

1 Daniel V. Santiago (SBN 206532)
2 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
3 355 South Grand Avenue, Suite 2450
4 Los Angeles, California 90071
5 Phone: (760) 652-9801
6 Facsimile: (760) 652-9802
7 E-mail: dvs@dvslawoffices.com
8 Attorney for the Plaintiff, Joshua E. Daniels

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

JOSHUA E. DANIELS, individually and as
representative of the State of California on
behalf of all aggrieved employees,

Plaintiff,

v.

ADMIRAL SECURITY SERVICES, INC., a
California corporation, and DOES 1 through 20,
inclusive,

Defendants.

Case No. 22GDCV00184

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER: (1) APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF HIMSELF
AND DISMISSING THOSE CLAIMS
WITH PREJUDICE; AND (2)
DISMISSING PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF THE OTHER
AGGRIEVED EMPLOYEES WITHOUT
PREJUDICE**

Court Reservation Number: 989278026180

Judge: The Honorable Judge David A. Rosen
Department: E
Complaint Filed: April 15, 2022

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, Joshua E. Daniels, in the above-captioned action against the Defendant, Admiral Security Services, Inc., currently pending before the Honorable Judge David A. Rosen in the Superior Court of the State of California, County of Los Angeles, Glendale Courthouse, Case No. 22GDCV00184 ("the Action").

2. I respectfully submit this declaration in support of Plaintiff's Unopposed Motion for an Order: (1) approving the settlement of Plaintiff's PAGA claims on behalf of himself and dismissing those claims with prejudice; and (2) dismissing Plaintiff's PAGA claims on behalf of the other aggrieved employees without prejudice ("Plaintiff's Unopposed Motion").

3. Plaintiff's claims against Defendant in the Action are alleged in Plaintiff's Individual and Representative Action Complaint ("Plaintiff's Complaint") that Plaintiff filed on or about April 15, 2022. Plaintiff's Complaint is the operative complaint in the Action.

4. Plaintiff's claims in this action are based upon various alleged violations of the California Labor Code (hereinafter referred to as "Labor Code") and Industrial Welfare Commission (hereinafter referred to as "IWC") Wage Order No. 4-2001 including, *inter alia*, civil penalties under the Private Attorneys General Act of 2004 (hereinafter referred to as "PAGA"), Labor Code §2698 et seq..

5. As used herein and in Plaintiff's Original and First Amended Complaints against Defendants in the Action, the term "aggrieved employees" is defined as all California residents who were employed by Defendant as loss prevention agents and/or security guards and worked for Defendant in Los Angeles County, California, at any time within the time period of one (1) year preceding the filing of the Complaint up to and through the date of the trial of the Action.

6. Plaintiff's claims in this action arise from Defendant's alleged failures, *inter alia*: (a) to pay wages for all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, §§3(A) and 4(B) (First Cause of Action) and PAGA penalties relating thereto (Fifth Cause of Action); (b) to pay reporting-time wages in violation of IWC Wage Order No. 4-2001, §5 (Second Cause of Action) and PAGA penalties relating thereto (Sixth Cause of Action); (c) to furnish accurate itemized wage statements in violation of Labor Code §226(a) (Third Cause of Action) and PAGA penalties relating thereto (Seventh Cause of Action); and (d) to timely pay all wages due upon termination of employment in violation of Labor Code §§201 - 203 (Fourth Cause of Action) and PAGA penalties relating thereto (Eighth Cause of Action). (Santiago Decl., ¶6).

1 7. I am informed by Defendant's counsel that Defendant denies the material allegations
2 in Plaintiff's Complaint. I am further informed by Defendant's counsel that Defendant denies any
3 violation of the Labor Code or other wrongdoing.

4 8. If the Court grants the relief requested in Plaintiff's Unopposed Motion, Plaintiff
5 would respectfully request that the Court vacate all dates on its calendar relating to the Action. Of
6 note, an initial case management conference has been scheduled for September 14, 2022, at 8:30
7 a.m. in Department E of the Los Angeles Superior Court, Glendale Courthouse, and this case is not
8 currently set for trial.

9 9. The parties have executed a Confidential Settlement Agreement and Mutual Release
10 of All Claims ("Settlement Agreement") reflecting the settlements of Plaintiff's individual PAGA
11 claims against the Defendants for Five Hundred Dollars (\$500) and Plaintiff's individual non-
12 PAGA claims against the Defendants for Thirteen Thousand Two Hundred Fifty Dollars (\$13,250),
13 for a Gross Settlement Amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750). A
14 true and correct copy of the parties' Settlement Agreement is attached hereto as Exhibit 1.

15 10. Under the Settlement Agreement, Defendant shall pay a Gross Settlement Amount of
16 Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) as follows: (a) Three Hundred Seventy
17 Five Dollars (\$375) to the Labor and Workforce Development Agency ("LWDA") in connection
18 with the settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself (i.e.,
19 75% of the PAGA settlement in accordance with Labor Code §2699(i)); (b) One Hundred Twenty
20 Five Dollars (\$125) to Plaintiff in connection with the settlement of Plaintiff's PAGA claims
21 against the Defendant on behalf of himself (i.e., 25% of the PAGA settlement in accordance with
22 Labor Code §2699(i)); (c) Five Hundred Dollars (\$500) to Plaintiff in connection with the
23 settlement of Plaintiff's individual non-PAGA / wage-related claims against the Defendant (to be
24 reported on an IRS Form W-2 and its state and local equivalents); (d) Six Thousand One Hundred
25 Twenty Five Dollars (\$6,125) to Plaintiff in connection with the settlement of Plaintiff's individual
26 non-PAGA / non-wage-related claims and general damages against the Defendant (to be reported on
27 an IRS Form 1099 and its state and local equivalents); and (e) Six Thousand Six Hundred Twenty
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1 Five Dollars (\$6,625) to Plaintiff's counsel's firm in connection with the settlement of Plaintiff's
2 individual non-PAGA claims against the Defendant (to be reported on an IRS Form 1099 and its
3 state and local equivalents).

4 11. Notably, the parties' Settlement Agreement (including, *inter alia*, the parties'
5 agreement to settle Plaintiff's individual PAGA claims against the Defendant for Five Dollars
6 (\$500)) is subject to, and expressly conditioned upon, the Court's entry of an Order: (a) approving
7 of the settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself and
8 dismissing those PAGA claims with prejudice; (b) dismissing Plaintiff's PAGA claims against
9 Defendant on behalf of the other aggrieved employees of Defendant without prejudice; and (c)
10 dismissing Plaintiff's non-PAGA claims against the Defendant with prejudice.

11 12. I respectfully submit that the proposed settlement of Plaintiff's PAGA claims against
12 the Defendant on behalf of himself is fair and reasonable in light of the following factors, among
13 others: (a) I have conducted sufficient investigation of the facts underlying Plaintiff's claims that
14 support my conclusion that the proposed settlement of Plaintiff's PAGA claims against the
15 Defendant on behalf of himself is fair and reasonable (such investigation and discovery have
16 included, *inter alia*, engaging in numerous, detailed conversations with my client regarding the
17 underlying facts and the status of the parties' settlement discussions); (b) any settlement, including
18 the proposed settlement in the Action, should take into consideration the time, inconvenience and
19 uncertainty of trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly
20 aggrieved employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with
21 the remaining 75% to be paid to the LWDA; and (d) as explained in detail below, the proposed
22 settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself for Five Hundred
23 Dollars (\$500) reflects my evaluation of a fair and reasonable settlement of those PAGA claims.

24 13. Plaintiff estimates that the civil penalties potentially recoverable with regard to his
25 PAGA claims against the Defendant on behalf of himself that are based upon the direct, non-
26 derivative violations of the Labor Code and IWC Wage Order No. 4-2001 alleged in the Complaint
27 (i.e., Defendant's alleged failures to pay wages for all hours worked off-the-clock in violation of
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Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, §§3(A) and 4(B) and to pay reporting-time wages in violation of IWC Wage Order No. 4-2001, §5) is approximately \$1,700.¹ This estimate is calculated as follows:

Type Of Claim	Amount	Description
PAGA Penalty For Failure To Pay Wages For All Hours Worked Off-The-Clock (Per Pay Period Penalty)	\$1,650	\$50 for the initial pay period + \$100 for each of the subsequent 16 pay periods = \$1,650 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's PAGA claim against the Defendant on behalf of himself for Defendant's alleged failure to pay wages for all hours worked off-the-clock is the 17-week time period of December 9, 2021, to April 7, 2022, when he was employed by Defendant, as alleged in the Complaint.</i>
PAGA Penalty For Failure to Pay Reporting-Time Wages (Per Pay Period Penalty)	\$50	\$50 for the initial pay period (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's PAGA claim against the Defendant on behalf of himself for Defendant's alleged failure to pay reporting-time wages is the week including April 2, 2022 when he reported to work at the start of his regularly scheduled shift as required by Defendant, he was sent home from work shortly thereafter (thereby being furnished with less than half of his usual or scheduled day's work) because of inadequate staffing and/or lack of proper notice by ASSI, as alleged in the Complaint.</i>
	\$1,700	

14. For settlement purposes, it is reasonable to discount Plaintiff's estimate of the civil penalties potentially recoverable with regard to his PAGA claims against the Defendant on behalf of himself that are based upon the direct, non-derivative violations of the Labor Code and IWC Wage Order No. 4-2001 alleged in the Complaint (\$1,700) by 50% to reflect the benefits of avoiding the delays associated with continued litigation and by another 50% to reflect the uncertainty of obtaining a favorable verdict at trial. The resulting figure is \$425 which I contend would be a fair and reasonable settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself for \$500 exceeds that figure.

¹ Plaintiff asserts two claims that are derivative of Defendants' alleged failure to pay all wages due and owing to him. More specifically, those derivative claims are Defendants' alleged failures: (1) to furnish accurate itemized wage statements in violation of Labor Code §226(a); and (2) to timely pay all wages due upon termination of employment in violation of Labor Code §§201-203.

1 15. An Order dismissing Plaintiff's PAGA claims on behalf of the other aggrieved
2 employees without prejudice is warranted, in part because two previously-filed representative
3 PAGA actions against the Defendant are pending in other California state courts. More specifically,
4 on April 28, 2022, Defendant's counsel called to my attention the following two representative
5 PAGA actions against Defendant of which Plaintiff and I were unaware when I filed Plaintiff's
6 Complaint in this action on April 15, 2022: *D'Artagnan Hutcherson vs. Admiral Security Services,*
7 *Inc.*, Fresno Superior Court, Case No. 20 CECG 02863 (filed on September 29, 2020); and *Gustavo*
8 *Sanchez v. Admiral Security Services, Inc.*, Contra Costa County Superior Court, Case No. C21-
9 01792 (filed on August 27, 2021). Based upon my review of the operative complaints in the
10 *Hutherson* and *Sanchez* cases, all of Plaintiff's PAGA claims in this action (except possibly
11 Plaintiff's PAGA claims against Defendant for Defendant's alleged failure to pay reporting-time
12 wages) are related to (and, therefore, would fall within) the PAGA claims in the *Hutherson* and
13 *Sanchez* cases. Given the pendency of the previously-filed *Hutherson* and *Sanchez* cases and the
14 PAGA claims alleged therein, there are ample grounds for the Court to dismiss Plaintiff's PAGA
15 claims in this action without prejudice.

16 16. Notice of this representative action has not been required to be provided (and has not
17 been provided) to the other aggrieved employees, and the proposed dismissals described herein will
18 not prejudice any of the other aggrieved employees. *See, e.g., Baumann v. Chase Inv. Servs. Corp.*,
19 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice requirements for unnamed aggrieved
20 employees, nor may such employees opt out of a PAGA action); *O'Connor v. Uber Techs., Inc.*,
21 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does not require class actions procedures,
22 such as notice and opt-out rights."); and *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL
23 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need not be given notice of the
24 PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.")

25 17. The following additional factors support the conclusion that the proposed dismissals
26 described herein will not prejudice any of the other aggrieved employees: (a) the *Baumann*,
27 *O'Connor* and *Ochoa-Hernandez* cases cited above support the proposition that unnamed aggrieved
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1 employees need not be given notice of the PAGA claims; (b) I am unaware of any other aggrieved
2 employees' reliance on the Plaintiff or me to prosecute this representative action for his or his
3 benefit; and (c) I am unaware of any factor that prevents any other aggrieved employee from
4 pursuing individual claims against the Defendant if he or she elects to do so.

5 18. I respectfully submit that the relief requested by Plaintiff's Unopposed Motion is
6 further warranted in light of the following factors, among others: (1) the parties are prepared to
7 consummate their Settlement Agreement immediately after the Court approves of the settlement of
8 Plaintiff's PAGA claims on behalf of himself and dismisses those PAGA claims with prejudice,
9 dismisses Plaintiff's PAGA claims on behalf of other aggrieved employees without prejudice, and
10 dismisses Plaintiff's non-PAGA claims with prejudice; and (2) there is no just reason to delay the
11 consummation of the parties' Settlement Agreement.

12 19. I respectfully submit that my background and experience summarized below support
13 my conclusion that the proposed settlement of Plaintiff's PAGA claims against Defendant on behalf
14 of himself is fair and reasonable.

15 20. As to my educational background, I am a graduate of The University of Michigan
16 Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston,
17 Illinois (double-majors in Economics and Political Science in 1993).

18 21. As to my professional background, I have more than 25 years of experience handling
19 a wide variety of complex civil litigation. Additionally, I have substantial experience handling
20 wage and hour litigation including wage and hour class actions, as described more fully below.

21 22. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced
22 law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation
23 firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill,
24 Lewin, Rez & Engel ("Sullivan Hill") in San Diego, California and Skadden, Arps, Slate, Meagher
25 & Flom ("Skadden Arps") in Los Angeles, California.

26 23. I have had substantial experience prosecuting class actions including, *inter alia*:
27 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
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1 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
2 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
3 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
4 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
5 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
6 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
7 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
8 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
9 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
10 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
11 granted).

12 24. I have had substantial experience in the following cases for which courts have issued
13 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
14 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
15 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*
16 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
17 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

18 25. I estimate that I have invested at least 40 hours in the prosecution of Plaintiff's
19 claims in this Action (i.e., at least 30 hours investigating the underlying facts, preparing and filing
20 Plaintiff's Individual and Representative Action Complaint, and preparing and filing Plaintiff's First
21 Amended Individual and Representative Action Complaint; at least 5 hours engaging in settlement
22 communications with Defendant's counsel; and at least 5 hours preparing and filing Plaintiff's
23 Unopposed Motion seeking the approval of the settlement of Plaintiff's PAGA claims against the
24 Defendant on behalf of himself and the dismissal of those PAGA claims with prejudice).

25 26. My hourly rate is \$375 which various California Superior Courts have approved in
26 connection with class action settlements. Accordingly, the reasonable value of my legal services in
27 this action (more than \$15,000 [\$375 per hour X at least 40 hours]) far exceeds the settlement funds
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1 to be received by my firm in connection with the settlement of Plaintiff's individual PAGA claims
2 (\$0) and the settlement funds to be received by my firm in connection with the settlement of
3 Plaintiff's individual non-PAGA claims (i.e., \$6,625).

4 27. Via e-mail on September 6, 2022, I provided Defendant's counsel with proposed
5 final drafts of those papers. By reply email on September 7, 2022, Defendants' counsel informed
6 me that he did not have any comments on those papers.

7 28. On September 8, 2022, immediately before filing Plaintiff's Unopposed Motion and
8 related papers in the Los Angeles County Superior Court, I submitted copies of those papers to the
9 LWDA (via online filing with the LWDA). A true and correct copy of the email I received from the
10 DIR PAGA Unit on behalf of the LWDA confirming my submission of those papers to the LWDA
11 earlier that day is attached hereto as Exhibit 2.

12 29. I do not anticipate receiving any objection or other communication from the LWDA
13 regarding the relief requested in Plaintiff's Unopposed Motion. I will advise the Court whether I
14 have received any such objection or other communication from the LWDA during the hearing on
15 Plaintiff's Unopposed Motion.

16 I declare under penalty of perjury under the laws of California that the foregoing is true and
17 correct, and that this declaration was executed on September 8, 2022.

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19 Daniel V. Santiago
20 Attorney for Plaintiff, Joshua E. Daniels
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EXHIBIT 1

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and Mutual Release of All Claims (hereinafter referred to as "this Agreement") is made by and between the Plaintiff, Joshua E. Daniels, on the one hand, and the Defendant, Admiral Security Services, Inc., a California corporation, on the other hand. Plaintiff and Defendant are hereinafter referred to as "the Parties."

WHEREAS, Plaintiff has filed a civil action against Defendant in the Superior Court of California, County of Los Angeles, Glendale Courthouse, Case No. 22GDCV00184, captioned *Joshua E. Daniels, individually and on behalf of all aggrieved employees v. Admiral Security Services, Inc., a California corporation* ("the Action");

WHEREAS, Plaintiff asserts claims against Defendant in the Action for various alleged violations of the California Labor Code (hereinafter referred to as "Labor Code") and Industrial Welfare Commission (hereinafter referred to as "IWC") Wage Order No. 4-2001 including, *inter alia*, civil penalties under the Private Attorneys General Act of 2004 (hereinafter referred to as "PAGA"), Labor Code §2698 et seq.;

WHEREAS, Plaintiff's claims against Defendant in the Action arise from Defendant's alleged failures, *inter alia*: (a) to pay wages for all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, §§3(A) and 4(B); (b) to pay reporting time-wages in violation of IWC Wage Order No. 4-2001, §5; (c) to furnish accurate itemized wage statements in violation of California Labor Code §226(a); (d) to timely pay all wages due upon termination of employment in violation of California Labor Code §§201-203; (e) PAGA Penalties Under Labor Code §2698 et seq. for failure to pay wages for all hours worked off-the-clock; (f) PAGA Penalties Under Labor Code §2698 et seq. for Defendant's failure to pay reporting-time wages; (g) PAGA Penalties Under Labor Code §2698 et seq. for Defendant's failure to furnish accurate itemized wage statements; and (h) PAGA Penalties Under Labor Code §2698 et seq. for Defendant's failure to timely pay all wages due upon termination of employment. The foregoing claims are alleged in Plaintiff's Individual and Representative Action Complaint against Defendant ("the Complaint") that Plaintiff filed on or about April 15, 2022.

WHEREAS, Defendant denies all material allegations in the Complaint and further denies any liability or wrongdoing whatsoever;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that Plaintiff may have against Defendant and all Defendant Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Plaintiff's prior work for Defendant;

NOW, THEREFORE, in consideration of the mutual promises and releases made herein, the Parties hereby agree as follows:

- I. Consideration to Plaintiff. Defendant will send to Plaintiff's counsel (Daniel V.

Santiago, Law Offices of Daniel V. Santiago, P.C., 355 South Grand Avenue, Suite 2450, Los Angeles, California 90071, phone: 760-652-9801, email: dvs@dvsllawoffices.com) via overnight delivery the following settlement checks in the total amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) to settle all of the Plaintiff's individual claims against the Defendant and Defendant Releasees as defined herein (whether or not asserted in the Action):

a. *Settlement of Plaintiff's Individual PAGA Claims Against Defendant.*

Within fourteen (14) calendar days of the date of Plaintiff's signature of this Agreement or within seven (7) calendar days of the date of Defendant's receipt of notice of entry by the Los Angeles County Superior Court ("Court") of an Order approving the settlement of Plaintiff's PAGA claims against Defendant on behalf of himself (hereinafter referred to as "Plaintiff's individual PAGA claims"), dismissing Plaintiff's individual PAGA claims against Defendant with prejudice, and dismissing Plaintiff's PAGA claims against Defendant on behalf of the other aggrieved employees without prejudice, whichever date is later, Defendant will send to Plaintiff's counsel via overnight delivery two (2) checks in the total amount of Five Hundred Dollars (\$500) to settle all of Plaintiff's individual PAGA claims against Defendant (whether or not plead in the Action) as follows: (1) one check payable to "Labor and Workforce Development Agency" (hereinafter referred to as "LWDA") in the amount of Three Hundred Seventy Five Dollars (\$375); and (2) one check payable to "Joshua E. Daniels" in the amount One Hundred Twenty Five Dollars (\$125). The aforementioned payments to the LWDA and Plaintiff are civil penalties paid for the settlement and release of Plaintiff's individual PAGA claims against Defendant.

b. *Settlement Of Plaintiff's Individual Non-PAGA Claims Against Defendant.*

As to the settlement of Plaintiff's remaining individual non-PAGA claims against Defendant (whether or not plead in the Action), Defendant will send to Plaintiff's counsel via overnight delivery the following checks in the total amount of Thirteen Thousand Two Hundred Fifty Dollars (\$13,250) as follows:

i. Within fourteen (14) calendar days of the date of Plaintiff's signature of this Agreement or within seven (7) calendar days of the date of Defendant's receipt of notice of entry by the Court of an Order approving the settlement of Plaintiff's individual PAGA claims against Defendant, dismissing Plaintiff's individual PAGA claims against Defendant with prejudice, and dismissing Plaintiff's PAGA claims against Defendant on behalf of the other aggrieved employees without prejudice, whichever date is later, Defendant will send to Plaintiff's counsel via overnight delivery three (3) checks in the total gross amount of Thirteen Thousand Two Hundred Fifty Dollars (\$13,250) as follows: (1) one check payable to the "Joshua E. Daniels" in the amount of Five Hundred Dollars (\$500), less payroll deductions and withholdings, paid in settlement of Plaintiff's wage-related claims against Defendant; (2) one check payable to "Joshua E. Daniels" in the amount of Six Thousand One Hundred Twenty Five Dollars (\$6,125), without any deductions or withholdings, paid in settlement of Plaintiff's non-wage-related claims and general damages against Defendant; and (3) one check payable to "Law Offices of Daniel V. Santiago, P.C." in the amount of Six Thousand Six Hundred Twenty Five Dollars (\$6,625), as payment for attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims against Defendant in the Action.

ii. Defendant shall report the aforementioned settlement payment of \$125 to Plaintiff in settlement of his individual PAGA claims on an IRS Form 1099 and its state and local equivalents.

iii. Defendant shall report the aforementioned settlement payment of \$500 to Plaintiff in settlement of his individual wage-related claims on an IRS Form W-2 and its state and local equivalents.

iv. Defendant shall report the aforementioned settlement payment of \$6,125 to Plaintiff in settlement of his individual non-wage-related claims and general damages on an IRS Form 1099 and its state and local equivalents.

v. Defendant shall report the aforementioned settlement payment of \$6,625 to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) on an IRS Form 1099 and its state and local equivalents.

c. It is understood and agreed that, if any of the settlement payments described above is more than five (5) calendar days late, then the Plaintiff reserves his rights in the exercise of his sole discretion to file suit against Defendant for recovery of any sums owing under this Agreement and to seek attorney's fees in connection therewith. It is further understood and agreed that, if the Plaintiff obtains a judgment against Defendant with regard to such suit for late payment of any of the settlement amounts described above, then Defendant agrees to pay Plaintiff's attorney's fees as awarded by the Court pursuant to this paragraph.

d. Plaintiff agrees to pay federal, state, and/or local taxes, if any, that he is required by law to pay with respect to this Agreement. Plaintiff agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

2. Effective Date. This Agreement shall not impose any obligations until the Effective Date. This Agreement is not effective until all of the following conditions have been satisfied: (a) Defendant's counsel receives executed copies of this Agreement and IRS Form W-4 from Plaintiff and Forms W-9s from Plaintiff and Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.); (b) the Court enters an order approving the settlement of Plaintiff's individual PAGA claims against Defendant and dismissing those PAGA claims with prejudice; (c) the Court dismisses Plaintiff's PAGA claims on behalf of the other allegedly aggrieved employees against Defendant without prejudice; (d) the Court dismisses Plaintiff's individual non-PAGA claims against Defendant with prejudice; and (e) the 7-day revocation period in Paragraph 5 expires. Occurrence and satisfaction of all conditions set forth in this Paragraph constitute the "Effective Date" of this Agreement. It is understood and agreed by the Parties that, shortly after this Agreement is fully executed by the Parties, Plaintiff and Plaintiff's counsel shall take all steps they deem necessary to obtain the Court's entry of an Order: (a) approving the settlement

of Plaintiff's individual PAGA claims against Defendant and dismissing those claims with prejudice; (c) dismissing Plaintiff's PAGA claims on behalf of the other allegedly aggrieved employees against Defendant without prejudice; and (d) dismissing Plaintiff's individual non-PAGA claims against Defendant with prejudice. Such steps may include, *inter alia*, Plaintiff's ex parte application and/or motion for an Order granting such relief. It is understood and agreed by the Parties that Plaintiff and Plaintiff's counsel may elect to provide the Court with a copy of this Agreement, for in-camera review, in connection with such ex parte application and/or motion for an Order granting such relief.

3. Mutual Releases of All Claims.

a. Plaintiff hereby and forever releases Defendant and all of its past, present, and future parent companies, affiliates, subsidiaries, joint employers, co-employers, payroll services, temporary-hiring agencies, divisions, predecessors, successors, assigns and related companies, as well as their respective current, former and future directors, officers, board members, members, employees, agents, attorneys, insurers, agents, shareholders, attorneys, auditors, accountants, benefits administrators or third-party administrators, experts, vendors, clients, contractors, representatives, partners, other persons acting on their behalf, assigns and all related entities (collectively, the "Defendant Releasees") from, and covenants not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, debts, liabilities, losses, penalties, damages, restitution, injunctive relief, or a remedy of any other type, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, fixed or contingent, that he may possess against Defendant and/or any of the Defendant Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

i. any and all claims under any theory of law, whether common, constitutional, in equity, contractual, tort, statutory or other of any jurisdiction, foreign or domestic, which Releasor had or may claim to have against the Defendant and Defendant Releasees relating to or arising from Plaintiff's hiring by Defendant and Plaintiff's subsequent working relationship with Defendant and the termination of such relationship;

ii. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; failure to prevent discrimination, harassment, or retaliation; hostile work environment; breach of contract, express and implied; interference with contract; breach of covenant of good faith and fair dealing; promissory estoppel; infliction of emotional distress; fraud; misrepresentation; interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; suitable seating; failure to accommodate; failure to engage in the interactive process; injunctive relief; detrimental reliance; loss of consortium; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

iii. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights

Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Plaintiff Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Private Attorneys' General Act ("PAGA"); the California Labor Code; and the California Workers' Compensation Act, except as prohibited by law;

iv. any and all claims for violation of the federal or any state constitution;

v. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

vi. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement;

vii. any and all claims arising out of Plaintiff's or Defendant's provision of services to Defendant's clients; and

viii. any and all claims for attorneys' fees and costs.

b. Defendant hereby and forever releases Plaintiff and his heirs, family members, executors, agents and assigns (collectively, the "Plaintiff Releasees") from, and covenant not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Defendant may possess against Plaintiff and/or any of the Plaintiff Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement.

c. The mutual releases contained herein shall remain in effect in all respects as complete general releases as to the matters released. The mutual releases contained herein do not extend to any obligations incurred under this Agreement or to enforcement of this Agreement. Nothing in this Agreement shall be construed to release claims arising after execution of this Agreement, or claims that, by law, cannot be waived.

4. California Civil Code Section 1542. The Parties to this Agreement acknowledge that they have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

The Parties, being aware of said code section, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect and acknowledge that this waiver may result in the release of claims or potential claims that were unknown to them at the time of entering this Agreement, or the release of claims or potential claims that they may not have fully understood at the time of entering into this Agreement, but nonetheless accept these acknowledged risks and waives the statutory protections.

5. Waiver of ADEA Rights. Plaintiff expressly acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff might otherwise have under ADEA, and that the consideration given for this waiver and release is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this writing, as required by the ADEA, that: (i) Plaintiff's waiver and release do not apply to rights or claims that might arise after the date Plaintiff signs this Agreement; (ii) Plaintiff has the right to consult with an attorney prior to executing this Agreement; (iii) Plaintiff has twenty-one (21) days to consider this Agreement; and (iv) Plaintiff has seven (7) days following his execution of this Agreement to revoke by delivering written notice of such revocation to Defendant's counsel.

6. Dismissal of Lawsuit and No Future Lawsuits. Other than the Action by Plaintiff against Defendant (to be dismissed), the Parties represent and warrant that they have not commenced and will not commence any action, cause of action, suit, claim, grievance, arbitration, complaint or charge against any Party or Defendant Releasees, with any court, tribunal, or governmental agency, or any other entity with respect to claims that did arise, or could have arisen, out of or in any way related to Plaintiff's employment with Defendant. The Parties represent that they do not intend to bring any claims on their own behalf or on behalf of any other person or entity against any other Party and agree that they will not file any lawsuits or other actions asserting any claims released by this Agreement. All Parties agree that they shall request dismissal of any actions or charges if a third party or agency institutes such claims on their behalf.

7. No Liens. Plaintiff warrants and represents that he is the sole owner of his claims, he has not assigned any claims, and there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

8. No Cooperation. Plaintiff agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Plaintiff agrees to immediately notify Defendant upon receipt of such subpoena or court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints against any of the Releasees, Plaintiff shall state no more than that Plaintiff cannot voluntarily provide counsel or assistance (or words to that effect). Plaintiff further agrees not to encourage, advise, or incite any other current or former employees of Defendant to file any type

of claim against Defendant or to threaten to file any type of claim against Defendant and not to disclose that he has filed this Action. Nothing in this Agreement is intended or shall limit or interfere with Plaintiff's ability to communicate with any government agency or otherwise participate in an investigation or proceeding that may be conducted by a government agency, including providing documents or other information without notice to Defendant.

9. Mutual Non-Disparagement. Plaintiff agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees verbally or in writing, or make any statements to the press, on social media, web platforms, reviews, or to third parties that may be derogatory or detrimental to the Releasees' names or business reputation. Similarly, Defendant agrees to refrain from any disparagement, defamation, libel, or slander of Plaintiff. Plaintiff shall direct any inquiries by potential future employers to Defendant which shall provide only his: (i) name; (ii) former job title(s) or position(s) during his employment by Defendant; and (iii) terms of employment by Defendant, and further shall confirm that Defendant's policies are to limit such disclosure in that manner.

10. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims. No action taken by the Parties, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of actual or potential claims or (b) an acknowledgment or admission by either Party of fault or liability.

11. Confidentiality. Except as is required to satisfy the conditions in Paragraph 2 above, Plaintiff agrees that he will keep the terms of this Agreement and the settlement amounts stated herein confidential and will not hereafter disclose information concerning this Agreement to any person or entity except for the following persons and entities: Plaintiff's family members, attorneys or accountants or any person or entity who assists Plaintiff with the preparation and/or filing of his federal or state taxes. If any person or entity asks Plaintiff about the disputes underlying this Agreement, he shall state no more than that such disputes have been resolved (or words to that effect) and that he's not free to further discuss it (or words to that effect). Similarly, if any person or entity asks Plaintiff about the Action, he shall state no more than that the Action has been resolved (or words to that effect) and that he's not free to further discuss it (or words to that effect).

12. Resolution of Disputes. Any disputes between the Parties regarding the validity of this Agreement or any claims arising out of or related to this Agreement or its breach, shall be resolved in a court of competent jurisdiction in Los Angeles County, California.

13. Attorneys' Fees. Except for the consideration to be paid to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) as payment for attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims against Defendant in the Action as set forth in Paragraph 1.b.i of this Agreement, the Parties shall bear their own costs, attorneys' fees, and other fees incurred regarding the Action and the review, negotiation and preparation of this Agreement. The Parties expressly agree not to sue the other for malicious prosecution or other claims arising from the Action.

14. Payment of Compensation and Receipt of Benefits. Plaintiff acknowledges and represents that, other than the consideration set forth in this Agreement, Defendant has paid all wages, bonuses, accrued vacation/paid time off, leave, severance, reimbursable expenses, interest, and any and all other benefits and compensation due to Plaintiff.

15. Authority. Defendant represents and warrants that the undersigned has the authority to act on its behalf, and to bind Defendant and all who may claim through Defendant to the terms and conditions of this Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

16. No Representations. Plaintiff represents that he has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Plaintiff has not relied upon any representations or statements made by Defendant that are not specifically set forth in this Agreement.

17. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

18. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement.

19. No Oral Modification. This Agreement may only be amended in a writing signed by Plaintiff's and Defendant's counsel.

20. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

21. Counterparts. This Agreement may be executed in counterparts and by pdf / email, and each counterpart and pdf / email shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

22. Voluntary Execution of Agreement. Each party to this Agreement understands and agrees that he/it executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of any other party to this Agreement or any third party, with the intent of releasing all claims released herein. Each party to this Agreement acknowledges that: (a) he/it has read this Agreement; (b) he/it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/its own choice; (c) he/it understands the terms and consequences of this Agreement and of the releases it contains; and (d) he/it is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

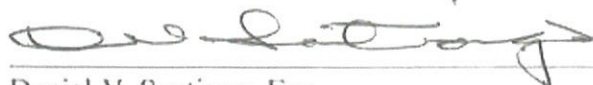
Dated: August 31, 2022

JOSHUA E. DANIELS



APPROVED AS TO FORM ON BEHALF OF
JOSHUA E. DANIELS

Dated: August 31, 2022



Daniel V. Santiago, Esq.

ADMIRAL SECURITY SERVICES, INC.

Dated: August 31, 2022



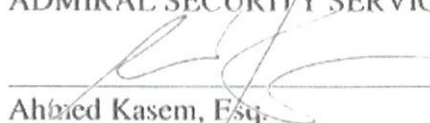
By: _____

Printed Name: Mohamed S Ahmed

Title: CEO

APPROVED AS TO FORM ON BEHALF OF
ADMIRAL SECURITY SERVICES, INC.

Dated: August 31, 2022



Ahmed Kasem, Esq.

EXHIBIT 2