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6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 LOURDES NINOSKA ARENAS PEREZ,
11

12 Plaintiff,

13 vs.

14 AMERICAN SECURITY FORCE, INC.;
15 ALBERT CARL WILLIAMS; and DOES 1 to
25, inclusive,

16 Defendants.
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Case No.: 22STCV16168

*[Assigned for all purposes to Honorable
Joseph Lipner,]*

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
UNOPPOSED APPROVAL OF PAGA
SETTLEMENT**

[Filed Concurrently with Notice of Motion,
Memorandum of Points and Authorities, and
Proposed Order]

Hearing Date: 6/11/26

Time: 8:30am

Department: 72

Res. ID: 086044893456

Complaint Filed: May 16, 2022

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Factual and Procedural Background

4. Defendants are in the security business and provide security guard services at various locations throughout California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendants as a security guard from approximately 2014 until approximately June 2024.

5. Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On January 10, 2022, Plaintiff on behalf of herself and Defendants' California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendants of their claims against Defendants. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendants (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code sections 1194, 1194.2, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code section 510); (3) failed to provide rest breaks (Labor Code section 226.7); (4) failed to provide meal breaks (Labor Code sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code section 204); (6) failed to provide accurate itemized wage statements (Labor Code section 226); (7) failed to keep accurate and complete payroll records (Labor Code section 1174/1174.5); (8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimbursement business expenses (Labor Code section 2800/2802); (10) failed to provide sick pay (Labor Code section 233/246) and (11) failed to provide Worker's Compensation coverage (Labor Code section 3700.5). Plaintiff filed her initial lawsuit on May 16, 2022, in the Superior Court for the State of California, County of Los Angeles, Case No. 22STCV16168, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter.

6. Through informal discovery, Defendants produced records and represented that it employed approximately 200 employees falling within Plaintiff's Aggrieved Employees definition for the period from March 11, 2021 (one year and 65 days before Plaintiff's PAGA

lawsuit) through July 19, 2024, and that there are paychecks issued for a total of approximately 6,930 pay periods worked for that same time period.

7. The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after March 11, 2021, through July 19, 2024.

8. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit.

9. The parties attended a full-day mediation with experienced mediator Laurie Saldana on July 30, 2024, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for 8 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of "Joint Stipulation of Settlement and Release of PAGA Action" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review.

10. The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate

1 and are in the best interests of Plaintiff, the PAGA Members, and Defendants in light of all
2 known facts and circumstances and the risks inherent in litigation, especially in this post-
3 pandemic era when most California businesses are still struggling to remain afloat, much less
4 prosper and make a large profit.

5 11. The Parties further recognize that the issues presented in the Action are likely
6 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
7 litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate
8 to the maximum potential benefits, especially in light of the post-pandemic era and the
9 business climate.

10 12. Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA
11 Members were not provided meal breaks under the law and that Defendants rounded work
12 hours for a portion of the PAGA period.

13 13. Plaintiff contends that the civil penalty statutes applicable to the Action arise
14 from violations of the California Labor Code, including, but not limited to, Labor Code
15 sections 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who
16 suffers a Labor Code violation may be awarded a sum of money for each pay period in which
17 he or she was underpaid. However, under Labor Code section 2699(e)(2), the Court can reduce
18 an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory.

19 14. As it relates to Plaintiff's argument for meal break violations, Plaintiff's data
20 analysis revealed a shift violation rate of 13.4% for short, late, or no meal breaks for shifts that
21 were 6 hours or greater. The data revealed that 94.4% of shifts in the sample were 6 hours or
22 greater. As such, we are dealing with alleged violations covering 6,542 pay periods [6,930 total
23 pay periods x 94.4%]. If you extrapolate the 13.4% shift violation rate, it amounts to 51.6% of
24 pay periods having at least one meal period violation. As such, the maximum exposure for
25 meal period violations in the PAGA period, which Plaintiff understands Defendants dispute,
26 would be **\$168,800**, which is calculated as follows: 6,542 pay periods x 51.6% equals 3,376
27 affected pay periods; 3,376 pay periods x \$50/pay period (civil penalty) amounts to \$168,800
28 in exposure. The latter exposure calculation also does not take into account the fact that there

1 are risks to Plaintiff's meal period claims. Defendants contend that, to establish a violation for
2 missed meal periods, a plaintiff must do more than show that a meal break was not taken.
3 Determining by a review of Defendants' time records the exact reasons why a meal period
4 appears to be short or late or not taken would be difficult and would be a challenge as Plaintiff
5 would have issues with manageability.

6 15. As it relates to Plaintiff's argument that Defendants engaged in rounding,
7 Plaintiff's expert data analyst found net unfavorable rounding in 28.8% of the pay periods.
8 28.8% of the pay periods equates to 1,996 pay periods [6,930 pay periods x 28.8%]. As such,
9 the maximum exposure for minimum wage violations in the PAGA period based on the
10 rounding theory would be **\$199,600**, which is calculated as follows: 1,996 pay periods x
11 \$100/pay period (civil penalty) amounts to \$199,600 in exposure. As such, the maximum
12 exposure for meal period and rounding violations in the PAGA period, which Plaintiff
13 understands Defendants dispute, would be **\$368,400**.

14 16. As it relates to Plaintiff's other claims, there would be substantial issues with
15 proof. As it relates to straight overtime issues, the data showed that overtime hours were paid
16 correctly when employees did in fact work overtime. As it relates to rest break violations, there
17 was no evidence on paper of rest period violations since rest periods were not tracked by
18 Defendants' timekeeping system – nor does the law require tracking – as is common for most
19 businesses in California. There was similarly no evidence on paper relating to “off the clock”
20 work violations and Defendants' policies prohibit “off the clock” work.

21 17. As it relates to Plaintiff's claim of business expense reimbursement, Defendants
22 argued that employees, including Plaintiff, were reimbursed for use of personal cell phones for
23 work purposes. Moreover, Plaintiff did not have a mileage reimbursement claim because she
24 did not need to drive anywhere other than her work location. Plaintiff's other claims are
25 derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all
26 wages owed every pay period or at the end of employment as well as not receiving accurate,
27 itemized wage statements.

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1 18. Based on the above calculations, Plaintiff's aggregate exposure for the strongest
2 disputed claims, which again Plaintiff understands Defendants dispute, would be **\$368,400**.
3 Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure
4 presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or
5 confiscatory. Based on the above analysis, a gross settlement in the amount of \$160,000 is a
6 very strong result, especially in light of the risk factors as discussed above.

7 19. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff
8 multiple PAGA penalties for the same violation for the same pay period under different Labor
9 Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to
10 "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have
11 awarded extremely small sums to PAGA claimants in the past. Defendants also adamantly
12 dispute all of Plaintiff's allegations in the operative Complaint.

13 20. PAGA states a court has discretion to award a lesser amount than the maximum
14 penalty. *See* Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum
15 civil penalty amount specified by this part if, based on the facts and circumstances of the
16 particular case, to do otherwise would result in an award that is unjust, arbitrary and
17 oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.*, 203
18 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the
19 Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's
20 evidence of willful and intentional conduct. In *Carrington v. Starbucks*, the Court of Appeal
21 affirmed a trial court's heavily discounted award of only \$5 per violation because it was within
22 the Court's discretion to significantly reduce PAGA penalties even when there is a finding that
23 a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th
24 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of \$70 million and
25 was successful in proving the PAGA claim during a bench trial. However, the trial court
26 reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated that this
27 reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary,
28 and oppressive", based on Starbucks's "good faith attempts" to comply with meal break

obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed \$34,650 in PAGA penalties (6,930 x \$5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Defendants have also provided defenses to the Labor Code claims underlying Plaintiff's allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

21. The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation.

22. The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, her attorneys, and the State of California.

23. Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F.3d 902 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Plaintiff, the aggrieved employees, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law.

24. The Total Settlement Fund will be distributed under terms pursuant to a payment plan. As such, the settlement of PAGA penalties in the gross sum of \$160,000, of which 75% of the net amount after attorney's fees [\$53,333.33], attorney costs [\$4,073.70], and settlement administrator fees [\$3,790.00], which is \$74,102.23 will be paid to the LWDA, and 25%, which equates to \$24,700.74, will be distributed to the PAGA Members, is

1 reasonable and appropriate under the circumstances. With a total of 200 Aggrieved Employees,
2 the average estimated individual PAGA payment for each Aggrieved Employee is
3 approximately \$123.50 (25% of the estimated Net Settlement equating to \$24,700.74 as noted
4 above) / 200 Aggrieved Employees). This is a great result given the uncertainties of litigation.

5 ***Attorneys' Fees and Costs***

6 25. I represent Plaintiff on a straight contingency basis. My firm's request for
7 \$53,333.33 [1/3] in attorney fees and \$4,073.70 in litigation costs is fair and reasonable. To
8 date, I have investigated and prosecuted this matter vigorously, including drafting the initial
9 PAGA notice as well as the original complaint; reviewing Defendants' informal data and
10 document production; sending and receiving emails on the case with defense counsel; sending
11 the PAGA data to Plaintiff's expert for review/analysis and reviewing the expert's
12 findings/conclusions; preparing for mediation, including providing material and arguments to
13 the mediator; engaging in a private mediation; and drafting this PAGA approval motion. I also
14 expect to perform additional work on this case if the Court grants final approval of the
15 Settlement, including supervision of the Settlement Administrator's disbursement of the
16 settlement funds to the Aggrieved Employees. "Empirical studies show that, regardless of
17 whether the percentage method or the lodestar method is used, fee awards in class actions
18 average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 47 fn.
19 11 (2008) (quoting *Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942,
20 972 (E.D. Tex. 2000); see also *Lafitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (Cal. Aug.
21 11, 2016) (holding that courts can use the percentage method for the calculation of attorneys'
22 fees). This is also consistent with my experience in cases involving PAGA claims. This award
23 is justified here because I achieved a strong result for the PAGA Members and the State while
24 bearing the substantial burdens of contingency representation.

25 26. My previous experience in litigating wage and hour actions also supports the
26 reasonableness of the fee request, as does the caliber of opposing counsel. My previous
27 experience in similar matters was integral in evaluating the strengths and weaknesses of the
28 case against Defendants and the reasonableness of the Settlement. Because it is reasonable to

1 compensate me commensurate with my skill, reputation, and experience, attorney's fees of
2 approximately 1/3 of the Gross Settlement Amount is reasonable. Likewise, the caliber and
3 experience of opposing counsel in labor and employment litigation supports the fairness and
4 reasonableness of the requested fee award.

5 27. The litigation costs expended to aid in the representation of the PAGA Members
6 include the following: lawsuit filing fee of \$454.22; PAGA initial filing fees of \$75.00; service
7 of lawsuit fee of \$150.00; expert data analysis fee of \$850.00; mediation fee of \$2,500; and
8 miscellaneous filing fees of \$44.48 for a total of \$4,073.70. All of these costs are documented
9 and reasonably incurred.

10 ***Settlement Administration Costs***

11 28. With regard to the settlement administration costs provision, it is reasonable.
12 Before agreeing to Apex Class Action Administration ("Apex"), the parties sought and
13 reviewed bids from other reputable third-party administrators, including Phoenix and ILYM,
14 and Apex's bid was comparable. Apex's bid has been attached as **Exhibit 2** to this declaration.

15 ***Notice of Settlement to the LWDA***

16 29. Pursuant to Labor Code section 2699(1)(2), my firm submitted a copy of the
17 Settlement with the LWDA at the same time the Settlement is being filed with the Court. True
18 and correct copies of this submission with the LWDA and the confirmation email are
19 collectively attached as **Exhibit 3** to this declaration. My firm will further provide a copy of
20 the Court's Order and Judgment to the LWDA within ten (10) calendar days after entry of said
21 judgment or order as required by Labor Code sections 2699(1)(2)-(3).

22 I declare under the penalty of perjury of the laws of the State of California that the
23 foregoing is true and correct to the best of my knowledge.

24 Executed on April 23, 2026 at Los Angeles, California.

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26 
27 Harout Messrelia,
28 Declarant

EXHIBIT 1

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
 14

15 LOURDES NINOSKA ARENAS PEREZ,
 16 Plaintiff,
 17 vs.
 18 AMERICAN SECURITY FORCE, INC.;
 ALBERT CARL WILLIAMS; and DOES 1 to
 19 25, inclusive,
 20 Defendants.
 21

Case No. 22STCV16168

**JOINT STIPULATION OF
 SETTLEMENT AND RELEASE OF PAGA
 ACTION**

*(Assigned to the Hon. Curtis A. Kin,
 Department 72)*

Complaint Filed: 5/16/2022

22
 23 This Joint Stipulation of Settlement and Release of PAGA Actions ("Agreement") is made
 24 and entered into between Plaintiff LOURDES NINOSKA ARENAS PEREZ ("Plaintiff"),
 25 individually and on behalf of the proposed PAGA Group, (defined below), and Defendants
 26 AMERICAN SECURITY FORCE, INC. and ALBERT CARL WILLIAMS (collectively
 27 "Defendants"). This Agreement is subject to approval of the Court and is made for the sole purpose
 28 of attempting to consummate settlement of the Action (as defined below) on a PAGA basis subject

to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the PAGA and Individual Settlements (as defined below) and enter judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 **Action.**

“Action” or “Actions” shall mean the actions entitled *Lourdes Ninoska Arenas Perez vs. American Security Force, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV16168.

1.2 **Approval and Fairness Hearing.**

“Approval and Fairness Hearing” shall mean the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will consider PAGA Counsel’s application for Attorneys’ Fees and Costs, the PAGA Representative Incentive Payments, the Administration Expenses, and approval of the PAGA Payment.

1.3 **Approval Date.**

“Approval Date” shall mean the date upon which the Court enters an order granting approval of the PAGA Settlement and enters Judgment.

1.4 **Claims.**

“Claims” shall mean the claims and theories asserted and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.5 **Court.**

“Court” shall mean the Superior Court of California, County of Los Angeles.

1 1.6 **Defendants.**

2 “Defendants” shall mean AMERICAN SECURITY FORCE, INC. and ALBERT CARL
3 WILLIAMS, and includes any of their officers, directors, executives, partners, managers, owners,
4 shareholders, members, employees, agents, attorneys, any of their former and present parents,
5 subsidiaries, successors, assigns and affiliates, and their officers, directors, managers, owners,
6 executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns,
7 or legal representatives.

8 1.7 **Defense Counsel.**

9 “Defense Counsel” shall mean BRADLEY, GMELICH & WELLERSTEIN LLP, 700 North
10 Brand Boulevard, 10th Floor, Glendale, California 91203-1202.

11 1.8 **Effective Date.**

12 “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the
13 Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to
14 review the Judgment, or if review is granted, the date of final affirmance of the Judgment following
15 review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the
16 final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed
17 and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way
18 that affirms the Final Approval Order and Judgment in a form substantially identical to the form of
19 the Final Approval Order entered by the Court, and the time to petition for review with respect to
20 any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed,
21 the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment
22 approving this Agreement.

23 1.9 **Total Settlement Amount.**

24 “Total Settlement Amount” means the agreed upon settlement amount totaling \$160,000.00,
25 to be paid by Defendants in full settlement of the Released Claims asserted in this case, including ,
26 Attorneys’ Fees and Costs, Settlement Administration Fees, Incentive Payments to Plaintiff (if any),
27 the LWDA Payment, and Individual Settlement Payments. In no event shall Defendants be required
28 to pay more than the Total Settlement Amount.

1.10 **Individual Settlement Payment.**

"Individual Settlement Payment(s)" shall mean the proportionate share of the Net Settlement Amount to be distributed to each Aggrieved Employee based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Aggrieved Employee Group during the PAGA Period.

1.11 **Net Settlement Amount.**

"Net Settlement Amount" or "NSA" shall mean Attorneys' fees, costs, and Plaintiff's general release/incentive payment, and settlement administration costs will be deducted from the Total Settlement Amount to calculate the Net Settlement Amount (NSA) to be distributed 75% to the LWDA and 25% to the Aggrieved Employees. The Parties intend that the NSA shall be sufficient to pay all valid claims of the Aggrieved Employee Group. Accordingly, if for any reason the total value of Individual Settlement Payments to Aggrieved Employee Group exceeds this amount, then payment to each Aggrieved Employee Group member will be adjusted on a pro-rated basis so that the total payout to the Aggrieved Employee Group does not exceed the NSA.

1.12 **PAGA:**

"PAGA" refers to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2699, *et seq.*

1.13 **PAGA List:**

"PAGA List" shall mean the information for each PAGA Member which Defendants shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each Settlement Class Member, the following information: (a) full name; (b) last-known mailing address; (c) telephone numbers; (d) Social Security number; (e) dates of employment; and (f) number of pay periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within 21 days of Defendants receiving written notification that the Court granted approval of the Settlement.

1.14 **PAGA Counsel:**

“PAGA Counsel” refers to Messrelian Law Inc., 101 N. Brand Blvd., Suite 1450, Glendale, CA 91203.

1.15 **Attorneys’ Fees and Costs:**

“Attorneys’ Fees and Costs” shall mean Attorneys’ Fees and Costs to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed one-third of the Total Settlement Amount for Attorneys’ fees (\$53,333.33) and in an amount not to exceed \$10,000.00 for Costs.

1.16 **Aggrieved Employee Group:**

“Aggrieved Employee Group,” “The Aggrieved Employees” and “Settlement Group Members” shall mean all non-exempt employees of AMERICAN SECURITY FORCE, INC. employed in California any time between March 11, 2021 through July 19, 2024.

1.17 **PAGA Period:**

“PAGA Period” means the period from March 11, 2021 through July 19, 2024 (“PAGA Period”). There is an estimated 6,930 pay periods in the PAGA Period.

1.18 **PAGA Release.**

See Released Claims.

1.19 **Parties.**

“Parties” shall mean Plaintiff and Defendants.

1.20 **Pay Periods.**

“Pay Periods” means the number of pay periods an Aggrieved Employee was employed during the PAGA Period.

1.21 **Plaintiff.**

“Plaintiff” and “PAGA Representative” shall mean Plaintiff LOURDES NINOSKA ARENAS PEREZ.

1.22 **Released Claims.**

“Released Claims” shall mean all PAGA claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period for PAGA

claims for civil penalties under the California Labor Code including, but not limited to, under California Labor Code sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and related IWC Wage Orders, based on the various theories of liability (including but not limited to meal periods, rest periods, inaccurate wage statements, and failure to timely pay wages during employment and at separation). This release is intended only to release aggrieved employees' PAGA claims.

1.23 Released Parties.

"Released Parties" shall mean AMERICAN SECURITY FORCE, INC., and includes any of their officers, directors, executives, partners, managers, owners, including but not limited to ALBERT CARL WILLIAMS, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, related entities and any other successors, assigns, or legal representatives.

1.24 Settlement.

"Settlement" shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.25 Settlement Administrator.

"Settlement Administrator" or "Administrator" shall mean Apex Class Action Administration the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The Administrator's fees and expenses are estimated to not exceed \$3790.00.

1.26 Settlement Distribution to Aggrieved Employees.

"Settlement Distribution to Aggrieved Employees" means Aggrieved Employee settlement shares will be calculated pro rata based on the number of pay periods worked in the PAGA Period.

2. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION

2.1 On May 16, 2022, Plaintiff filed her Action in Los Angeles Superior Court.

2.2 The Parties agreed to mediate with Laurie Saldana, and Plaintiff requested, and received, informal discovery to evaluate the claims and theories alleged. With the continued

assistance of the mediator, they were able to resolve the matter, the terms of which were memorialized in a Memorandum of Understanding executed by the Parties.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT

3.1 The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give and PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Aggrieved Employee Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Aggrieved Employee Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the Aggrieved Employee Group.

4. NO ADMISSION OF ANY LIABILITY

4.1 This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any

of the allegations or claims made against Defendants in the Action. Defendants denies each and all of Plaintiff's allegations in their entirety.

4.2 Nothing in this Agreement, the Memorandum of Understanding nor any action taken or made in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, this Agreement will not be admissible in this or any other proceeding as evidence that (i) the Action should proceed forward, or (ii) Defendants are liable to Plaintiff or the Aggrieved Employee Group as Plaintiff alleged. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action, including, but not limited to, their ability to move to compel arbitration, raise defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

5. **SETTLEMENT CONSIDERATION**

5.1 **Total Settlement and Net Settlement Amounts and Distribution.** The Total Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Attorneys' Fees and Costs, (c) Administration Expenses, (d) LWDA Payment, (e) Incentive Payment to Plaintiff (if any) and (f) the Individual Settlement Payments to Aggrieved Employee Group, and any other obligation of Defendants under this Agreement.

1 5.2 **Payments to Aggrieved Employee Group Members.** Each Aggrieved
2 Employee Group Member shall be eligible to receive an Individual Settlement Payment. The Parties
3 understand that Aggrieved Employee Group Members who receive an Individual Settlement
4 Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax
5 obligations associated with the payment.

6 5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts
7 paid under the Settlement will modify any previously credited hours, days, or weeks or service
8 under any employee benefit plan, policy or bonus program sponsored by Defendants (or their
9 affiliates, parents or successors). Such amounts will not form the basis for additional
10 contributions to, benefit under, or any other monetary entitlement under Defendants' sponsored
11 benefit plans, policies or bonus programs, if any. The payments made under the terms of this
12 Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary,
13 earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit
14 plans, policies or bonus programs, if any. Defendants retain the right to modify the language of
15 their benefits plans, policies and bonus programs to effect this intent and to make clear that any
16 amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of
17 service," or any similar measuring term as defined by applicable plans, policies and bonus
18 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
19 additional contributions or benefits are not required by this Agreement. Defendants do not
20 consider the Individual Settlement Payments "compensation" for purposes of determining
21 eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other
22 plan or program sponsored by Defendants (or their affiliates, parents or successors), if any.

23 5.4 **Attorneys' Fees and Costs.** As part of the motion for approval of the Settlement,
24 PAGA Counsel may submit an application for an award of Attorneys' Fees and Costs. Defendants
25 agrees not to object to any such fee, cost or expense application in line with this Agreement and in
26 an amount not to exceed one third of the Total Settlement Amount for attorneys' fees and \$10,000
27 for costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs
28 only in the manner reflected by this Agreement. Any Attorneys' Fees and Costs awarded by the

1 Court shall be paid from the Total Settlement Amount. If the PAGA Counsel voluntarily reduces
 2 the request for Attorneys' Fees and Costs or the Court's award is less than set forth above, the
 3 difference shall remain with the Net Settlement Amount.

4 The Attorneys' Fees and Costs approved by the Court shall encompass: (a) all work
 5 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
 6 represent the Settlement Group through the date of this Agreement; (b) all work to be performed
 7 and costs to be incurred in connection with approval by the Court of the Settlement set forth in this
 8 Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with
 9 administering the Class Settlement through the Effective Date; and (d) may be based on the Catalyst
 10 Theory and/or Common Fund Doctrine.

11 **5.5 Payment of Attorneys' Fees and Costs.** Attorneys' Fees and Costs as
 12 awarded by the Court shall be paid by the Settlement Administrator within ten (10) days of the
 13 Defendant fully funding the Gross Settlement Amount .

14 **5.7 Size of the Aggrieved Employee Group.** The Aggrieved Employee Group
 15 worked approximately 6,300 Pay Periods during the PAGA Period to date ("Pay Period Total"). If
 16 the number of Pay Periods increases by 10% beyond the Pay Period Total, one of the following will
 17 happen: (a) the Gross Settlement Amount will increase proportionally for the number of pay periods
 18 over 110% of 6,300; or (b) the PAGA Period will be cut-off as of the day that 6,930 pay periods
 19 have been worked. For example, if the total pay periods in the PAGA Period are 115% of 6,300, the
 20 Gross Settlement Amount shall increase by 5%.

21 **6. ADMINISTRATION COSTS AND EXPENSES**

22 **6.1 The Settlement Administrator's Costs and Expenses.** All costs and expenses
 23 due to the Settlement Administrator in connection with its administration of the Settlement described
 24 in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and
 25 Individual Settlement Payments, performing a National Change of Address database search to
 26 update Aggrieved Employee Group addresses prior to the mailing, performing skip-traces to locate
 27 and update Aggrieved Employee Group addresses, calculating, and distributing Individual
 28 Settlement Payments, and any other tasks requested by the Parties or by the Court, among other

tasks as reflected within this Agreement, will be paid through the Total Settlement Amount.

7. FUNDING AND DISTRIBUTION

7.1 Funding of the Gross Settlement Amount.

The Total Settlement Fund will be distributed as follows:

A. \$160,000 to Plaintiff for all PAGA claims, to be paid as follows:

- (1) \$25,000 within 30 days of the approval of the PAGA settlement;
- (2) The balance of \$135,000 to be paid over six (6) equal installments each month subsequent to the payment in Section 1(b)(i);
- (3) The payments under Section 1(b) shall be paid directly to the Claims Administrator agreed upon by counsel who shall then distribute those funds.

B. In the event that the Court does not approve the \$160,000 PAGA settlement, Plaintiff's counsel agrees to reduce his attorney's fees attendant to the PAGA settlement and contribute that amount to the PAGA settlement in order to obtain PAGA settlement approval.

7.2 Distribution of the Total Settlement Amount. Within 10 calendar days of Defendant fully funding the Gross Settlement Amount, which is estimated to be 7 months from Court Approval, the Administrator will pay to Aggrieved Employee Group members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Litigation Costs Payment; to the LWDA, the Court-approved LWDA Payment; Incentive Payment to Plaintiff (if any); and to the Administrator, the Court-awarded Administration Fees and Expenses.

7.3 Uncashed or Returned Checks. Funds from uncashed or returned checks (after the 180 day check cashing deadline) will be distributed to the State Controller's Unclaimed Property Fund in the name of the employees.

8. NULLIFICATION OF THIS AGREEMENT

8.1 Non-Approval of the Agreement. If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason

fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement (including the individual settlement accompanying the PAGA settlement) shall be considered null and void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. In the event the Court awards less than the requested amounts for Administration Fees, Attorneys' Fees and Costs, Incentive Payment to Plaintiff (if any), or the PAGA Payment, the difference shall become part of the Net Settlement Amount.

8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Total Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. **MOTION OR STIPULATION FOR COURT APPROVAL**

9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement.

10. **RELEASES AND WAIVERS**

10.1 **Aggrieved Employee Group Release.** Upon the Effective Date, Plaintiff, the Aggrieved Employee Group, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

11. **DUTIES OF THE PARTIES**

11.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may

1 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts,
 2 including all effects contemplated by this Agreement and any other efforts that may become
 3 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
 4 practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendants
 5 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final
 6 approval of this Agreement.

7 11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by
 8 all of the terms of the Settlement in good faith and to support the Settlement fully and to use their
 9 best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral
 10 attack.

11 12. **MISCELLANEOUS PROVISIONS**

12 12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that,
 13 except for matters expressly represented herein, the facts in relation to the dispute and all claims
 14 released by the terms of this Agreement may turn out to be other than or different from the facts
 15 now known by each party and/or their counsel, or believed by such Party or counsel to be true, and
 16 each Party therefore expressly assumes the risk of the existence of different or presently unknown
 17 facts, and agrees that this Agreement shall be in all respects effective and binding despite such
 18 difference.

19 12.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
 20 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
 21 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
 22 action, or right herein released and discharged except as set forth herein.

23 12.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
 24 be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any
 25 other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
 26 wrongdoing toward each other or any other person. Each of the Parties has entered into this
 27 Agreement with the intention to avoid further disputes and litigation with the attendant
 28 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by

1 Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action.
 2 Nothing herein shall constitute any admission by Defendants regarding the merits of the Claims in
 3 this Action. Nothing herein shall constitute an admission by Defendants that the Action was
 4 properly brought as a representative action other than for settlement purposes. To the contrary,
 5 Defendants have denied and continue to deny each and every material factual allegation and all
 6 Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement,
 7 and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the
 8 Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of
 9 any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations
 10 in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or
 11 evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative
 12 proceeding in any court, administrative agency or other tribunal.

13 12.4 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to
 14 limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter
 15 has been resolved to the satisfaction of the Parties. Plaintiff and Defendants, and their respective
 16 counsel shall not initiate public comment and/or discuss with or present to the media or press.

17 12.5 **Construction.** The Parties hereto agree that the terms and conditions of this
 18 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
 19 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
 20 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
 21 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
 22 extended to the next business day.

23 12.6 **Governing Law.** This Agreement is intended to and shall be governed by the
 24 laws of the State of California, without regard to conflict of law principles, in all respects, including
 25 execution, interpretation, performance, and enforcement.

26 12.7 **Captions and Interpretations.** Section titles or captions contained herein are
 27 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
 28 describe the scope of this Agreement or any provision thereof.

1 12.8 **Modification.** This Agreement may not be changed, altered, or modified, except
2 in writing signed by the Parties and approved by the Court. This Agreement may not be discharged
3 except by performance in accordance with its terms or by a writing signed by the Parties.

4 12.9 **Integration Clause.** This Agreement contains the entire agreement between the
5 Parties relating to the Settlement of the Action and the transactions contemplated thereby (with the
6 exception of Plaintiff's individual settlement agreement), and all prior or contemporaneous
7 agreements, understandings, representations, and statements, whether oral or written, and whether
8 by a party or such party's legal counsel, are hereby superseded (with the exception of Plaintiff's
9 individual agreement). No rights under this Agreement may be waived except in writing as provided
10 above.

11 12.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
12 benefit of the Parties and the Aggrieved Employee Group and their respective present and former
13 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
14 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
15 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint
16 ventures, predecessors, successors, and assigns.

17 12.11 **Corporate Signatories.** Any person executing this Agreement or any such
18 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants
19 and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
20 corporation or partnership to execute this Agreement or any such related document.

21 12.12 **Execution in Counterparts.** This Agreement shall become effective upon its
22 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
23 execution of counterparts shall have the same force and effect as if all Parties had signed the same
24 instrument.

25 12.13 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically
26 provided for herein, each Party shall bear their or its own attorneys' fees, costs and expenses, taxable
27 or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
28 thereof from any other Party to this Agreement.

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the
3 date of the latest signature.

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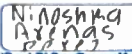
1 Dated: 1/8/2026

NINOSHKA ARENAS PEREZ

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3

By:


ID mKfR2PqG0pnuMro8A0kQYUa

Ninoshka Arenas Perez, Plaintiff

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5 Dated:

ALBERT CARL WILLIAMS

6

7

By:

Albert Carl Williams, Defendant

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9 Dated:

AMERICAN SECURITY FORCE, INC.

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By:

12

Name: Albert Williams

13

Title: President

14

15 Dated: 1/8/2026

MESSRELIAN LAW INC.

16

17

By:


ID TGBX0ccqVTFAYMRZvcDzmJvI

Harout Messrelian

18

Attorney for Plaintiff

19

LOURDES NINOSKA ARENAS PEREZ

20

21 Dated:

BRADLEY, GMELICH & WELLERSTEIN LLP

22

23

By:

Jaimee K. Wellerstein

24

Jean-Paul Le Clercq

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Attorneys for Defendants, American Security
Force, Inc. and Albert Carl Williams

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1 Dated: NINOSHKA ARENAS PEREZ

2

3 By: _____
4 Ninoshka Arenas Perez, Plaintiff

5 Dated: 1/21/2026 ALBERT CARL WILLIAMS

6 Signed by:
7 By: Albert Williams
8 63EA234C26664D1
9 Albert Carl Williams, Defendant

9 Dated: 1/21/2026 AMERICAN SECURITY FORCE, INC.

10 Signed by:
11 By: Albert Williams
12 63EA234C26664D1

13 Name: Albert Williams

14 Title: President

15 Dated: MESSRELIAN LAW INC.

16

17 By: _____
18 Harout Messrelian

19 Attorney for Plaintiff
20 LOURDES NINOSKA ARENAS PEREZ

21 Dated: January 21, 2026 BRADLEY, GMELICH & WELLERSTEIN LLP

22

23 By: 
24 Jaimee K. Wellerstein
25 Jean-Paul Le Clercq

26 Attorneys for Defendants, American Security
27 Force, Inc. and Albert Carl Williams

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Notice of PAGA Settlement and Release of Claims

Lourdes Ninoska Arenas Perez v. American Security Force, Inc. et al.
Los Angeles County Superior Court Case No. 22STCV16168

<<EmployeeName>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Lourdes Ninoska Arenas Perez (“Plaintiff”) on behalf of herself and all other alleged aggrieved employees against American Security Force, Inc. and Albert Carl Williams (collectively “American Security Force”).

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to payment of wages, meal and rest breaks, and related claims. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other alleged aggrieved employees under the Private Attorneys General Act (“PAGA”).

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.

American Security Force maintains that it was in compliance with the California Labor Code at all times and entered 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.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: all current and former non-exempt employees of American Security Force in California from March 11, 2021 through July 19, 2024.

The “PAGA Period” is defined as March 11, 2021 through July 19, 2024.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all alleged Aggrieved Employees during the PAGA Period is _____.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each alleged Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all alleged Aggrieved Employees.

III. RELEASE

“Released Parties” shall mean AMERICAN SECURITY FORCE, INC., and includes any of their officers, directors, executives, partners, managers, owners, including but not limited to ALBERT CARL WILLIAMS, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, related entities and any other successors, assigns, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all alleged 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; and/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”).

The PAGA Released Claims include, but are not limited to, claims under the PAGA based on California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2802, 3700.5, and the applicable Industrial Welfare Commission Wage Order No. 4-2001, as well as claims for attorneys’ fees, costs, or interest resulting therefrom.

Upon entry of the Order approving the Settlement, any alleged Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Apex Class Action Administration at _____ 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 event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller’s Unclaimed Property Fund in the name of the employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2


Quotation Request:

Harout Messrelian
Messrelian Law
hm@messrelianlaw.com

Case Name:

Perez v American Security Force

Date:

Thursday, November 13, 2025

RFP Number:

201880022

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications

Number of Aggrieved Employees	200
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
Sub Total:				\$275.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	Waived
Bilingual Toll-Free Contact Center	Static Rate	\$53.50	1	\$53.50
NCOA Address Update (USPS)	Static Rate	\$24.02	1	\$24.02
Certified Language Translation: Spanish	Static Rate	\$300.00	1	\$300.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$377.52



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.00	200	\$200.00
USPS First Class Postage	Per Piece	\$0.73	200	\$146.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	20	\$50.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$250.00	1	\$250.00
Sub Total:				\$2,566.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$355.00

WILL NOT EXCEED:				\$3,790.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.
11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership of the programs, system data, and materials provided by Apex to the Client** during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion of the administration and unless retention instructions are ordered by the court,** Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement.** All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions.** No choice of law or conflict of laws provisions shall affect this governing law provision.
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3