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ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
11/12/2026
Clerk of the Court
BY: ERNALYN BURA
Deputy Clerk

Attorneys for Defendant, **KINGDOM GROUP PROTECTIVE SERVICES, INC.**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISO

TERRY BROWN, as co-Successor-in-Interest to Decedent CHYNNA BROWN (A.K.A. BANKO BROWN); and KEVINISHA HENDERSON, as co-Successor-in-Interest to Decedent CHYNNA BROWN (A.K.A. BANKO BROWN); Plaintiffs, **v.** **WALLGREENS BOOTS ALLIANCE, INC., a corporation; WALGREEN CO., a corporation; KINGDOM GROUP PROTECTIVE SERVICES, INC., a corporation; MICHAEL EARL-WAYNE ANTHONY, individually and in his official capacity as a Security Guard/Agent for KINGDOM GROUP PROTECTIVE SERVICE, INC. and WALLGREENS BOOTS ALLIANCE, INC. and/or WALLGREEN CO.; DOES 1-12, inclusive, individually,** Defendants.	CASE NO. CGC-23-606779 **DEFENDANT, KINGDOM GROUP PROTECTIVE SERVICES, INC.'S NOTICE OF EX PARTE APPLICATION FOR DEFENDANT, KINGDOM GROUP PROTECTIVE SERVICES, INC.'S MOTION FOR GOOD FAITH SETTLMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MARLON D'OYEN, ESQ. IN SUPPORT THEREOF** DATE: November 13, 2026 TIME: 11:00 am DEPT: 301 Judge: Hon. Rochell C. West Dept.: 206 Law & Motion: Hon Christine Van Aken Dept.: 301 Date Filed: May 25, 2023 Trial Date: November 16, 2026 Unlimited Jurisdiction

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on ***Friday, November 13, 2026, at 11:00 a.m. in Department*** "301" of the above-entitled Court, Defendant, **KINGDOM GROUP PROTECTIVE SERVICES, INC.** will move this Court for an order to specially set Defendant, Kingdom Group Protective Service, Inc.'s Motion for Good Faith Settlement with Plaintiffs, Terry Brown and Kevinisha Henderson.

Good cause supports the instant application as Defendant, Kingdom Group Protective Service, Inc. reached a settlement with Plaintiffs, Terry Brown and Kevinisha Henderson on November 11, 2026. This Application is made via Ex Parte Application rather than by written notice because the Trial in this matter is set to begin on November 16, 2026

As set forth more fully in the attached Declaration of Marlon D'Oyen, all counsel of record were notified more than one (1) day before the Ex Parte hearing, as to when and where this Ex Parte Application would be made regarding Defendant, Kingdom Group Protective Service, Inc.'s Motion for Good Faith Settlement pursuant to California Rules of Court, Rules 3.1203 and 3.1204

This Ex Parte Application is based on this Notice and Application, the attached Memorandum of Points and Authorities, California Code of Civil Procedure, Section 877.6, the standards set forth by the California Supreme Court. Rule 3.1382 of the California Rules of Court, which states, *"the notice of motion . . . for determination of good faith settlement must list each party and pleading or portion of pleading affected by the settlement and the date on which the affected pleading was filed,"* the following is a list of pleadings affected by the subject settlement:

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- Plaintiffs,' Terry Brown and Kevinisha Henderson's Third Amended Complaint.

This Ex Parte Application is based on this Notice and Application, the attached Memorandum of Points and Authorities, and the documents and pleadings in the court file, and any further oral and/or documentary evidence which may be presented at the hearing of the instant application.

DATED: November 12, 2026

CLINTON & CLINTON

By: 

MARLON D'OYEN, ESQ
DAVID A. CLINTON, ESQ. .
Attorneys for Defendant, **KINGDOM GROUP PROTECTIVE SERVICES, INC.**

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACT

This is a wrongful death action arising from the fatal shooting of suspected shoplifter Chynna Brown aka Banko Brown by ***Kingdom Group Protective Services, Inc.'s*** (hereinafter referred to as "Defendant") employee ***Michael Earl Wayne Anthony*** (hereinafter referred to as "Anthony") on April 27, 2023, at the Walgreen's store located at 825 Market Street, San Francisco, California 90037. Mr. Anthony shot Banko Brown while he was working as a security guard as a result of physical altercation in the store. ***Terry Brown and Kevinisha Henderson*** (hereinafter referred to as "Plaintiffs") have filed a civil action for the negligent wrongful death of Banko Brown seeking damages from Kingdom Group Protective Services, Inc. for the loss of companionship, love and moral support of Decedent, Banko Brown. Moving Defendant and Anthony have recently settled with Plaintiffs for the sum of $5,000,000.00 on November 11, 2026.

II. LEGAL ARGUMENT

A. AN ORDER SHORTENING TIME AND SPECIALLY SETTING A HEARING ON THIS MOTION IS PROPER AND WITHIN THE POWER OF THIS COURT

California Code of Civil Procedure Section 1005(b) provides in pertinent part that:

"*Unless otherwise ordered or specifically provided by law, all moving and supporting papers shall be served and filed at least sixteen (16) calendar days before the time appointed for the hearing... The court, or judge thereof, may prescribe a shorter time.*" (Emphasis added).

The court has discretion in all cases to shorten the time for giving notice of the motion upon the showing of good cause. Davison v. Gentry (1934) 136 Cal.App.2d 423, 431. See also California Rule of Court Rule 317.

Good cause supports the shortening of time and special setting of the hearing of Defendant's Motion for Good Faith Settlement. The Trial in this matter is set to move forward on November 16, 2026, and through an all-day Mediation Hearing on November 11, 2026, Plaintiffs, Defendant and Anthony were able to finally reach a settlement on the eve of Trial.

Accordingly, good cause supports an order shortening time and setting a hearing for Defendant's Motion for Good Faith Settlement with Plaintiffs. Defendant graciously requests that the motion be heard concurrently with the instant application, so that this settling Defendant is not required to undertake the onerous task of preparing for Trial, serving voluminous Trial documents, and wasting the Court's valuable resources for a settling party and its employee that has reached a resolution.

B. THE SETTLEMENT AT ISSUE BY KINGDOM GROUP PROTECTIVE SERVICES, INC. AND MICHAEL EARL WAYNE ANTHONY WAS MADE IN GOOD FAITH PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 877.6

In Heppler v. J.M. Peters Co. (1999) 73 Cal.App.4th 1265, 1284, the Court of Appeal reiterated the good faith standard applied by the Supreme Court in Tech-Bilt, Inc. v. Woodward-Clyde & Associates (1985), 38 Cal.App.3d 488: *"Fundamental inquiry in a hearing to determine whether settlement was entered in good faith . . . is whether the settling defendant is paying the plaintiff an amount that is so far below defendant's proportionate share of liability as to be completely 'out of the ball park.'"* That is,*"a defendant's settlement figure must not be grossly disproportionate to what a reasonable person, at the time of the settlement, would estimate the settling defendant's liability to be."* Brehm Communities v. Superior Court (2001) 88 Cal.App.4th 730, 735.

A non-settling defendant asserting the lack of good faith has the burden to prove such. Tech-Bilt, Inc., 38 Cal.App.3d 488, 499-500. However, several factors related to the underlying purposes of section 877.6 (equitable sharing of costs among the parties at fault and encouragement of settlements) must be considered in determining whether or not good faith is present in the settlement agreement:

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(a) A rough approximation of plaintiffs' total recovery and the settlor's proportionate liability;
(b) The amount paid in settlement;
(c) The allocation of settlement proceeds among plaintiffs;
(d) A recognition that a settlor should pay less in settlement than he would if he were found liable after a trial; and
(e) Existence of collusion, fraud, or tortious conduct aimed to injure the interest of non-settling defendants. Id. at 499.

Application of the relevant factors to the facts of this case reveals no question regarding the good faith of Plaintiffs and Defendant in reaching the subject settlement. Though Defendant disputes liability, the parties have reached a settlement in the amount of Five Million Dollars ($5,000,000.00) – for the resolution of this case:

To the extent that Defendant has liability, such liability was shared amongst the other named defendants in this matter and, in light of the likelihood of success of the various defenses Defendants raised during this litigation and will advance at trial, the settlement between Defendant, Anthony, and Plaintiffs is a rough approximation of Defendant's proportionate liability for the wrongful death of Decedent, Banko Brown due to the altercation with Anthony that resulted in the fatal injuries. This is especially so given that the Defendant and Anthony did not control, supervise, the security guard services that were provided at the Walgreen store. There being no collusion or fraud aimed to injure the interests of the non-settling Defendants associated with this settlement, all factors enumerated in Tech-Bilt are satisfied that this settlement between Defendant and Plaintiffs was made in good faith, based on all known facts.

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III. A FINDING OF GOOD FAITH BARS ALL CROSS CLAIMS AGAINST, KINGDOM GROUP PROTECTIVE SERVICES, INC. and MICHAEL EARL WAYNE ANTHONY

Because this settlement is in good faith, all pending or future cross actions against BNY arising from Plaintiffs' allegations in the Complaint are barred under California Code of Civil Procedure, Section 877.6(c) which states:

> A determination by the Court that the settlement was made in good faith shall bar any other joint tortfeasor . . . from any further claims against the settling tortfeasor . . . for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault.

The Courts have established that good faith settlement immunity extends to all forms of equitable indemnity. Kohn v. Superior Court (1983) 142 Cal.App.3d 323. The Courts have also interpreted section 877.6 as barring non-settling tortfeasors from pursuing a claim for total equitable indemnity against the defendant who has entered into a good faith settlement. Farwest Financial Court v. DNSC 9 (1988) 46 Cal.3d 796.

Rule 3.1382 of the California Rules of Court states that "the notice of motion . . . for determination of good faith settlement must list each party and pleading or portion of pleading affected by the settlement and the date on which the affected pleading was filed." The following is a list of pleadings affected by the subject settlement:

- Plaintiffs,' Terry Brown and Kevinisha Henderson's Third Amended Complaint;

Because the settlement between Defendant and Plaintiffs was made in good faith, the aforementioned pleadings shall be dismissed with prejudice as to Defendant, ***KINGDOM GROUP PROTECTIVE SERVICES, INC.***

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IV. CONCLUSION

Defendants, ***KINGDOM GROUP PROTECTIVE SERVICES, INC.*** has agreed to pay the total sum of Five Million Dollars ($5,000,000.00) to Plaintiffs in return for a complete dismissal of Plaintiffs' Third Amended Complaint as against Defendant and Anthony only. California Code of Civil Procedure, Section 877 specifies that once an alleged joint tortfeasor has settled its claim in good faith, it is forever discharged of any further obligation to the claim and all alleged joint tortfeasors. Should any party assert the lack of good faith in this settlement, said party bears the burden of proof on that issue. Given the amount to be paid by Defendants and its liability under the theories asserted by Plaintiffs' Third Amended Complaint, coupled with the policies of this State encouraging settlement, the subject settlement entered into between Plaintiff and Defendants must be viewed as one that was undoubtedly made in good faith. It should be noted that Defendant and Anthony have completely exhausted all available insurance for the April 27, 2023, incident in this settlement. It is therefore respectfully requested that this Court order that the settlement agreement entered into by Plaintiffs and Defendant, ***KINGDOM GROUP PROTECTIVE SERVICES, INC.*** has been made in good faith and discharge Defendant, ***KINGDOM GROUP PROTECTIVE SERVICES, INC.*** from any liability for contribution or indemnity to any other alleged joint tortfeasor.

DATED: November 12, 2026

CLINTON & CLINTON

By: 

MARLON D'OYEN, ESQ
DAVID A. CLINTON, ESQ. .
Attorneys for Defendant, **KINGDOM GROUP PROTECTIVE SERVICES, INC.**

DECLARATION OF MARLON D'OYEN, ESQ.

I, Marlon D'Oyen, Esq. declare:

1. I am an attorney licensed to practice law before all of the courts of the State of California and I am an attorney at the law firm of CLINTON & CLINTON, attorneys for Defendant, ***KINGDOM GROUP PROTECTIVE SERVICES, INC.*** I am responsible for my firm's file pertaining to this alleged incident, and if called as a witness I could and would testify competently to the following facts and circumstances.

2. This case arises from a wrongful death action that resulted from an incident that occurred on April 27, 2023, at the Walgreen's store located at 825 Market Street, San Francisco, California 90037. ***Terry Brown and Kevinisha Henderson*** (hereinafter referred to as "Plaintiffs") have filed a civil action for the negligent wrongful death of Banko Brown seeking damages from Kingdom Group Protective Services, Inc. and Michael Earl Wayne Anthony for the loss of companionship, love and moral support of Decedent, Banko Brown.

3. This settlement is between Plaintiffs, Defendant, and Anthony, only.

4. Susie Vierra, Jim Vierra, and Dean Capelletti, officers of Kingdom Group Protective Services, Inc. were all deposed regarding the nature and scope of the incident, their involvement, the instructions, directives and procedures that they were required to follow prior to the April 27, 2023, incident and at the time of the incident. At the conclusion of those depositions and the exchange of voluminous discovery the parties agreed to settle the matter with Defendant and Anthony.

5. The release addresses all claims against Defendant and Anthony and will dismiss them from the underlying lawsuit with prejudice in exchange for Defendant's payment of $5,000,000.00 to Plaintiffs and their attorney, each party to bear their own fees and costs. This settlement was made contingent upon an Order determining "good faith" settlement and dismissal of all past, present and future claims of equitable indemnity and contribution as against Defendant pursuant to California Code of Civil Procedure §877.6(a)(2).

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6. Attached hereto as ***Exhibit "A"*** is a true and correct copy of the potential Settlement Agreement and Release between Defendant and Plaintiffs.

7. This settlement amount $5,000,000.00 represents more than an approportionate share of Defendants potential liability in the lawsuit and is both a fair and reasonable settlement. Furthermore, the $5,000,000.00 offered to resolve this matter completely exhausts all applicable insurance that Defendant had in effect on April 27, 2023.

8. Attached hereto as ***Exhibit "B"*** is a true and correct copy of the November 11, 2026, correspondence between Defendant, Plaintiffs, and all parties notifying them of the settlement reached.

9. Attached hereto as ***Exhibit "C"*** is a true and correct copy of the written acceptance of the offer between Defense counsel and Plaintiff's counsel regarding the Settlement Agreement and Release.

10. All parties have been notified pursuant to California Rules of Court, Rules 3.1203 and 3.1204 regarding Defendant, **KINGDOM GROUP PROTECTIVE SERVICES, INC.'s** Motion for Good Faith Settlement with Plaintiffs, Terry Brown and Kevinisha Henderson.

I declare under the penalty of perjury under the laws of California that the foregoing is true and correct.

Executed this November 12, 2026 at Long Beach, California.

Marlon D'Oyen, Esq., Declarant

Exhibit “A”

RELEASE OF ALL CLAIMS

Read Carefully Before Signing

I, **TERRY BROWN and KEVINISHA HENDERSON**, agree as follows:

1. **PARTIES**. This agreement is entered into by and between **TERRY BROWN and KEVINISHA HENDERSON** (hereinafter collectively referred to as "Plaintiffs") and **KINGDOM GROUP PROTECTIVE SERVICES, INC., a corporation; MICHAEL EARL-WAYNE ANTHONY, individually and in his official capacity as a Security Guard/Agent for KINGDOM GROUP PROTECTIVE SERVICE, INC.** (hereinafter collectively referred to as "Defendants"), only, propose the following terms. Plaintiffs and Defendants may be referred to as "Parties" collectively throughout the Release of All Claims.

2. **DATE AND PLACE**. This Agreement is deemed made November 12, 2026, in the City of _____, California in _____ County, California.

,

3. **RECITALS**. This Agreement is made to resolve ***all the claims and disputes*** which have arisen between Plaintiffs and Defendants. Said claims and disputes shall include: the incident that occurred on April 27, 2023, at the Walgreen's store located at 825 Market Street, San Francisco, California 90037 between Decedent, Chynna Brown (a.k.a. Banko Brown and Anthony (hereinafter "Subject Incident"). These claims will also include any and all damages and/or losses that arose from the Subject Incident as it relates to the matter of ***Brown et al. v. Walgreens Boots Alliance et al.*** Case No.: CGC-23-606779 filed at the San Francisco Superior Court located at 400 McAllister St, San Francisco, California 94102.

It is the intention of the parties to settle and resolve ***all related claims, known and unknown***, which Plaintiffs, Terry Brown and Kevinish Henderson have against Defendants, Kingdom Group Protective Services, Inc. and Michael Earl-Wayne Anthony whether such claims were asserted in the Subject Incident and/or Lawsuit.

4. **RELEASES**. Except as to such rights as are created or preserved by this Agreement, in consideration for the total sum of ***$5,000,0000.00*** paid on behalf of Defendants, Kingdom Group Protective Services, Inc. and Michael Earl-Wayne Anthony, only, through their commercial general liability insurers, Summit Specialty Insurance Company, said payment includes $1,000,000 under its primary policy and $4,000,000 under its umbrella policy. Plaintiffs will release and forever discharge Defendants and all of their related entities or subsidiaries their officers, agents, directors, owners, partners, employees, attorneys, insurers, successors, predecessors, assigns, and all affiliated in the case only to the extent of liability, if any, and not of other persons and/or entities from any and all causes of actions, claims, suits, liens, medical liens including MediCal and Medicare, losses, damages, judgments, and demands of every nature, kind and description whatsoever, in law or in equity, whether known or unknown, fixed or contingent, suspected or unsuspected, which they ever had, now have or hereafter may have against Defendants by reason of any matter whatsoever from the beginning of time to the date of the execution of this Release.

This release will only be effective upon the final consummation of this agreement and is not an admission of fault. Furthermore, it is understood that this agreement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of Defendants.

5. **RISK OF UNKNOWN CLAIMS**. Plaintiffs acknowledge that there is a risk that subsequent to the execution of this Agreement they may discover, incur or suffer claims which were unknown or unanticipated at the time the Agreement is executed, including, without limitation, unknown or unanticipated claims which arise from, are based upon, or are related to the subject incident or some aspect thereof, which if known by Plaintiffs on the date of this Agreement being executed, may have materially affected Plaintiffs' decision to execute this Agreement. Plaintiffs expressly assume the risk of such unknown and unanticipated claims and agrees that the release provided in this Agreement apply to all such claims that are related to the Subject Action.

6. **INDEMNIFICATION.**

a. To the extent that any government agency or private person or entity, including, but not limited to attorneys, health care plans, insurance companies, health care providers, agencies overseeing Medicare, Medi-Cal, workers' compensation, Social Security benefits, the Centers for Medicare and Medicaid Services (CMS) or similar benefits provider, has any right to reimbursement for any funds which may have been paid to or on behalf of the Plaintiffs for medical or mental health services, legal services, litigation costs, or for other payment in any way related to this incident or lawsuit, or who has presented or may present any past, present and future lien(s) on any recovery by Plaintiffs, Plaintiffs shall defend, indemnify, and hold harmless Defendants and Summit Specialty Insurance Company against efforts by any person, entity or governmental agency to recover reimbursement of past, present or future funds paid or to be paid on behalf of Plaintiffs. Plaintiffs further agree that, should reimbursement be required to any person, entity, or

government agency of past, present, or future funds paid on behalf of Plaintiffs, Plaintiffs shall make such reimbursement. Plaintiffs acknowledge that Defendants and Summit Specialty Insurance Company are not responsible for and have not assumed any liability for any conditional payments, future medical costs or liens that have been, or may be, asserted in this matter or regarding this matter, and it is expressly understood and agreed that all such claims for conditional payments, future medical costs or liens are the express responsibility of Plaintiffs.

In consideration of the Settlement Amount paid by Defendants to Plaintiffs, Plaintiffs further agree to satisfy and discharge all outstanding conditional payments or liens, including government, insurance, and workers' compensation liens, and shall hold harmless and indemnify Defendants and Summit Specialty Insurance Company.

b. If Plaintiffs fail to satisfy any lien claim or third party claim, including but not limited to any attorney, law firm, health care plans, other insurance companies, health care providers, Medicare including the Centers for Medicare and Medicaid (CMS) or from any other source, Plaintiffs agree to hold harmless and indemnify Defendant and all related entities or subsidiaries their officers, agents, directors, owners, partners, employees, attorneys, insurers, successors, predecessors, assigns, and all affiliated in the case only to the extent of liability derivative of Defendants and Summit Specialty Insurance Company against any claim for reimbursement or other recovery made, including principle, penalties, interest, and for legal fees and costs incurred thereby.

7. **WAIVER OF UNKNOWN CLAIMS**. Plaintiffs acknowledge that they have read and are familiar with California Civil Code Section 1542 which states in pertinent part:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Plaintiffs waive and relinquish all rights and benefits which they have or may have under Section 1542 of the California Civil Code.

8. **ADVICE OF COUNSEL**. The parties to this Agreement acknowledge that they have consulted with and received the advice of an attorney admitted to practice law in the State of California, and that they execute this Agreement relying upon the advice of counsel and their own, independent investigation of the facts and analysis of the terms of this Agreement.

9. **CALIFORNIA LAW**. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced under the laws of the State of California.

10. **CONSTRUCTION**. This Agreement shall not be construed against the party or parties whose attorney(s) drafted this Agreement or any portion thereof.

11. **INTEGRATION**. This Agreement (after full execution and delivery) memorializes and constitutes the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Plaintiff acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever respecting this Agreement.

12. **CONTINUING JURISDICTION**. The parties agree that the Court in the Subject Action shall continue to have jurisdiction to enforce the terms of this agreement pursuant to California Code of Civil Procedure Section 664.6. The parties request that the Court retain jurisdiction over this action and these parties for said purpose.

13. **DISMISSAL**. Upon receipt of the aforementioned sums, Plaintiff will notify the Court of the same and dismiss the complaint against Defendants *"with prejudice."*

APPROVED AS TO FORM AND CONTENT

Plaintiff, **TERRY BROWN**	Dated
Plaintiff, **KEVINISHA BROWN**	Dated
Plaintiffs, Attorney Signature	Dated
Defendant, **KINGDOM SERVICES PROTECTION GROUP, INC.**	Dated
Defendant, Attorney Signature	Dated
Defendant, **MICHAEL EARL-WAYNE ANTHONY**	Dated
Defendant, Attorney Signature	Dated

(THIS IS THE FINAL PAGE OF THE RELEASE)

Exhibit “B”

Lachelle Birdwell

From: Marlon D'Oyen
Sent: Wednesday, November 11, 2026 4:55 PM
To: Ben Nisenbaum
Cc: Marlon D'Oyen; Ben Nisenbaum; Hermanson, Kevin; Lane, Nicholas; Marshall, Brian; Y'Mahni Jackson; Thornton, Brittany; Lachelle Birdwell; Ben Nisenbaum; K. Chike Odiwe; Paul Caleo; Cheryhan Elrawi; Pam Del Mundo; Dianna Albini; Scot D. Wilson; Townes, Allison; Faye Stephenson; Marcella Wheelock; Mainak D'Attaray; Michelle J. Martin; Diana Folia; Oliver, La Qualia
Subject: SETTLEMENT OF DEFENDANTS KINGDOM GROUP PROTECTIVE SERVICES and MICHAEL EARL WAYNE ANTHONY

Ben,

Please allow this correspondence to confirm that Defendants, Kingdom Group Protective Services, Inc. and Michael Earl Wayne Anthony have agreed to settle this matter with, Plaintiffs, Terry Brown and Kevinisha Henderson for the sum of $5,000,000.00 for the full and final resolution of Plaintiffs' claims arising from the incident against these Defendants only. Summit Specialty Insurance Company will fund the settlement with $1,000,000 under its primary policy and $4,000,000 under its umbrella policy, thereby exhausting the limits of the policies and obligations thereunder. The terms of the settlement will be confidential, except for disclosures reasonably necessary to obtain a good-faith settlement determination, enforce the settlement, or comply with law. Plaintiffs and the settling Defendants will each bear their own attorneys' fees and costs as between them. Additionally, if called upon to testify at Trial, Defendants will be produced upon reasonable notice provided to Defendants.

Additionally, allow this correspondence to serve as notice to all parties that the deposition of Robert Gardner set for November 12, 2026, will be taken off calendar. A formal settlement agreement and release of all Plaintiffs' claims arising from the incident against these Defendants and Summit, including a Civil Code section 1542 waiver, will be prepared and executed by Plaintiffs and the settling Defendants. Plaintiffs will dismiss their claims against the settling Defendants with prejudice. Plaintiffs will file a Notice of Partial Settlement with the Court.

This settlement does not release Allied or Walgreens. Neither the settlement nor Summit's payment constitutes an admission of liability or of coverage for the non-settling parties, or a waiver of any coverage or contractual-indemnity rights or defenses of the settling Defendants or Summit with respect to the non-settling parties.

Lastly, please allow this correspondence to serve as ex parte notice to all parties that Defendants, Kingdom Group Protective Services, Inc. and Michael Earl Wayne Anthony will file an Ex Parte Application for a Motion for Good Faith Settlement in this matter based on the terms stated above and will set the hearing for ***Friday, November 13, 2026, at 11:00 a.m.*** in Department 301 of San Francisco Superior Court. Please advise whether you intend to appear or oppose the application.

Plaintiffs' counsel, please confirm your agreement to these terms by reply email.

Thanks,
Marlon D'Oyen



Marlon P. D'Oyen, Esq.

ATTORNEY

(562) 216-5000 - Office
(562) 216-5009 - Direct
(562) 833-9962- Mobile

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San Francisco, and Torrance

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Exhibit “C”

Lachelle Birdwell

From: Ben Nisenbaum <ben.nisenbaum@bnclawfirm.com>
Sent: Wednesday, November 11, 2026 5:14 PM
To: Marlon D'Oyen
Cc: Hermanson, Kevin; Lane, Nicholas; Marshall, Brian; Y'Mahni Jackson; Thornton, Brittany; Lachelle Birdwell; Ben Nisenbaum; K. Chike Odiwe; Paul Caleo; Cheryhan Elrawi; Pam Del Mundo; Dianna Albini; Scot D. Wilson; Townes, Allison; Faye Stephenson; Marcella Wheelock; Mainak D'Attaray; Michelle J. Martin; Diana Folia; Oliver, La Qualia
Subject: Re: SETTLEMENT OF DEFENDANTS KINGDOM GROUP PROTECTIVE SERVICES and MICHAEL EARL WAYNE ANTHONY

The settlement with Kingdom and Anthony is confirmed by Plaintiffs. We will appear for the ex parte hearing Friday as well.

thank you much, and the rest of the case moves forward.

Ben

On Wed, Nov 11, 2026 at 4:55 PM Marlon D'Oyen <mpd@clintonlaw.com> wrote:

> Ben,
>
> Please allow this correspondence to confirm that Defendants, Kingdom Group Protective Services, Inc. and Michael Earl Wayne Anthony have agreed to settle this matter with, Plaintiffs, Terry Brown and Kevinisha Henderson for the sum of $5,000,000.00 for the full and final resolution of Plaintiffs' claims arising from the incident against these Defendants only. Summit Specialty Insurance Company will fund the settlement with $1,000,000 under its primary policy and $4,000,000 under its umbrella policy, thereby exhausting the limits of the policies and obligations thereunder. The terms of the settlement will be confidential, except for disclosures reasonably necessary to obtain a good-faith settlement determination, enforce the settlement, or comply with law. Plaintiffs and the settling Defendants will each bear their own attorneys' fees and costs as between them. Additionally, if called upon to testify at Trial, Defendants will be produced upon reasonable notice provided to Defendants.
>
> Additionally, allow this correspondence to serve as notice to all parties that the deposition of Robert Gardner set for November 12, 2026, will be taken off calendar. A formal settlement agreement and release of all Plaintiffs' claims arising from the incident against these Defendants and Summit, including a Civil Code section 1542 waiver, will be prepared and executed by Plaintiffs and the settling Defendants. Plaintiffs will dismiss their claims against the settling Defendants with prejudice. Plaintiffs will file a Notice of Partial Settlement with the Court.
>
> This settlement does not release Allied or Walgreens. Neither the settlement nor Summit's payment constitutes an admission of liability or of coverage for the non-settling parties, or a waiver of any coverage or contractual-indemnity rights or defenses of the settling Defendants or Summit with respect to the non-settling parties.

Lastly, please allow this correspondence to serve as ex parte notice to all parties that Defendants, Kingdom Group Protective Services, Inc. and Michael Earl Wayne Anthony will file an Ex Parte Application for a Motion for Good Faith Settlement in this matter based on the terms stated above and will set the hearing for ***Friday, November 13, 2026, at 11:00 a.m.*** in Department 301 of San Francisco Superior Court. Please advise whether you intend to appear or oppose the application.

Plaintiffs' counsel, please confirm your agreement to these terms by reply email.

Thanks,

Marlon D'Oyen



Marlon P. D'Oyen, Esq.
ATTORNEY

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(562) 216-5009 - Direct
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San Francisco, and Torrance

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--

Ben Nisenbaum
Founding Partner
BNC | JOHN BURRIS, NISENBAUM & CURRY ATTORNEYS AT LAW
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Direct Line: (510) 281-8512
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(California Code of Civil Procedure § 1013A (3))

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 100 Oceangate, Long Beach, California 90802.

On November 12, 2026, I served the foregoing document described as: **DEFENDANT, KINGDOM GROUP PROTECTIVE SERVICES, INC.'S NOTICE OF EX PARTE APPLICATION FOR DEFENDANT, KINGDOM GROUP PROTECTIVE SERVICES, INC.'S MOTION FOR GOOD FAITH SETTLMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MARLON D'OYEN, ESQ. IN SUPPORT THEREOF** on the parties to this action by placing a true copy thereof in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below and caused said envelope or package to be served in the following manner:

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_____ (By Mail) I caused such envelope or package with postage thereon fully prepaid to be placed in the United States mail at Long Beach, California. I am readily familiar with this firm's practice of collecting and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for the mailing in affidavit.

_____ (By Fax) I caused such documents to be faxed at Long Beach, California from Fax number (562)216-5001. The facsimile machine I used compiled with Rule 2.301 of the California Rules of Court, and no error was reported by the machine. Pursuant to Rule 2.306(h), I caused the machine to print a record of the transmission, a copy of which is attached to this declaration.

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__X__ (State) I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction this service was made.

Executed on November 12, 2026 at Long Beach, California.

LACHELLE BIRDWELL

SERVICE LIST:

JOHN L. BURRIS, ESQ. BENJAMIN NISENBAUM, ESQ. K. CHIKE ODIWE, ESQ. BRANDON YEE, ESQ. **BURRIS, NISENBAUM, CURRY AND LACY, LLP** Airport Corporate Centre 7677 Oakport Street, Suite 1120 Oakland, California 94621 Telephone: (510) 839-5200 Facsimile: (510) 839-3882 John.burris@bncllaw.com Ben.nisenbaum@bncllaw.com Brandon.yee@bncllaw.com kenneth@kennethodiwelaw.com ***Attorney for Plaintiffs TERRY BROWN AND KEVINISHA HENDERSON***	Kevin K. Cholakian, Esq. Dianna L. Albini, Esq. **Cholakian & Associates** 400 Oyster Point Blvd, Suite 415 South San Francisco, CA 94080 (650) 871-9544 ext 201 yjackson@cholakian.net mwheelock@cholakian.net dalbini@cholakian.net fstephenson@cholakian.net electronic.service@cholakian.net ***Attorney for Defendants MICHAEL EARL-WAYNE ANTHONY***
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