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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

THEO HYPPOLITE and BRYAN
CASSERLY, individually and on behalf
of all others similarly situated,

Plaintiff

v.

BEVERLY BOY PRODUCTIONS, INC.;
KAEL BEVERLY; and DOE 1 through and
including DOE 10,

Defendants.

Case No: 24STCV10510
Assigned to Hon. Elihu M. Berle
Dept. 6

[PROPOSED] STIPULATED JUDGMENT

Date: N/A
Time: N/A
Dept.: 6
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90005

Complaint filed: April 25, 2024

1 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiffs Theo Hyppolite and Bryan Casserly (collectively, "Plaintiffs") and Defendants Beverly
3 Boy Productions, Inc. ("Beverly Bo") and Kael Beverly ("Beverly") (collectively, "Defendants") (and
4 collectively, the "Parties"), by and through their attorneys of record, stipulate as follows as it relates to
5 this Action:

6 **WHEREAS**, the Parties have investigated the facts, including providing discovery, and have
7 analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action; Plaintiff
8 believes that the causes of action asserted in the Action have merit; and Defendants believe that the
9 causes of action asserted in the Action are without merit and that Defendants have complete defenses to
10 each of them;

11 **WHEREAS**, the Parties have reached a settlement of the Action and have entered into a
12 Settlement Agreement and Release, dated on or about June 26, 2025 (the "Settlement Agreement"); and

13 **WHEREAS**, pursuant to the Settlement Agreement, Defendants have agreed to pay Plaintiff **USD**
14 **\$36,633.87** (thirty-six thousand dollars, six hundred thirty-three dollars and eighty-seven cents) (the
15 "Cash Payment"), in forty-eight (48) equal monthly installments of \$763.21 each, payable on the 1st
16 of the month, with the first payment due on August 1, 2025, by check or electronic transfer to the
17 Client Trust Fund account of Harris & Ruble (the "Installment Payments"); Defendants have agreed
18 that they shall remain jointly and severally liable for the Installment Payments and payment of the full
19 amount of the Cash Payment; and the Parties have agreed that, in the event of a default in one or more of
20 the Installment Payments, and the entry of this Stipulated Judgment, Plaintiff shall be entitled to recover
21 all reasonable attorney fees and costs necessary to enforce this Stipulated Judgment;

22 **IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES AS FOLLOWS:**

- 23 1. The first step in any "default" in Defendants' obligation to make the Installment Payments,
24 shall occur if Plaintiff's counsel does not receive an Installment Payment as of the eleventh
25 (11th) day after the first of the month on which that payment was due.
- 26 2. If the first step of a default under the terms of the preceding paragraphs occurs, Plaintiff's
27 counsel shall send a Notice of Default to Defendants attorney Richard Foster via email. The
28 Notice of Default shall advise Defendants that the first step of a default has occurred, that

1 Plaintiff's counsel has not received the Installment Payment in question and that, if such
2 Installment Payment is not received by Plaintiff's counsel by the end of the calendar month
3 in which the Notice of Default is sent, Defendants will be deemed to be in default of their
4 obligations to make the Installment Payments.

- 5 3. If Defendants make the Installment Payment identified in the Notice of Default in a timely
6 fashion, the default will have been cured. If Defendants do not timely cure the default,
7 Plaintiff will be entitled to immediately file this Stipulated Judgment with the Court and
8 request entry of judgment.
- 9 4. If Plaintiff seeks to recover the fees and/or costs associated with obtaining entry of a
10 Stipulated Judgment, Plaintiff shall file a memorandum of costs and/or an application for
11 attorney's fees to be heard by the Court. All statutes, regulations and local rules relating to
12 submission of a memorandum of costs and an application for attorney's fees shall govern
13 these requests.
- 14 5. If entered, the Judgment shall be against Defendants and in favor of Plaintiff in the amount of
15 the Cash Payment that remains unpaid, along with the costs and attorney's fees incident to
16 enforcement if and as awarded by the Court.

17 **IT IS SO STIPULATED.**

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DATED: June __, 2025

HARRIS & RUBLE

By: Alan Harris
Alan Harris
David Garrett
Attorneys for Plaintiffs

DATED: June ~~30~~, 2025

FOSTER LAW AND SPORTS

By: Richard Foster
Richard Foster
Attorneys for Defendants

1 I have read and understand this Agreement, and consent to all of the terms and provisions contained
2 herein voluntarily and without any reservation.

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DATED: _____

5 Theo Hyppolite, Plaintiff

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DATED: _____

8 Bryan Casserly, Plaintiff

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11 _____

DATED: July 1, 2025

12 Beverly Boy Productions, Inc.

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14 By

15 Officer/Authorized Signer

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17 _____

DATED: July 1, 2025

18 Kael Beverly, Defendant

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22 **IT IS SO ORDERED.**

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24 DATED: _____

Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am over the age of eighteen years, and not a party to the within action. My business address is Harris &
3 Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On June 26, 2025, I served
the within documents:

4 **[PROPOSED] STIPULATED JUDMGNET**

5 Email: I caused such envelope to be delivered via Case Anywhere:

6 Richard J. Foster
7 LAW OFFICE OF RICHARD J. FOSTER
8 500 Pacific Coast Highway, Suite 210A
Seal Beach, CA 90740
foster@fosterlawandsports.com

9 I declare under penalty of perjury that the above is true and correct. Executed on June 26, 2025, at Los
10 Angeles, California.

11 
12 Daniela Hill