage damages. The Claims
22 Administrator shall withhold each Settlement Class Member's share and the employer's share of
23 all applicable payroll taxes from the Gross Settlement Amounts allocated to wages and remit the
24 Settlement Award to the Settlement Class Members in accordance with the terms of this
25 Agreement.

26 10. Residual. The "Residual" shall equal any portion of the Common Fund
27 that remains after all elements of the Settlement have been paid, and Settlement Award Checks
28 have expired and remain unclaimed, as per Paragraph 14(f) below. Agreed upon attorneys' fees

1 and costs that are not approved by the Court shall not be part of the Residual but rather shall
2 become part of the Common Fund. Any Residual shall be distributed pursuant to California Code
3 of Civil Procedure section 384 on a *cy pres* as follows: (a) Twenty-five percent (25%) will be
4 distributed to the State Treasury for deposit in the Trial Court Improvement and Modernization
5 Fund, established in Section 77209 of the Government Code, and subject to appropriation in the
6 annual Budget Act for the Judicial Council to provide grants to trial courts for new or expanded
7 collaborative courts or grants for Sargent Shriver Civil Counsel; (b) Twenty-five percent (25%)
8 will be distributed to the State Treasury for deposit into the Equal Access Fund of the Judicial
9 Branch, to be distributed in accordance with Sections 6216 to 6223, inclusive, of the Business and
10 Professions Code, except that administrative costs shall not be paid to the State Bar or the Judicial
11 Council from this sum; and (c) Fifty percent (50%) will be distributed to the non-profit
12 organization Bet Tzedik, which provides civil legal services to the indigent.

13 11. Fees Award and Incentive Awards. The Parties agree to the designation of
14 Kesluk, Silverstein & Jacob, P.C. as “Class Counsel” or “Plaintiff’s Counsel.” Class Counsel
15 will request that the Court approve an award of attorneys’ fees of up \$431,287.50 (“Fees
16 Award”). This constitutes 35% of the value of the Common Fund. Class Counsel will also
17 request a Costs Award not to exceed \$16,000. Defendant will not oppose these requests. Class
18 Counsel shall not be permitted to petition the Court for, or accept, any additional payments for
19 fees, costs, or interest, and the Fees Award and Costs Award shall be for all claims for attorneys’
20 fees and costs past, present and future incurred in the Action. Any portion of attorneys’ fees or
21 costs not awarded by the Superior Court will remain part of the Common Fund.

22 Unless otherwise stated in this Agreement, Defendant’s payment of the Fees Award and
23 Costs Award to Class Counsel through the Claims Administrator shall constitute full satisfaction
24 of the obligation to pay any amounts to any person, attorney or law firm for attorneys’ fees,
25 expenses or costs in the Action incurred by any attorney on behalf of the Named Plaintiff and/or
26 the Settlement Class. Further, said payment shall relieve Defendant, the Claims Administrator,
27 the Common Fund, and Defendant’s Counsel of any other claims or liability to any other attorney
28 or law firm for any attorneys’ fees, expenses and/or costs to which any of them may claim to be

1 entitled on behalf of the Named Plaintiff and/or the Settlement Class.

2 Class Counsel will request that the Court approve an Incentive Award in an amount not to
3 exceed \$15,000 to be paid to Named Plaintiff and to be paid out of and deducted from the
4 Common Fund. Defendant will not oppose such request. The Claims Administrator will issue
5 the Named Plaintiff an IRS form 1099 for the Incentive Award. Any portion of the Incentive
6 Award not awarded by the Superior Court will remain part of the Common Fund.

7 Within thirty (30) calendar days after the Effective Date of final approval of the settlement
8 (as defined in Paragraph X.1 above), the Claims Administrator shall pay the Fees Award, Costs
9 Award, Incentive Award, and administration costs out of the Common Fund.

10 12. Responsibilities of Defendant. Defendant shall:

11 (a) Within seven (7) calendar days of the Effective Date, make the
12 payment to the Claims Administrator in the manner described above in Paragraph (X.5);

13 (b) Provide to the Claims Administrator within twenty (20) calendar
14 days of the Court entering an order granting preliminary approval of this settlement the name,
15 social security number, last known telephone number and address, dates of employment, and
16 Work Weeks information for all members of the Plaintiff Class; and

17 (c) Otherwise make the deposits with the Claims Administrator in the
18 amounts and at the times required by this Agreement.

19 13. Operation by the Claims Administrator.

20 (a) The Claims Administrator will calculate the net amounts to be paid
21 to the Settlement Class Members from the Common Fund in accordance with the terms and
22 provisions of this Agreement.

23 (b) The Claims Administrator shall have the authority and obligation to
24 make payments, credits, and disbursements, including payments and credits in the manner set
25 forth herein, to Settlement Class Members from the Common Fund in accordance with the
26 methodology set out in this Agreement and orders of the Superior Court.

27 (c) No person shall have any claim against Defendant, Defendant's
28 Counsel, the Named Plaintiff, or Plaintiff's Counsel based on distributions and payments made in

1 accordance with this Agreement.

2 (d) The Claims Administrator will pay the Fees Award, the Costs
3 Award, the Incentive Award within thirty (30) calendar days after the Effective Date, as specified
4 above;

5 (e) The Claims Administrator will, from the time of Notice through the
6 Effective Date, issue weekly reports indicating the number of opt outs and objectors. The Claims
7 Administrator will also provide a declaration in support of the motion for final approval attesting
8 to its handling of the notice and administration, as well as confirm in writing when all funds have
9 been distributed pursuant to this Agreement, including through the distribution of the *cy pres*
10 *funds*.

11 (f) The Claims Administrator will issue a payment to itself as and for
12 the claims administration costs after the last report it has to issue.

13 (g) The Claims Administrator will establish a Settlement Account, and
14 timely fund any checks written upon the Settlement Account to pay the Settlement Awards.

15 14. Notice/Approval of Settlement and Settlement Implementation. As part of
16 this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior
17 Court approval of the Settlement, certifying a Settlement Class, notifying the members of the
18 Plaintiff Class, obtaining final Superior Court approval of the Settlement, and processing the
19 settlement payments:

20 (a) Preliminary Settlement Hearing. A Hearing shall be held before the
21 Superior Court as soon as practicable, at which the Named Plaintiff shall request preliminary
22 approval of the Settlement. In conjunction with this hearing, Named Plaintiff will submit this
23 Agreement, which sets forth the terms of this Settlement, and will include proposed forms of all
24 notices, and other documents as attached hereto necessary to implement the Settlement together
25 with a Motion for Preliminary approval of Class Settlement. Defendant shall not oppose Named
26 Plaintiff's request for preliminary approval.

27 Simultaneous with the filing of this Agreement, and solely for purposes of this Settlement,
28 Named Plaintiff will request the Superior Court to enter the Preliminary Approval Order

1 (“Preliminary Approval Order” or “Order”) (substantially in the form attached as Exhibit B
2 hereto) preliminarily approving the proposed Settlement, certifying the Class and the Class Period
3 for settlement purposes only, approving the appointment of Class Counsel, and setting a date for
4 final approval of the Settlement. The Proposed Order shall provide for notice of the Settlement
5 and related matters to be sent to the Plaintiff Class as specified herein. Named Plaintiff will
6 request the Superior Court, in its preliminary approval of this Settlement, to enjoin any member
7 of the Plaintiff Class from initiating or prosecuting any proceeding on any claim to be released
8 pursuant to this Stipulation unless, and until, either the member of the Plaintiff Class opts out of
9 the class, or the Effective Date does not occur (as set forth in Paragraph 1, above).

10 (b) Notice to the members of the Plaintiff Class. Notice of the
11 Settlement shall be provided to the Plaintiff Class using the following procedures:

12 (1) Claims Administrator. The Parties agree to select Simpluris
13 as the mutually agreed upon third party administrator to serve as the “Claims Administrator”.
14 The Parties agree that they have selected a Claims Administrator with whom they have no
15 financial interest or other relationship that could create a conflict of interest. The Claims
16 Administrator shall be responsible for preparing, printing and mailing to the members of the
17 Plaintiff Class the Notice of Pendency and Settlement of Class Action; Settlement Hearing; and
18 Claim, Exclusion and Objection Procedures (“Notice”) (attached as Exhibit A hereto) as direct
19 and approved by the Court; communicating with members of the Plaintiff Class and Settlement
20 Class Members and others regarding the Settlement Award administration process, corrections
21 and/or additional information needed for administration; calculating the amount of all payroll tax
22 deductions to be withheld; keeping track of opt outs; resolving any disputes that may arise from
23 putative class members or self-identifying putative class members; drafting and mailing
24 Settlement Award checks to Settlement Class Members; preparing, mailing, and filing all
25 applicable tax forms necessary as a result of the payments made under this Settlement; preparing
26 a report to the Court, to be filed by Named Plaintiff, related to the claims process, outcome, and
27 payments; and for such other tasks as the Parties mutually agree or the Superior Court orders the
28 Claims Administrator to perform.

1 (2) Notice By First-Class Mail. By no later than thirty-five (35)
2 calendar days after the Court enters an order granting preliminary approval of this settlement, the
3 Claims Administrator shall send the Notice to all members of the Plaintiff Class via First Class
4 regular U.S. mail. Prior to mailing, one National Change of Address (“NCOA”) search will be
5 performed on Defendant’s records to ascertain updated contact information for all members of the
6 Plaintiff Class. Any Notices returned to the Claims Administrator as non-delivered before the
7 expiration of the Claims, Objections and Exclusions Period specified below, shall be sent to the
8 forwarding address affixed thereto. If no forwarding address is provided, then the Claims
9 Administrator shall attempt to determine a correct address by using a single computer or other
10 search that utilizes the social security number of the individual involved. For any original Notice
11 returned as undeliverable before the expiration of the Claims, Objections and Exclusions Period,
12 the Claims Administrator will re-mail all returned, undelivered mail within five (5) calendar days
13 of receiving notice that a Notice was undeliverable.

14 If no forwarding address is provided and the Claims Administrator is unable to determine
15 a correct address via a search utilizing the individual’s social security number, then the Claims
16 Administrator does not have to take any further action regarding the intended recipient.

17 In the event the procedures in this Paragraph are followed and the intended recipient of a
18 Notice still does not receive the Notice, the intended recipient shall remain a Settlement Class
19 Member and will be bound by all terms of the Settlement and by any Final Judgment entered by
20 the Superior Court if the Settlement is approved by the Superior Court. The Parties agree that this
21 procedure is the best notice practicable under the circumstances.

22 (c) Procedure for Claiming, Objecting to, or Requesting Exclusion
23 From Class Action Settlement or Disputing Work Week Information.

24 (1) Claims Procedure. The Notice shall provide that all
25 members of the Plaintiff Class will receive payment of settlement monies owed to them unless
26 they have properly opted out of the Class.

27 (2) Procedure for Objecting. The Notice shall provide that
28 members of the Plaintiff Class who wish to object to the Settlement must serve a written

1 statement objecting to the Settlement no later than forty-five (45) calendar days after the date the
2 Notice is first mailed (“Claims, Objection, and Exclusion Period”). Such written request for
3 objection must contain the name, address, telephone number and last four digits of the social
4 security number of the person objecting, and the years of his or her employment by Defendant.
5 Such objection must be returned by mail to the Claims Administrator at a specified address, and
6 must be postmarked on or before expiration of the Claims, Objection, and Exclusion Period. The
7 date of the postmark on the return mailing envelope shall be the exclusive means used to
8 determine whether a request for exclusion has been timely submitted. Members of the Plaintiff
9 Class who fail to and serve a timely written objection in the manner specified above shall be
10 deemed to have waived any objections. Members who do not object will waive their right to
11 appeal the final approval of the settlement. Members of the Plaintiff Class who exclude
12 themselves from the Settlement may not object to the settlement and any objections filed by
13 members of the Plaintiff Class who exclude themselves shall not be considered by the Court.

14 (3) Procedure for Requesting Exclusion. The Notice shall
15 provide that members of the Plaintiff Class who wish to exclude themselves from the Class must
16 submit a written statement requesting exclusion from the Class no later than forty-five (45)
17 calendar days after the date the Notice is first mailed (“Claims, Objection, and Exclusion
18 Period”). Such written request for exclusion must contain the name, address, telephone number
19 and last four digits of the social security number of the person requesting exclusion, and the years
20 of his or her employment by Defendant. Such request must be returned by mail to the Claims
21 Administrator at a specified address, and must be postmarked on or before expiration of the
22 Claims, Objection, and Exclusion Period. The date of the postmark on the return mailing
23 envelope shall be the exclusive means used to determine whether a request for exclusion has been
24 timely submitted. Any member of the Plaintiff Class who submits a timely and valid request for
25 exclusion from the Class will not be entitled to any recovery under the Settlement and will not be
26 bound by the Settlement or have any right to object, appeal or comment thereon. Members of the
27 Plaintiff Class who fail to submit a valid and timely request for exclusion on or before the
28 expiration of the Claims, Objections and Exclusions Period shall be bound by all terms of the

1 Settlement and any Final Judgment entered in the Class Action, if the Settlement is approved by
2 the Superior Court, regardless of whether they have requested exclusion from the Settlement in an
3 untimely or invalid manner. Any member of the Plaintiff Class who excludes him or herself from
4 the Settlement shall be precluded from objecting to the settlement and any such objections shall
5 not be considered by the Court.

6 (d) No Solicitation of Settlement Objections or Exclusions. The Parties
7 agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the
8 Parties or their counsel seek to solicit or otherwise encourage members of the Plaintiff Class to
9 submit written objections to the Settlement or requests for exclusion from the Settlement Class, or
10 appeal from the Superior Court's Final Judgment.

11 (e) Final Settlement Approval Hearing and Entry of Final Judgment.
12 Upon expiration of the Objection/Exclusion Deadline Date, with the Superior Court's permission,
13 a Final Settlement Approval Hearing ("Settlement Hearing") shall be conducted to determine
14 final approval of the Settlement along with the amount properly payable for (i) attorneys' fees and
15 costs, and the (ii) Named Plaintiff's Incentive Award. Upon final approval of the Settlement by
16 the Superior Court at or after the Settlement Hearing, the Parties shall present a Final Judgment
17 ("Final Judgment") (substantially in the form attached as Exhibit B hereto) to the Superior Court
18 for its approval. The Final Judgment shall contain an injunction enjoining Settlement Class
19 Members from initiating or prosecuting any proceedings with respect to Released Claims. After
20 entry of the Final Judgment, the Superior Court shall have continuing jurisdiction solely for
21 purposes of addressing: (i) settlement administration matters, and (ii) such post-Final Judgment
22 matters as may be appropriate under court rules or as set forth in this Agreement.

23 (f) Procedure for Payment of Settlement Awards. Any member of the
24 Plaintiff Class who did not properly opt out of the Class will be a Settlement Class Member and
25 will be sent a Settlement Award. Settlement Awards for Settlement Class Members shall be paid
26 pursuant to the settlement formula set forth herein within thirty (30) calendar days after the
27 Effective Date. If any dispute arises over the eligibility of any person to participate in the
28 Settlement, the Settlement Administrator will resolve the challenge based on information from the

1 parties and make a final and binding determination without hearing or right of appeal.

2 Any Settlement Class Member who fails to cash his or her check within one hundred
3 eighty (180) calendar days of the mailing of the settlement check (“Check Stale Date”) will forfeit
4 his or her rights to collect that payment and any future payments he or she might have been
5 entitled to receive, and therefore, will not receive any additional settlement checks from the
6 Common Fund. Any Settlement Class Member with a check that is uncashed after ninety (90)
7 calendar days will be sent a letter advising the Settlement Class Member about the uncashed
8 check, the amount of the check, and the deadline to cash the check before the money is forfeited.
9 Any funds remaining in the Common Fund after the “Check Stale Date” pursuant to this
10 Paragraph shall be distributed pursuant to California Code of Civil Procedure section 384 on a *cy*
11 *pres* basis, to the State Treasury and to Bet Tzedik as provided in paragraph X-10 of this
12 agreement, above.

13 For any checks that are returned with a forwarding address, the Claims Administrator
14 shall send the check to that forwarding address. For any checks that are returned with no
15 forwarding address, the Claims Administrator shall attempt to determine a correct address by
16 using a single computer or other search. If the Claims Administrator obtains a new address, then
17 the check shall be mailed to that new address. In the event these procedures are utilized and the
18 person does not receive the check, no additional steps are required.

19 If a Settlement Class Member notifies the Claims Administrator within one hundred
20 eighty (180) calendar days of the initial mailing of the checks that he or she has not received his
21 or her check, then the Claims Administrator shall issue a stop order on the initial check and re-
22 issue and mail a new check. The Claims Administrator shall not be required to issue a stop order
23 more than one time for any Settlement Class Member. Any checks re-issued after the initial
24 mailing of the checks will remain valid and negotiable for an extra ten (10) calendar days (i.e. up
25 to one hundred ninety (190) calendar days from the date of the initial mailing).

26 Upon completion of administration of the Settlement, the Claims Administrator shall
27 provide written certification of such completion to Counsel for the Parties, Class Counsel will
28 thereafter notify the Superior Court.

1 (g) Administration Costs. All of Defendant's own legal fees, costs and
2 expenses incurred in the Action shall be borne by Defendant. In accordance with Paragraph X.5,
3 claims administration expenses will be part of the Common Fund. The Parties agree to cooperate
4 in the Settlement administration process and to make all reasonable efforts to control and
5 minimize the costs and expenses incurred in administration of the Settlement.

6 (h) Revocation of Settlement Agreement. Defendant, at its sole
7 discretion, shall have the right but not the obligation to revoke this Settlement Agreement if 10%
8 or more of the members of the Plaintiff Class submit timely requests for exclusion from the
9 settlement as described above. Defendant shall exercise its right under this paragraph, if at all, by
10 5:00 p.m. Pacific Time on the date that is five (5) working days after the Claims Administrator
11 reports the number of exclusions received during the "Claims, Objection, and Exclusion Period"
12 as defined herein.

13 (i) Nullification of Settlement Agreement. In the event that: (i) the
14 Superior Court does not enter a Preliminary Approval Order; (ii) the Superior Court does not
15 finally approve the Settlement, or, excepting the Fee Award, Costs Award, or Incentive Award,
16 there is a material variation from the terms of the Settlement; (iii) the Superior Court does not
17 enter a Final Judgment as provided herein which becomes final as a result of the occurrence of the
18 Effective Date; or (iv) the Settlement does not become final for any other reason, this Settlement
19 Agreement shall be null and void and any order or judgment entered by the Court in furtherance
20 of this Settlement shall be treated as void *ab initio*. In the event of Defendant's failure to pay any
21 amounts due pursuant to this Agreement, Plaintiff may unilaterally void the Agreement, and any
22 Orders entered pursuant to this Stipulation shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions existing immediately prior to the date they
24 entered into this Stipulation. In such a case of nullification of this Agreement, the Parties shall
25 proceed in all respects as if this Settlement Agreement had not been executed and Defendant will
26 not make any payments under this Settlement Agreement, except that any fees already incurred
27 by the Claims Administrator shall be split evenly between Defendant and Plaintiff's Counsel,
28 although, under such circumstances, reasonable efforts shall be made by Defendant and Plaintiff's

1 Counsel to keep the same Claims Administrator in place for the ultimate resolution of the Class
2 Action, and to ensure that such money has as already been paid the Claims Administrator may be
3 applied by the Claims Administrator towards its work needed for such ultimate resolution. In the
4 event an appeal is filed from the Superior Court's Final Judgment, or any other appellate review
5 is sought prior to the Effective Date, administration of the Settlement shall be stayed pending
6 final resolution of the appeal or other appellate review.

7 (j) Appraisal and Certification by Claims Administrator. The Claims
8 Administrator shall keep all counsel apprised (on a weekly basis) of claims, any disputes by any
9 member of the Plaintiff Class, and of opt-outs, objections, all distributions from the Common
10 Fund and, upon completion of administration of that portion of the Settlement, the Claims
11 Administrator shall provide written certification of such completion to counsel for both Parties.
12 The Claims Administrator shall further provide to all counsel weekly status updates of how many
13 checks were mailed, returned undeliverable, etc.

14 15. No Effect on Employee Benefits. The Incentive Awards and Settlement
15 Awards paid to the Named Plaintiff and Settlement Class Members shall be deemed not to be
16 pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of
17 the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective
18 Named Plaintiff or Settlement Class Members. The Parties agree that any Incentive Awards and
19 Settlement Awards paid to Named Plaintiff and Settlement Class Members under the terms of this
20 Agreement do not represent any modification of Named Plaintiff's or Settlement Class Members'
21 previously credited hours of service, or other eligibility criteria, under any employee pension
22 benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Incentive
23 Awards or Settlement Awards hereunder shall not be considered "compensation" in any year for
24 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit
25 plan or employee welfare benefit plan sponsored by Defendant.

26 16. Privacy of Documents and Information. Named Plaintiff agrees that none
27 of the documents and information provided to him or his counsel by Defendant, directly or
28 indirectly, pursuant to this Agreement shall be used for any purpose other than administration of

1 this Agreement, except for documents and information produced by Defendant to Plaintiff's
2 Counsel prior to the date of this Agreement, which may only be used for prosecution of the Class
3 Action, Plaintiff's individual action and/or administration of this Agreement. Defendant agrees
4 that the identities of those Settlement Class Members who sign and cash their Settlement Award
5 Checks will not be disclosed to those Settlement Class Members' direct supervisors at Defendant.

6 17. No Interference in Class Counsel's Duty. Nothing in this Agreement is
7 intended to interfere with Class Counsel's duties and obligations to faithfully discharge their
8 duties as Class Counsel, including but not limited to answering questions from members of the
9 Plaintiff Class or Settlement Class Members.

10 18. No Admission by the Released Parties. Defendant and the Released Parties
11 deny any and all claims alleged in the Class Action and deny all wrongdoing whatsoever. This
12 Agreement is not a concession or admission, and shall not be used against Defendant or any of
13 the Released Parties as an admission or indication with respect to any claim of any fault,
14 concession or omission by Defendant or any of the Released Parties. Whether or not the
15 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding
16 or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

17 (a) construed as, offered or admitted in evidence as, received as, or
18 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited
19 to, evidence of a presumption, concession, indication or admission by any of the Released Parties
20 of any liability, fault, wrongdoing, omission, concession or damage; or

21 (b) disclosed, referred to or offered or received in evidence against any
22 of the Released Parties, in any further proceeding in the Class Action, or any other civil, criminal
23 or administrative action or proceeding, except for purposes of settling the Class Action pursuant
24 to this Agreement or enforcing the terms of this Stipulation.

25 19. Labor Code § 206.5 Inapplicable.

26 It is acknowledged that all settlement payments made pursuant to this Settlement
27 Agreement are on disputed claims and each Settlement Class member will be deemed to have
28 acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section

1 provides:

2 “(a) An employer shall not require the execution of any release
3 of any claim or right on account of wages due, or to become due, or
4 made as an advance on wages to be earned, unless payment of such
5 wages has been made. Any release required or executed in
6 violation of this provision of this section shall be null and void as
7 between the employer and the employee and the violation of the
8 provisions of this section shall be a misdemeanor.

9 (b) For purposes of this section, “execution of a release”
10 includes requiring an employee, as a condition of being paid, to
11 execute a statement of the hours he or she worked during a pay
12 period which the employer knows to be false. (*Added Stats. 1959,*
13 *c. 1066, p. 3127, § Amended by Stats. 2008, c. 224 (A.B. 2075),*
14 *§1.*)”

15 20. Tax Reporting of Settlement Amounts.

16 For purposes of this Settlement, the settlement amounts will be made in settlement of the
17 Class Member’s claims for unpaid wages, penalties, and interest, and it is understood that the
18 Claims Administrator will: (a) pay all employee and employer payroll taxes from the Gross
19 Settlement Amounts due each Settlement Class member; (b) report the wage portion of the Gross
20 Settlement Amount to the Internal Revenue Services as wage income to the Settlement Class
21 member; (c) provide a W-2 form to each Settlement Class member for the wage portion of the
22 Gross Settlement Amounts allocated to wages; (d) report the interest and penalty portions of the
23 Gross Settlement Amounts, as 1099 income; and (e) provide a 1099 form to each Settlement
24 Class member for the interest and penalty portion of the Gross Settlement Amounts allocated to
25 wages.

26 Other than as set forth above, Settlement Class members shall be solely
27 responsible for the payment of any federal, state, and/or local income or other tax, on the wage,
28 interest and penalty portions of the Gross Settlement Amounts described above. Defendant
makes no representations as to the taxability of any portions of the settlement payments, and it is
understood and agreed that Defendant has made no such representations.

29 21. Exhibits and Headings. The terms of this Agreement include the terms set
30 forth in any of the attached Exhibits A and B, which are incorporated by this reference as though
31 fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The

1 descriptive headings of any Paragraphs or sections of this Agreement are inserted for convenience
2 of reference only and do not constitute a part of this Agreement.

3 22. Interim Stay of Proceedings. The Parties agree to hold all proceedings in
4 the Class Action, except such proceedings necessary to implement and complete the Settlement,
5 in abeyance pending the Preliminary Settlement Hearing and Final Approval Hearing to be
6 conducted by the Superior Court.

7 23. Amendment or Modification. This Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 24. Entire Agreement. This Agreement, and the attached Exhibits, constitutes
11 the entire agreement among these Parties, and no oral or written representations, or warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibits, other than
13 the representations, warranties and covenants contained and memorialized in such documents.

14 25. Authorization to Enter into Settlement Agreement. Counsel for all Parties
15 warrant and represent that they are expressly authorized by the Parties whom they represent to
16 negotiate this Agreement, and to take all appropriate action required or permitted to be taken by
17 such Parties (including the execution of any other documents) pursuant to this Agreement to
18 effectuate the terms of said Agreement. The Parties and their counsel will cooperate with each
19 other and use their best efforts to effect the implementation of the Settlement.

20 26. Binding on Successors and Assigns. This Agreement shall be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 27. California Law Governs. All terms of this Agreement and the Exhibits
24 hereto shall be governed by and interpreted according to the laws of the State of California.

25 28. Counterparts. This Agreement may be executed in one or more
26 counterparts and transmitted via email or facsimile. All executed counterparts, their copies and
27 each of them, shall be deemed to be one and the same instrument.

28 29. This Settlement is Fair, Adequate and Reasonable. The Parties believe this

1 Settlement is a fair, adequate and reasonable settlement of the Class Action, and have arrived at
2 this Settlement in arm's-length negotiations taking into account all relevant factors, present and
3 potential. This Settlement was reached after extensive negotiations.

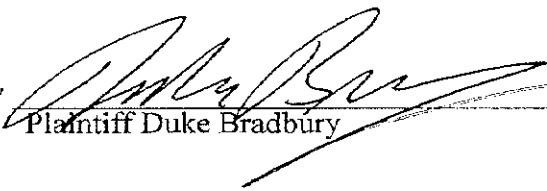
4 30. Jurisdiction of the Superior Court. The Superior Court shall retain
5 jurisdiction with respect to the interpretation, implementation and enforcement of the terms of
6 this Agreement, and all orders and judgments entered in connection therewith. The Parties and
7 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
8 implementing and enforcing the settlement embodied in this Agreement, and all orders and
9 judgments entered in connection therewith.

10 31. Cooperation and Drafting. Each of the Parties has cooperated in the
11 drafting and preparation of this Agreement. Hence, in any construction made to this Agreement,
12 the same shall not be construed against any of the Parties.

13 32. Invalidity of Any Provision. Before declaring any provision of this
14 Agreement invalid, the Superior Court shall first attempt to construe the provisions as valid to the
15 fullest extent possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.

17 33. Named Plaintiff's Agreement to Be Bound by the Terms Herein Stated.
18 The Named Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the
19 terms herein stated.

20
21 DATED: July 11, 2017

By 
Plaintiff Duke Bradbury

22
23 DATED: July , 2017

By _____
Officer and Authorized Agent for Defendant
BEACH CITY INVESTIGATIONS &
PROTECTION SERVICES BEACH CITIES
PROTECTIVE SERVICES, INC.

1 Settlement is a fair, adequate and reasonable settlement of the Class Action, and have arrived at
2 this Settlement in arm's-length negotiations taking into account all relevant factors, present and
3 potential. This Settlement was reached after extensive negotiations.

4 30. Jurisdiction of the Superior Court. The Superior Court shall retain
5 jurisdiction with respect to the interpretation, implementation and enforcement of the terms of
6 this Agreement, and all orders and judgments entered in connection therewith. The Parties and
7 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
8 implementing and enforcing the settlement embodied in this Agreement, and all orders and
9 judgments entered in connection therewith.

10 31. Cooperation and Drafting. Each of the Parties has cooperated in the
11 drafting and preparation of this Agreement. Hence, in any construction made to this Agreement,
12 the same shall not be construed against any of the Parties.

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14 Agreement invalid, the Superior Court shall first attempt to construe the provisions as valid to the
15 fullest extent possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.

17 33. Named Plaintiff's Agreement to Be Bound by the Terms Herein Stated.
18 The Named Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the
19 terms herein stated.

20
21 DATED: July __, 2017

By _____
Plaintiff Duke Bradbury

22
23 DATED: July 11, 2017

By KERR C.E.O
Officer and Authorized Agent for Defendant
BEACH CITY INVESTIGATIONS &
PROTECTION SERVICES BEACH CITIES
PROTECTIVE SERVICES, INC.

4826-8287-9811.1 Kesler
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DATED: ^{July}~~June~~ 11, 2017

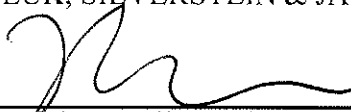
LEWIS BRISBOIS BRIGAARD & SMITH, LLP

By: 

Tracy Wei Costantino
Brittany M. Hernandez
Attorneys for Defendant
BEACH CITY INVESTIGATIONS &
PROTECTION SERVICES BEACH CITIES
PROTECTIVE SERVICES, INC

DATED: ^{July}~~June~~ 11, 2017

KESLUK, SILVERSTEIN & JACOB, P.C.

By: 

Douglas N. Silverstein, Esq.
Mia Munro, Esq.
Attorneys for Plaintiff DUKE BRADBURY
and the Putative Class