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

22 **Brian Rubio**, on behalf of all similarly
23 situated individuals,

24 Plaintiff,

25 v.

26 **Green Knight Security, Inc.**, a
27 California Corporation; **Steven M.**
28 **O'Neal**, an individual; and Does 1-10,
inclusive;

Defendants.

CASE NO. 24STCV01923

[Assigned for all purposes to the Hon. Elihu
M. Berle; Dept. 6]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA
REPRESENTATIVE ACTION**

Case Filed: January 24, 2024
Trial Date: Not Set

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This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and between Brian Rubio (“Plaintiff” or “Mr. Rubio”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Green Knight Security, Inc. (“Green Knight”), and Steven M. O’Neal (“O’Neal,” collectively with Green Knight, “Defendants”) (collectively with Plaintiff, the “Parties”).

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Rubio v. Green Knight Security, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV01923 (the “Lawsuit”) on the following terms and conditions:

RECITALS

1. On January 24, 2024, Plaintiff Brian Rubio sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802 and the applicable Wage Orders. Later that day, Plaintiff filed a Complaint with a cause of action for civil penalties pursuant to PAGA in Los Angeles County Superior Court alleging violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802 and the applicable Wage Orders against Defendants.

2. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and deny that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

1 4. This Settlement Agreement is made and entered into by and between Plaintiff
2 individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the
3 State of California through Plaintiff as a proxy, and Defendants on the other hand. This
4 Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's
5 approval. The Parties expressly acknowledge that this Agreement is entered into solely for
6 the purpose of compromising disputed claims and that nothing herein is an admission of
7 any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is
8 not approved, it will be of no force or effect, and the Parties shall be returned to their original
9 respective positions.

10 5. Because this is not a settlement of a class action but a PAGA settlement on
11 behalf of the State of California, no person can (a) object to the settlement after the Court's
12 Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at
13 any time before or after the Approval Order is made.

14 6. The Parties agree to abide by the terms of the Settlement Agreement in good
15 faith and to support the Settlement Agreement fully and to use their best efforts to defend
16 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

17 7. On December 4, 2024, the Parties participated in a mediation with Mike
18 Young, Esq., a mediator in the field of employment law and wage-and-hour class actions
19 (the "Mediator"). With the assistance of the Mediator, the Parties were able to reach
20 agreement on the principal terms of a PAGA settlement, which have now been expanded
21 upon in this Stipulation.

22 8. The settlement discussions before and during mediation were conducted at
23 arm's length and the settlement of the Action is the result of an informed and detailed
24 analysis of Defendants' potential liability in relation to the costs and risks associated with
25 continued litigation.

26 9. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant
27 investigation during the prosecution of the Action. This investigation included, among other
28 things, (a) numerous telephonic calls and written communications with Plaintiff; (b)

1 inspection and analysis of payroll and timekeeping documents for 25% of the Aggrieved
2 Employees, and other information produced by Plaintiff and Defendants, including relevant
3 policy documents, Plaintiff's complete personnel file, and representative wage statements
4 for the Aggrieved Employees; (c) research of the applicable law with respect to the claims
5 asserted in the Action and the potential defenses thereto; (d) investigation into the viability
6 of collective treatment of the claims asserted in the Action; (e) analysis of the legal positions
7 taken by Defendants, including information sufficient to understand Defendants' potential
8 defenses to Plaintiff's claims; (f); assembling and analyzing of data for calculating damages;
9 and (g) hiring an expert to prepare an analysis and accounting of Defendants' exposure for
10 civil penalties.

11 10. The informal discovery and investigation conducted in this matter, as well as
12 discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's
13 Counsel a sound understanding of the merits of the Parties' positions and to evaluate the
14 risks of continued litigation and the value of the Aggrieved Employees' claims. The
15 information exchanged by the Parties through discovery and settlement discussions were
16 sufficient to allow Class Counsel to reliably assess the merits of the Parties' respective
17 positions and to compromise the issues on a fair and equitable basis.

18 11. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action,
19 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
20 Plaintiff's Counsel recognize and acknowledge the expense and delay of continued lengthy
21 proceedings necessary to prosecute the Action against Defendants through trial and appeals.
22 Plaintiff's Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the
23 risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and
24 delays inherent in such litigation; and 4) the potential risk of trying the claims of the
25 Aggrieved Employees. Plaintiff's Counsel is mindful of the potential problems of proof
26 under, and possible defenses to, the claims alleged in the Action and litigation of those
27 claims on a representative basis.

12. Based on their own independent investigation and evaluation, Plaintiff's Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the PAGA Settlement Members. Plaintiff's Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the PAGA Settlement Members, and that an independent review of this Settlement Agreement by the Court will confirm this conclusion.

13. Based on the data and documents produced during informal discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, and Plaintiff's Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believes that Plaintiff's settlement with Defendants for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the PAGA Settlement Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

14. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that Green Knight will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 5 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, PAGA Settlement Members' names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; and Green Knight's best estimates of the number of weeks worked by each PAGA Settlement Member during the PAGA Period.

1 15. “Effective Date” means the date on which the settlement embodied in this
2 Settlement Agreement shall become effective and is the date after all of the following events
3 have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendant;
4 and (ii) the Court has granted approval of the Settlement.

5 16. “Approval Order” means the signed order of the Superior Court approving the
6 Settlement and entering Judgment.

7 17. “Eligible Pay Period” means any pay period from January 24, 2023, through
8 December 24, 2024. Pay periods are calculated on a weekly basis.

9 18. “Initial Funding Date” means January 30, 2025.¹

10 19. “LWDA” means the California Labor and Workforce Development Agency.

11 20. “PAGA Representative Claims” means Plaintiff’s individual and non-
12 individual PAGA claims for civil penalties based on alleged predicate violations of California
13 Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198,
14 and 2802 as set forth in the operative Complaint.

15 21. “PAGA Release Period” means the period from January 24, 2023 through
16 December 24, 2024.

17 22. “PAGA Released Claims” shall mean the *limited* release being given by the
18 State of California and PAGA Release Members for those claims for civil penalties under
19 PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in
20 the Complaint or the PAGA Notice Letter, which are claims under PAGA for civil penalties
21 arising under Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174,
22 1194, 1198, and 2802 under the applicable Wage Orders.

23 23. “PAGA Settlement” or “Settlement” means the settlement of the Lawsuit as
24 memorialized in this Agreement.

25 24. “PAGA Settlement Members” shall mean all non-exempt employees of Green
26 Knight who worked at least one shift in California from January 24, 2023 through December
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28 ¹ Defendants shall fund the Settlement in 12 equal monthly installments
commencing on January 30, 2025 and terminating on December 20, 2025.

24, 2024. Defendant represents that there are approximately 710 PAGA Settlement Members who worked 12,735 pay periods from the beginning of the PAGA Release Period through December 24, 2024. Plaintiff has relied upon this material representation in entering into this Settlement.

25. “Plaintiff’s Counsel” means Elliot J. Siegel of King & Siegel LLP and Navid Barahmand of Barahmand Law Group.

26. “Released Parties” shall mean Defendant Green Knight Security, Inc., a California Corporation and its former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives, including Defendant Steven M. O’Neal.

27. “Settlement Administrator” means Simpluris, Inc., who provided the most cost-effective quote for administration.

28. “Notice” means the Notice of PAGA Payment, substantially in the form attached as **Exhibit A**.

29. “Order and Judgment” means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

30. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant Green Knight shall pay the sum of \$250,000.00 (“Gross Settlement Amount”) in full and final settlement of the PAGA Representative Claims and the Lawsuit on or before the Funding Date. The Gross Settlement Amount is non-reversionary.

31. Escalator Clause. Defendants have represented that there are 12,735 pay periods worked by the Aggrieved Employees from the beginning of the PAGA Release Period

1 through December 24, 2024. Plaintiff has relied upon this material representation in
2 entering into this Settlement. Should the actual number of pay periods worked by the
3 Aggrieved Employees from the beginning of the PAGA Release Period through December
4 24, 2024 increase by more than 10% (*i.e.*, more than 14,009 pay periods), then, the Gross
5 Settlement Amount will increase by 1% for every 1% over the 10% threshold. However,
6 should this increase be triggered, Defendants shall have the right to elect to limit the PAGA
7 Release Period to December 24, 2024. For the avoidance of doubt, if the Escalator Clause is
8 triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to
9 seek attorney's fees up to one-third of the increased Gross Settlement Amount.

10 32. Attorney's Fees and Costs. Subject to Court approval, Defendants will not
11 oppose Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement
12 Amount, and for costs not to exceed \$20,000, to be paid out of the GSA.

13 33. Plaintiff's Incentive Award. In recognition of his efforts and work in
14 prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the
15 Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA
16 Representative Enhancement Payment of up to a total of \$10,000.00 to the Named Plaintiff,
17 Brian Rubio, subject to the Court's approval. The PAGA Representative Enhancement
18 Payment, which will be paid from the Gross Settlement Amount, is in addition to the
19 payment to which he is entitled as PAGA Settlement Member. The Named Plaintiff agrees
20 to execute a general release of all claims, including a waiver of California Civil Code § 1542,
21 against Defendants in exchange for his Enhancement Payment, which this Stipulation
22 includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement
23 Payment to the Named Plaintiff, and the Named Plaintiff shall be solely and legally
24 responsible for correctly characterizing this compensation for tax purposes and for paying
25 any taxes on the amount received. Should the Court reduce the Named Plaintiff
26 Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to
27 PAGA Settlement Members. In the event that the Court reduces or does not approve the
28 requested Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not

1 have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not
2 appeal any judgment or order on that basis.

3 34. Settlement Costs. The Settlement Administrator will be paid for the reasonable
4 costs of administration of the Settlement and distribution of payments from the Gross
5 Settlement Amount, which is capped at no more than \$15,000.00. Any unused amounts will
6 revert to the Gross Settlement Amount.

7 35. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross
8 Settlement Amount *minus* Settlement Administration Costs, Plaintiff’s Counsel’s Fees and
9 Costs, and the PAGA Representative Enhancement Payment. The remaining amount shall
10 be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA
11 civil penalties as follows: (i) 75% of the Net Settlement Amount shall be distributed to the
12 LWDA; and (ii) 25% of the Net Settlement Amount shall be distributed to the PAGA
13 Settlement Members, as set forth in the version of Labor Code section 2699(i) effective as of
14 the date of filing of the Lawsuit.

15 36. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
16 not in any way be construed as an admission by Defendants and/or any of the Released
17 Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved
18 Employees. Defendants specifically disclaim any liability to, or wrongful acts against
19 Plaintiff, on the part of themselves, and/or any respective parents, subsidiaries, affiliates,
20 predecessors, successors, officers, directors, employees, or agents. Defendants deny that
21 there is any factual evidence or legal basis to support any claims or Labor Code violations
22 that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on his own
23 behalf.

24 37. Release by PAGA Settlement Members and the LWDA. As of the date that
25 Defendant Green Knight fully funds the Gross Settlement Amount, for and in consideration
26 of the mutual promises and consideration set forth in this Agreement, Plaintiff, the PAGA
27 Settlement Members, and the LWDA are deemed to release against the Released Parties *only*
28 claims for civil penalties under PAGA that were alleged, or reasonably could have been

1 alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically
2 claims for penalties under PAGA based on predicate violations of Labor Code §§ 201, 202,
3 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802 under the
4 applicable Wage Orders (the “PAGA Released Claims”). The PAGA Released Claims are
5 expressly limited to claims for PAGA penalties and not any underlying predicate claims or
6 causes of action. This release will only become effective upon full funding of the GSA.

7 38. PAGA Settlement Administrator and Distribution Method. The PAGA
8 Settlement Administrator shall process and distribute the Gross and Net Settlement
9 Amounts in accordance with this Agreement.

10 39. The Parties agree that the Settlement Administrator shall establish a Qualified
11 Settlement Fund (“QSF”) that is intended to be pursuant to Section 468B of the Code and
12 Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1 et seq., and will be administered by the Settlement
13 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open
14 and administer a settlement account in such a manner as to qualify and maintain the
15 qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code
16 and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local income and other tax
17 reporting, return, and filing requirements with respect to the QSF (if any is required); and
18 (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the
19 opening and administration of the QSF and the performance of its duties and functions as
20 described in this Agreement. The aforementioned fees, costs, and expenses shall be treated
21 as and included in the costs of administering the QSF by the Settlement Administration.

22 a. The Net Settlement Amount shall be available for distribution to the PAGA
23 Settlement Members and the LWDA consistent with Labor Code section
24 2699(i) and shall be allocated as follows: 75% to the LWDA (“LWDA
25 Payment”) and 25% to the PAGA Settlement Members (“PAGA Settlement
26 Members Payment”). Each PAGA Settlement Member will receive a pro rata
27 share of the PAGA Settlement Members Payment based on their Eligible Pay
28 Periods relative to the total Eligible Pay Periods of all PAGA Settlement

Members (“Individual PAGA Settlement Member Payment”). The Settlement Administrator will calculate each PAGA Settlement Member’s pro rata share of the PAGA Settlement Members Payment.

b. After 5 calendar days from the entry of a Court order approving the Settlement, Defendant will send to the Settlement Administrator the PAGA Settlement Member List. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiff’s Counsel or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the Settlement, including to resolve any dispute over the amount of a PAGA Settlement Member’s pro rata share of the PAGA Settlement Members Payment.

c. By the Initial Funding Date, Defendant Green Knight shall wire the first installment of the Gross Settlement Amount using the wiring instructions provided by the PAGA Settlement Administrator. Thereafter, Defendant Green Knight shall pay the remainder of the GSA in equal monthly installments on the 20th of each month with the last installment to be paid no later than December 20, 2025. Should the Court not grant approval to the Settlement, this money will be refunded, less settlement costs incurred to that date, to Defendant.

d. Within five days after sufficient monies have accrued, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff’s service payment and attorneys’ fees and costs to Plaintiff’s counsel, and the Net Settlement Amount to the LWDA and PAGA Settlement Members.

e. Because the Individual PAGA Settlement Member Payments are in compromise and settlement of claims for civil penalties, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The service payment to Plaintiff is not wages, will

not be subject to deductions or withholdings, and will be reported as 1099 income. The PAGA Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the PAGA Settlement Member Payments, as well as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendants and the Released Parties harmless from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or penalty upon Defendant Green Knight as a consequence of any tax being due and unpaid on each of their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendants nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant Green Knight herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant Green Knight for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendants' nor Plaintiff's counsel have provided any tax-related advice whatsoever.

- f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA

1 Settlement Member Payment will be accompanied by a Notice informing
2 PAGA Settlement Member why they are receiving payment substantially in the
3 form of **Exhibit A**.

4 g. No later than five days after receipt of the full GSA after completion of funding,
5 the Settlement Administrator will mail a notice ("PAGA Notice") approved by
6 the Court (in substantially the form attached as Exhibit A) along with the
7 Individual PAGA Settlement Member Payment to the individuals in the PAGA
8 Data. For any mailings returned as undeliverable or notifying the Settlement
9 Administrator that the PAGA Settlement Member is no longer at the address
10 provided in the PAGA Settlement Member List, the PAGA Settlement
11 Administrator shall perform a skip-trace on that individual using the National
12 Change of Address database and other source(s) as necessary and will have
13 fourteen (14) calendar days to re-mail the Notice and payment to the new
14 address found in the skip-trace.

15 h. PAGA Settlement Members shall have one-hundred and eighty (180) calendar
16 days to cash their Individual PAGA Settlement Member Payment checks under
17 this Agreement. Any checks not negotiated within the one-hundred and eighty
18 (180) days will be voided and will not be reissued. Any funds from voided
19 checks to PAGA Settlement Members will be sent by the Settlement
20 Administrator to the State of California Unclaimed Property Fund through the
21 State Controller's Office in the name of the PAGA Settlement Member within
22 thirty (30) calendar days after the check-cashing deadline prescribed herein.

23 i. Upon completion of administration of the Settlement, the Settlement
24 Administrator will provide written certification of such completion to the
25 Court and counsel for the Parties that shall be filed with the Court five (5) court
26 days before the non-appearance compliance hearing to be set by the Court.

27 40. Plaintiff's Release and Obligations. In exchange for the service payment
28 referenced above, and in addition to Plaintiff's release of the PAGA Released Claims,

1 Plaintiff and his heirs, family members, executors, administrators, successors, attorneys,
2 agents, representatives, and assigns hereby irrevocably and unconditionally remises,
3 releases, and forever discharges Defendants and the Released Parties from any and all
4 claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits,
5 causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments,
6 orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in
7 law or equity, known or unknown, suspected or unsuspected, and whether or not concealed
8 or hidden, which Plaintiff may have, or have ever had, against the Released Parties, or any
9 of them, arising out of, or in any way related to Plaintiff's hire, benefits, employment,
10 termination, or separation from employment with Defendant Green Knight by reason of any
11 actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter
12 from the beginning of time up to and including the date Plaintiff signs this Agreement
13 including, without limiting the generality of the foregoing: (a) any and all claims under Title
14 VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities
15 Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA")
16 (regarding unvested benefits), the Family and Medical Leave Act ("FMLA") (regarding
17 existing but not prospective claims), the Fair Labor Standards Act ("FLSA"), the Equal Pay
18 Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting
19 Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN Act"), the
20 National Labor Relations act ("NLRA"), the Uniform Services Employment and
21 Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act
22 ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Fair Employment and
23 Housing Act ("FEHA"), the California Constitution, the California Family Rights Act
24 ("CFRA"), the California Labor Code (including PAGA) and applicable Wage Order(s), the
25 Unfair Competition Law, all as amended by their respective implementing regulations, and
26 any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally
27 waived and released; however the identification of specific statutes or law shall not limit the
28 scope of this general release in any manner; and (b) any and all claims for backpay, regular

1 pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure
2 to provide meal and/or rest periods, failure to reimburse business expenses, compensatory
3 damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation
4 pay, restitution, tort claims, contract claims, equitable claims, hostile work environment
5 claims, workplace harassment claims, wrongful termination claims, discrimination claims,
6 public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide
7 reasonable accommodation claims, failure to engage in the interactive process claims,
8 failure to prevent discrimination claims, failure to prevent retaliation claims, statutory
9 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
10 defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and costs
11 either individually or as part of a class action, collective action, and/or representative action
12 (collectively, "Plaintiff's Released Claims").

13 Plaintiff further agrees and expressly waives and relinquishes to the fullest extent
14 permitted by law, the rights and benefits of California Civil Code section 1542, which
15 provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
17 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
18 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
20 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 Notwithstanding the provisions set forth herein, and for the purpose of implementing
22 a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended
23 to include and does include its effect without limitation all claims which Plaintiff does not
24 know or suspect to exist in his favor against Defendants and/or the Released Parties, and
25 that this Agreement contemplates extinguishment of any such claim or claims. Plaintiff has
26 been given at least 21 days from the date of receipt of this AGREEMENT to consider the
27 terms of this Agreement and consult with counsel before signing it (Consideration Period).
28

1 In the event Plaintiff chooses to sign this Agreement prior to the expiration of the
2 Consideration Period, Plaintiff represents that he knowingly and voluntarily is waiving the
3 remainder of the Consideration Period. Plaintiff understands that having waived some
4 portion of the Consideration Period, Defendants may expedite the processing of benefits
5 provided to him in exchange for signing this Release. Plaintiff agrees with Defendants that
6 changes, whether material or immaterial, do not restart the running of the Consideration
7 Period. Plaintiff acknowledges that he has seven (7) days after he signs this Agreement to
8 revoke his agreement to it by sending a written revocation notice to Defendants through
9 their counsel. Notwithstanding any other provision of this Agreement, if Plaintiff revokes
10 this Agreement pursuant to this section, the Agreement will not be effective or enforceable.
11 This release will only become effective upon full funding of the GSA.

12 41. Impact of Non-Approval by the Court. Should the Court deny approval of this
13 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
14 the Court's concerns in order to obtain the Court's approval, except that Defendants will not
15 be required under any circumstances to increase the Gross Settlement Amount, other than
16 provided under Paragraph 31. If the Parties cannot obtain Court approval, the Parties shall
17 be restored to their respective litigation positions before they entered into this Agreement.
18 If the Court ultimately denies approval of the Agreement, or if the Court's approval is
19 reversed on appellate review, this Agreement shall be deemed null and void, shall be of no
20 force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

21 42. Applicable Law. This Agreement shall be construed and interpreted in
22 accordance with the laws of the State of California. Pursuant to California Code of Civil
23 Procedure section 664.6, the Court shall retain jurisdiction with respect to the
24 interpretation, implementation, and enforcement of the terms of this Settlement, and the
25 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
26 implementing, and enforcing the Settlement embodied in this Agreement and all orders and
27 judgments entered in connection therewith. This Agreement will be binding upon, and inure
28 to the benefit of, the successors of each of the Parties.

1 43. Judgment in this Action. Within thirty (30) calendar days after the Parties
2 execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for
3 approval of this Agreement pursuant to California Labor Code § 2699(1)(2), advocating that
4 the terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not
5 oppose such a motion provided that it is consistent with the terms of this Agreement. The
6 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties,
7 Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment,
8 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
9 matters as are permitted by this Agreement or by law.

10 44. Confidentiality. Plaintiff and Plaintiff's Counsel agree that, except as may be
11 required by the Court in connection with the approval of this Agreement, he will direct PAGA
12 Counsel not to publish or publicize, or cause to be published, publicized, in the media (print
13 or broadcast) or on the Internet the circumstances, events, occurrences, and/or documents
14 underlying Plaintiff's and Aggrieved Employees' claims against Defendants or any monetary
15 terms of this Agreement. Plaintiff and Plaintiff's Counsel further agree that Plaintiff will not
16 issue press releases, communicate with, or respond to, any media or publication entities
17 concerning the Settlement, including the fact of the Settlement, its terms or contents, and
18 the negotiations underlying the Settlement, except as required by law or as shall be
19 contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiff
20 will instruct his counsel to comply with his restrictions under this Paragraph. The Parties
21 agree that any PAGA notice to putatively Aggrieved Employees will direct said Employees to
22 contact the Settlement Administrator. Nothing stated herein shall prohibit Plaintiff's
23 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions
24 with PAGA Members who are a part of this Settlement and/or in all necessary motions and
25 supporting memoranda related to approval of the Settlement or for other PAGA settlements.

26 45. No Admission of Wrongdoing. Except for the purposes of effectuating and
27 enforcing the terms of this Agreement which include barring claims that are released
28 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement

1 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
2 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
3 including but not limited to, evidence of any violation of the Labor Code, presumption,
4 concession, indication, or admission by any of the Released Parties of any liability, fault,
5 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
6 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
7 or administrative action or proceeding.

8 46. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
9 understands the full contents of this Agreement and is voluntarily entering into this
10 Agreement after having received independent legal advice from his or its attorneys with
11 respect to the advisability of making the settlement provided for herein and the advisability
12 of executing this Agreement.

13 47. Joint Drafting. Each of the Parties has participated in the drafting of all
14 provisions of this Agreement, has had an adequate opportunity to read, review, and consider
15 the effect of the language of this Agreement, and has agreed to its terms.

16 48. Severability. If any provision of this Agreement is held to be invalid by a court
17 of competent jurisdiction, that provision shall be deemed severed and deleted from this
18 Agreement, and neither that provision nor its severance and deletion shall affect the validity
19 of the remaining provisions, except that if the Court severs a provision that either of the
20 Parties reasonably considers to be a material term of this Agreement, that Party shall have
21 the option to send a written notice to the other Party no later than fourteen (14) calendar
22 days after the Court severs the provision that it wishes to void the entire Agreement and to
23 restore the Parties to their litigation positions as of before this Agreement was reached. If
24 the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement
25 in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and
26 shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking
27 to void the agreement shall be liable for any costs incurred by the Administrator through
28 that date.

49. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

50. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

51. Waiver of right to appeal. Any Party may terminate this Settlement or appeal any Court order which is not in substantially the form submitted by the Parties, except as follows: (i) in the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or appeal any judgment or order on that basis; and/or (ii) in the event that the Court reduces or does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff and Plaintiff's counsel shall not terminate this Settlement and shall not appeal any judgment or order on that basis.

52. Cooperation. All Parties will cooperate in good faith and apply their best efforts to implement this Settlement by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

53. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

54. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,

1 transfer or encumber to any person or entity and portion of any liability, claim, demand,
2 action, cause of action or right released and discharged by the Party in this Settlement.

3 55. Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly given as of
5 the third business day after mailing by United States mail, or the day sent by email or
6 messenger, addressed as follows:

7 To Plaintiff:

8 ELLIOT J. SIEGEL
9 elliot@kingsiegel.com
10 KING & SIEGEL LLP
11 724 S. Spring Street, Suite 201
12 Los Angeles, California 90014
13 tel: (909) 287-4641
14 fax: (213) 465-4803

15 NAVID BARAHMAND
16 navid@barahmandlaw.com
17 BARAHMAND LAW GROUP
18 7324 Sepulveda Blvd, Suite B
19 Van Nuys, California 91405
20 Tel: (818) 574-3355

21 To Defendant:

22 Steven W. Brennan (SBN 110256)
23 Patrick J. Folan (SBN 125340)
24 ST. JOHN, BRENNAN & FOLAN LLP
25 swbrennan@swbf.net
26 pjfolan@swbf.net
27 370 Crenshaw Blvd., Suite E206
28 Torrance, California 90503-1729
Telephone: (310) 792-1075
Facsimile (310) 792-0635

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: _____

By: _____

5

BRIAN RUBIO

6

Individually and on behalf of the PAGA Settlement
Members and State of California

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9 DATED: 1/9/25

By: Steve O'Neal

10

Name: Steve O'Neal

11

Title: President 7 CEO

Inc.

On behalf of Defendant Green Knight Security,

12

13 DATED: 1/9/25

By: Steve O'Neal

14

Steven M. O'Neal

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1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3

4 DATED: Jan 9, 2025

By: 
Brian Rubio (Jan 9, 2025 21:43 PST)

BRIAN RUBIO
Individually and on behalf of the PAGA Settlement
Members and State of California

5

6

7

8

9 DATED: _____

By: _____

Name: _____

10

Title: _____

11 Inc.

On behalf of Defendant Green Knight Security,

12

13 DATED: _____

By: _____

Steven M. O'Neal

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NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Brian Rubio v. Green Knight Security, Inc., et al.
Los Angeles Superior Court, Case No. 24STCV01923

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Hon. Elihu M. Berle of the Superior Court of California for the County of Los Angeles granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked at least one shift in California from January 24, 2023 through [date of approval].

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Green Knight Security, Inc. (“Green Knight” or “Defendants”) failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, and provision of accurate wages statements. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the Private Attorneys General Act (“PAGA”) arising out of these alleged violations.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys’ fees and costs, costs of administration of settlement, and the PAGA Representative Enhancement Payment (“Net Settlement Amount”), is to be split

between the State of California and the PAGA Settlement Members. The State receives 75% of the Net Settlement Amount and the PAGA Settlement Members receive 25% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<**IndividualPayPeriods**>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**TotalPayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is <<**CheckAmount**>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

“Released Parties” shall mean Defendant Green Knight Security, Inc. and its former and present officers, directors, employees shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents, including Defendant Steven M. O’Neal.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendant Green Knight, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator. You may call the Settlement Administrator, [REDACTED], toll free at [REDACTED] with any

questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.**

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

Brian Rubio, on behalf of all similarly
situated individuals,

Plaintiff,

v.

Green Knight Security, Inc., a
California Corporation; **Steven M.
O’Neal**, an individual; and Does 1-10,
inclusive;

Defendants.

CASE NO. 24STCV01923

[Assigned for all purposes to the Hon.
Elihu M. Berle; Dept. 6]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”) AND
ENTERING JUDGMENT**

Date:

Time:

1 to reasonably evaluate their respective positions in reaching the Settlement.

2 6. The Court further finds that the Settlement is, in all respects, fair, adequate,
3 and reasonable, consistent and compliant with all applicable requirements of the California
4 Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law, and in the best
6 interests of each of the State and the PAGA Settlement Members.

7 7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in
9 accordance with California Labor Code § 2699(l)(2). and the LWDA did not take action in
10 response to that submission as of the date of this Order. The

11 8. The Court finds and determines that the LWDA Payment is fair, reasonable,
12 and appropriate under PAGA's requirements. The Court hereby approves and orders the
13 LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

14 9. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as
16 their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
17 requirements for allocation of penalties. The Court hereby approves and orders the payment
18 of those amounts to be made to the PAGA Settlement Members in accordance with the
19 Settlement Agreement, including as to providing Notice as set forth in the Settlement.

20 10. The Court finds and determines that the capped fees and expenses in
21 administrating the Settlement by Simpluris, Inc. in the amount of \$4,000.00 are fair and
22 reasonable. The Court hereby approves and orders that the payment of that amount to
23 Simpluris from the Gross Settlement Amount in accordance with the Settlement Agreement.

24 11. Pursuant to the terms of the Settlement Agreement, and the evidence and
25 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
26 for attorneys' fees in the amount of one-third of the Gross Settlement Amount, or \$83,325,
27 as fair, reasonable and appropriate.³ The Court hereby orders the Settlement Administrator

28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's

1 to make this payment to Plaintiff's Counsel from the Gross Settlement Amount in
2 accordance with the terms of the Settlement Agreement.

3 12. Pursuant to the terms of the Settlement Agreement, and the evidence and
4 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
5 for reimbursement of actual and incurred litigation costs in the amount of \$ [REDACTED]. The
6 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
7 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
8 Amount in accordance with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement Agreement, and the evidence and
10 arguments submitted by Plaintiff's Counsel, the Court approves a service payment of
11 \$ [REDACTED] to the Named Plaintiff and PAGA Representative, Brian Rubio. The Court finds
12 this amount to be fair and reasonable. The Court hereby orders the Settlement
13 Administrator to make this payment to Plaintiff from the Gross Settlement Amount in
14 accordance with the terms of the Settlement Agreement.

15 14. Upon completion of administration of the Settlement as set forth below, the
16 PAGA Settlement Members and the State release Defendant Green Knight Security, Inc. and
17 its former and present officers, directors, employees, shareholders, members, attorneys,
18 insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents, including
19 Defendant Steven M. O'Neal from claims for civil penalties under PAGA that were alleged,
20 or reasonably could have been alleged, based on the facts stated in the operative Complaint
21 or PAGA Notice during the period from January 24, 2023 through December 24, 2024.

22 15. The Settlement Agreement is not an admission by Defendants, nor is this
23 Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor
24 Code violations or other wrongdoing by Defendants or any other Releasees. Neither this
25 Order and Judgment, the Settlement Agreement, or any other documents referred to
26 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or
27 may be used as, an admission of any violations, fault, wrongdoing, omission, or liability

28 _____
Counsel in the lodestar cross-check to be fair and reasonable in light of their background,
experience, and quality of representation.

1 whatsoever by or against Defendants or other Releasees.

2 16. Without affecting the finality of this Order or the Entry of Judgment in any
3 way, the Court retains jurisdiction of all matters relating to the interpretation,
4 administration, implementation, effectuation, and enforcement of this Order and the
5 Settlement.

6 17. Nothing in this order shall preclude any action to enforce the Parties'
7 obligations under the Settlement or under this Order, including the requirement that
8 Defendant fund the Gross Settlement Amount in accordance with the Settlement
9 Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise
10 provided by this Court's Order and as provided for in the Settlement Agreement.

11 18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of
12 this order within ten (10) calendar days after the Court's entry of this Order.

13 19. Upon completion of administration of the Settlement, the Settlement
14 Administrator will provide written certification of such completion to the Court and counsel
15 for the Parties that shall be filed with the Court five (5) court days before the non-appearance
16 compliance hearing set for [REDACTED], 2025 at [REDACTED] [a.m./p.m.], in Department
17 76.

18
19 IT IS SO ORDERED, ADJUDGED, AND DECREED.

20
21 DATED: _____

22 _____
The Honorable Elihu M. Berle