NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

Fairfax County Courthouse
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Fairfax, Virginia 22030-4009
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July 9, 2026

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Re: Sentry Force Security, LLC v. Laconia, LLC ***CL-2025-0005112***

Dear Counsel,

This case came before the Court on June 15, 2026, for a two-day bench trial on Plaintiff's Amended Complaint for breach of contract.

FACTUAL FINDINGS

The plaintiff, Sentry Force Security, LLC ("Sentry") is in the business of providing commercial security services. The defendant, Laconia, LLC ("Laconia") was looking for unarmed private security services to patrol its property locations at 1151 and 1141 Elden Street in Herndon, Virginia. The parties entered into a written service agreement on October 10, 2024. Sentry agreed to provide private security services to Laconia at its two properties, which included patrolling the properties to provide a visible deterrent for property crimes, deterring vagrancy and trespassing, and reporting suspicious and illegal activity. The Task Order attached as part of the agreement specified that Sentry would provide one Level II officer per shift. Shift times were 7:30 a.m. – 9:00 p.m. Monday through Sunday. George Cholakis, Managing Member of Laconia, signed the contract for Laconia and was listed as the contact person on the contract.

Sentry's President, Tim Sansone testified to the procedure for the provision of security services. Each officer assigned was required to sign in on a company cell phone located at the site at the beginning of their shift. Their location was tracked using GPS coordinates, and officers could not sign in outside of the client property. Officers signed out at the conclusion of their shift in the same manner using the company cell phone. If an officer signed in within five minutes of the start time of their scheduled shift, the time stamp was automatically approved in the system. If an officer signed in late, payroll would have to manually review and approve the timesheet. If an officer left the client site during their shift an alarm would sound. Officer time sheets for the time that Sentry alleged that services were provided were introduced into evidence.

Verification of patrols was accomplished using a scanner system. Sentry positioned scanner tags around the site at key locations designated by the client for patrols, such as hallways, elevators and stairwells. The officer on duty was required to scan the tag with the system application located on the mobile site phone, which would generate a scan report. Scan data were used as internal monitoring to document and record each officer's guard services and ensure that they were patrolling the site. Sansone acknowledged that this system was not perfect; there could be difficulties associated with poor cell reception or with removal of the tags by teenagers or client office staff, and the tags would have to be reinstalled and reprogramed. A client facing version of the scan point data reports allowed Laconia's Managing Member, Cholakis, to review the date, time, officer and scanned area including photos and security officer notes. Cholakis had access to the system and reviewed the reports.

Sansone also testified to the internal designation system Sentry used for Level I, II and III officers. All security officers providing service were required to be licensed by the Virginia Department of Criminal Justice Services ("DCJS"). Designation of the level of each officer was determined by factors such as years of experience, past training, and aptitude for public safety. Laconia requested the services of Level II officers, which meant that the officers would possess several years of private security experience, and would not be entry level staff. Level II officers would have demonstrated knowledge and expertise in industry standards and client expectations and may possess extra certifications and enhanced training beyond the minimum required training standards.

The service agreement provided that in return for services, Laconia agreed to pay Sentry $27.69/hour per unarmed officer in accordance with the Task Order, with time-and-a-half for holidays. Sentry would charge monthly, and payment was due within thirty (30) days of issuance of each invoice. A late fee of $35 would be applied to payments received more than five (5) days from the stated due date on each invoice. Unpaid invoices after ten (10) days would incur an additional late fee of 5% of the invoiced amount. Should Laconia fail to pay an invoice within thirty (30) days of the due date, Sentry had the option to terminate the contract or, alternatively, to suspend services partly or entirely until payment was made. If Sentry chose to suspend services, Laconia would be charged for services in accordance with the Task Order. The service agreement further provided that if Laconia failed to pay under the agreement, Laconia agreed to pay any reasonable attorney's fees incurred by Sentry in collecting on the account.

Paragraph 2.5 of the service agreement provided that if Laconia disputed any invoice, in whole or in part, it would provide notice to Sentry within five days after receipt of the invoice. Notice, per paragraph 6.5 of the contract, would be to tsansone@sentryforce.com, or by mail to 3702 Pender Drive, Suite 402, Fairfax, Virginia 22030.

Paragraph 6.5 of the service agreement provided that notice to Laconia, if sent by mail, would be to 1141 Elden Street, Suite 224, Herndon, Virginia 20170, or by email to gcholakis@amphoragroup.com. This provision allowed either party to designate another address or person or entity for receipt of notices. Prior to beginning service, Tim Sansone, President of Sentry, reached out to George Cholakis by email on October 15 to advise Cholakis that invoices would be sent to Laconia by email. He requested the best billing point of contact for emailing invoices. Cholakis replied that ap@amphoragroup.com would be the proper email contact.

Sentry began providing services on October 20, 2024. On November 14, 2024, Sentry emailed its first invoice dated November 5, 2024, for $4,098.12 to the ap@amphoragroup.com email address. The due date on this invoice was December 5, 2024. Subsequent invoices were sent on December 16, 2024 (invoice dated December 5, 2024) in the amount of $11,377.96, January 13, 2025 (invoice date January 5, 2025) in the amount of $11,707.40 and February 16, 2025 (invoice date February 14, 2025) in the amount of $11,259.23. The invoices went unpaid.

Paragraph 2.5 of the agreement provided that disputes concerning services must be made to Sentry within five days after Laconia's receipt of the invoice. In its dispute notice, Laconia was required to specify the extent to which and the reasons why Laconia disputed the invoice. Any undisputed portions were required to be paid timely. Per the agreement, failure to send a timely dispute notice would constitute a waiver of Laconia's right to contest the invoice.

Both paragraphs 2.5 and 6.4 pertaining to disputes provided that disputes must be made in good faith and further acknowledged that disputes would be best resolved at the working level. Laconia agreed to compensate Sentry for reasonable attorney's fees incurred in the successful enforcement of Sentry's rights or Laconia's obligations under the agreement.

Beginning as early as October 2024, Laconia began having issues with the services provided. Instead of communicating with Sansone or disputing the invoices formally through the dispute notice procedure set forth in paragraph 2.5 of the contract, Cholakis communicated his concerns about not seeing guards on patrol to Parry Swafford, Director of Operations, and Tamika Johnson, Operations Manager. Both individuals were responsible for the day-to-day operations of the guards on the various client sites but were not responsible for invoicing or billing. According to Cholakis, he made numerous complaints by telephone, text and email to Johnson or Swafford. The specific complaints pertained to one officer, Diamond Graves, who was assigned to the site in October, remining in her car and not patrolling on October 30, and finding Officer Sims asleep in his vehicle on December 2, 2024. There were also complaints about poor attendance of officers. In response, Johnson and Swafford reassigned officers to the client site and disciplined the officer found asleep in this vehicle. In response to requests for adjustments to the October bill, Swafford advised Cholakis to hold off on payment and that he would "look into billing" even though he had no authority over billing.

Following the October and December officer complaints, Johnson notified Tim Sansone and Perry Swafford by email on December 23 that her phone check-in with the client on the Amphora Group site[1] revealed that everything was going well, that the client was satisfied with how the transition had gone, and that security operations had noticeably improved.

In December 2024, Swafford was hospitalized for over one month and from that point on he was not involved with the Laconia site. Johnson continued to be involved, and to be responsive to Laconia until her resignation in lieu of termination on February 4, 2025.

When the invoices went unpaid, Sentry's Accounts Receivable Specialist, Heather Bates, reached out to Cholakis by phone. In response to this phone call, Bates followed up by email on February 13 asking for emails and texts regarding any communications Cholakis had with Swafford and Johnson. Cholakis stated that he had sent them. Sansone, however. testified that he never received any evidence of email or text message complaints from Cholakis and requested that he send them to him and reached out to Cholakis again on February 17. Cholakis declined to do so. This February 17 communication is the first time that Cholakis provided a dispute notice regarding the invoices provided per paragraph 2.5 of the agreement. In February 2025, Sentry opted, rather than terminating the contract, to apply suspension billing per paragraph 2.4 of the service agreement. Sentry emailed an invoice dated February 26, 2025, to Laconia applying balance billing of $373.82 per day from February 1 through March 19, 2025, for a total of $18,023.38. The due date on this invoice was March 28, 2025. Laconia responded by email on February 17 announcing its intent to consider the contract terminated.

ANALYSIS

Sentry claims that it provided services as agreed under the agreement for which it provided timely invoices to Laconia, and that Laconia breached the agreement by failing to pay for any services. Laconia counters that Sentry committed the first material breach by failing to provide services as contemplated, specifically to "provide a visible deterrent" as outlined in paragraph 1.4 of the service agreement. Laconia also argues that Sentry breached by failing to provide officers with Level II experience as requested, and by failing to provide officers with the required DCJS licensing. In addition to the defense of first material breach, and while Laconia asserted numerous affirmative defenses in its Amended Answer, at trial, it only presented evidence on and argued the defenses of equitable estoppel and modification of the written contract.

The main consideration of contract law is the protection of bargained for expectations. *Filak v. George,* 267 Va. 612, 618 594 S.E.2d 610, 613 (2004); *Sfreddo v. Sfreddo*, 59 Va. App. 471, 488 720 S.E.2d 145, 154 (2012). A plaintiff asserting a claim for breach of contract must prove the following elements: 1) a legally enforceable obligation of a defendant to a plaintiff; 2) the defendant's violation or breach of that obligation; and 3) injury or damage to the plaintiff. *Filak v. George*, 267 Va. at 619, 594 S.E.2d at 613.

[1] Amphora Group was the name by which Laconia was generally known and was interchangeable with Laconia.

In this case the parties do not dispute the existence of a valid enforceable contract, which was admitted without objection. Sentry claimed that it performed all contracted-for services under the contract, giving rise to an obligation on the part of Laconia to pay for services rendered. Plaintiff's President, Tim Sansone, testified that beginning October 20, 2024, and continuing to February 14, 2025, Sentry provided unarmed security officers to patrol Laconia's property at two sites, 1151 and 1141 Elden Street in Herndon. Sentry offered proof of the payroll invoices of officers assigned to the Laconia sites as well as checkpoint scan data reports showing over 8,000 checkpoint scans for the property during the four months of service. These exhibits were received in evidence without objection. Sentry further provided proof of its paperwork review process for determining the credentialling of officers assigned for which it sought recovery.[2] Sansone testified that the designation of Level II officer was an internal designation that included considerations of prior service, demonstrated knowledge and expertise in industry standards and client expectations, and extra certifications and enhanced training beyond the minimum required training standards. He testified that each of the officers assigned met the internal designation of Level II officer as required by the contract. Aside from disputing Sentry's Level II designation, Laconia offered no evidence to rebut this testimony

The contract called for monthly invoices to be provided to Laconia. The evidence showed that invoices were timely emailed monthly, beginning November 14, 2024, to ap@amphoragroup.com, the email address that Cholakis confirmed by email was the correct email where the invoices should be sent. Per the contract, payment of the invoice was due within 5 days of the December 5, 2024, due date. Invoices unpaid after 10 days would incur a 5% late fee. Laconia was obligated to pay the first invoice by December 10.

Laconia did not submit any payment as required under paragraph 2.4 of the contract, nor did it provide a dispute notice to Sentry's designated recipient of notice, Tim Sansone, either by mail or by email, as would have been required under paragraph 2.5 of the contract. Instead, Laconia's representative, George Cholakis, communicated any complaints Laconia had regarding services to Swafford and Johnson, two employees of Sentry who had no role in invoicing or billing. This pattern of behavior repeated for the months of November, December, January and February. Laconia failed to pay for services for the months of November, December, January and February. In February, Sentry responded by suspending services, and Laconia responded on February 17 by announcing its intent to terminate services.

Laconia asserts that Sentry is not entitled to damages for fees submitted pertaining to officers Graves and Sims. Laconia alleges that Graves was sitting in her car and did not provide a visible presence on October 30 as required by the contract. Cholakis voiced this complaint to Johnson by email. Swafford responded by email that same day apologizing for the officer's performance and assuring Cholakis that the problem would be fixed. Johnson and Sansone were copied on Swafford's email response. On December 2, Cholakis sent a text to Johnson that included a photo of officer Sims sleeping in his vehicle. As a result of this complaint, Sims was reprimanded and Cholakis was assured that it would not occur again. Graves worked a 13.5-hour shift on October 30. Sims worked a 5-hour shift on December 2. The total value for service for both these officers on these days was $512.26.

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[2] Sentry did not seek recovery for the time of Paula Zelaya, who was not a licensed officer.

Laconia also alleged that Graves was not a proper Level II officer, and that another officer, Adeyemi, was not properly licensed under DCDJS. Sentry's President Sansone, however, testified that Adeyemi was properly licensed during the time he worked at the Laconia site, and that his license expired December 19, 2024. Sansone testified that he was personally familiar with Graves' qualifications. Graves had worked at two prior loss prevention positions prior to coming to work at Sentry and thus met their internal qualifications of Level II designation. Based on the evidence presented on these issues at trial, the Court resolves these factual issues in favor of Sentry.

Laconia asserts that Sentry did not provide a visible deterrence under the contract as early as October 2024 and therefore materially breached the contract. A party who commits a material first breach is not entitled to enforce the contract. *Horton v. Horton*, 254 Va. 111, 115, 487 S.E.2d 200, 203 (1997). *See also Neely v. White*, 117 Va. 358, 367, 14 S.E.2d 337, 341 (1941). A material breach is a failure to do something that is so fundamental to the contract that the failure to perform that obligation defeats the essential purpose of the contract. *Horton*, 254 Va. at 115, 487 S.E.2d at 203. If the breach does not go to the "root of the contract' but only to a minor part of consideration, the 'no recovery' rule does not apply. *See also Restatement (Second) of Contracts* § 241 (1981) (Circumstances significant in determining whether a failure is material). As the Court stated in *Neely*, failure of an unsubstantial part of the consideration for a contract is not such an excuse. Such a failure is merely ground for an abatement in damages. 117 Va. at 367, 14 S.E.2d at 341.

In this case, any alleged breach on the part of Sentry for which evidence was offered involved, at most, a value of $512.26 of the services performed. Sentry provided voluminous payroll invoices, as well as scan data reports for over 8,000 worth of scans over the four months of the contract. The services complained of for which evidence was presented formed only a small fraction of the $58,000 in services that Sentry alleges was due under the contract. Laconia has a monetary remedy for this loss in contract benefit. Sentry offered in good faith to resolve the issues before trial, but Laconia refused to engage further, without making any payment over the course of roughly four months of services. Substantial performance is the inverse of material breach. *Culpeper Reg'l Hosp. v. Jones*, 64 Va. App. 207, 213, 767 S.E.2d 236, 240 (2015). For each of these reasons, the Court finds that Laconia has not established that Sentry materially breached the contract.

Laconia next argues that it relied on statements of Sentry's agents, Swafford and Johnson, who advised Cholakis to hold off on paying the October bill and they would look into the billing. Laconia urges that Sentry is estopped from claiming payment for services under principles of equitable estoppel. Elements of equitable estoppel, absent a showing of fraud and deception, are a representation, reliance, a change of position, and detriment. *Dominick v. Vassar,* 235 Va. 295, 298, 367 S.E.2d 487, 489 (1988); *T. v. T.*, 216 Va. 867, 873, 224 S.E.2d 148, 152 (1976). A party who relies on equitable estoppel must prove each and every element by clear and convincing evidence. *Vassar*, 235 Va. at 298, 367 S.E.2d at 489. Here, while Laconia asserts that it relied on statements of Sentry's agents, Laconia has not shown that it changed its position to its detriment. Laconia was already obligated to pay for services rendered, and its purported reliance did not cause it to change its position with resulting injury. Laconia has not carried its burden to prove each and every element by clear and convincing evidence.

Laconia finally argues that the statements or actions of Swafford and Johnson orally modified the written agreement, or alternatively, served to modify the agreement by course of dealing. A contract in writing but not required to be so by the statute of frauds, may be dissolved or varied by a new oral contract which may or may not adopt as part of its terms some of all of the provisions of the original contract, even where the original written contract provided that it should not be varied except by writing. *Reid v. Boyle*, 259 Va. 356, 370, 527 S.E.2d 137, 145 (2000). Modification of a contract must be shown by clear, unequivocal and convincing evidence, direct or implied. *Id.* Contracting parties may also, through a course of dealing, evince a mutual intent to modify the terms of their contract. *Stanley's Cafeteria, Inc. v. Abramson*, 226 Va. 68, 73, 306 S.E. 2d 870, 873 (1983). The circumstances surrounding the conduct of the parties must be sufficient to support a finding of mutual intention that the modification be effective, and such intention must be shown by clear, unequivocal, and convincing evidence, direct or implied. *Id.* Here, Laconia has not met its burden of showing by clear and convincing evidence that a modification was either intended or that it occurred. Both Swafford and Johnson testified that they were responsible for operations on client sites, not for invoicing or billing. While Sansone testified that Sentry did not insist on the strict 30-day payment provision of the contract as it worked to resolve Laconia's complaints in good faith, there is no evidence that Sentry intended to surrender its right to payment under the terms of the contract. *See Stanley's Cafeteria, Inc.*, 226 Va. at 73, 306 S.E.2d at 873.

Sentry proved at trial that it substantially performed under the agreement, and it is entitled to monetary damages. Sentry's amended complaint sought damages in the amount of $58,000. Sentry sought damages for services provided under five invoices from October 20, 2024, to February 1, 2025, a total of $38,442.71. Sentry provided additional services from February 1 – 14 before suspending services and charging Laconia for a daily amount of $373.72 for the period of suspension, which concluded on March 19. Paragraph 2.4 of the service agreement pertaining to suspension billing provides, "In the event of service suspension, Client will still be charged for services during the suspension period in accordance with this Agreement based on Exhibit A." The Court must construe the contract as written, giving plain meaning to the language used. *TM Delmarva Power v. NCP of Va. LLC*, 263 Va. 116, 119, 557 S.E.2d 199 200 (2002). The Court construes the plain meaning of "services" to mean services actually rendered. Sentry provided services until February 14 totaling $ $4,915.44. It provided no services From February 15 – March 19 yet charged a total of $13,107.94 for this period. The court finds that Sentry is entitled to $4,915.44 for services that it rendered. The total damages proved at trial were $43,358.15 less $512.26 in services that Laconia proved were not provided, or a total amount due of $42,845.89.

<u>ATTORNEY FEES AND COSTS</u>

The contract provides for Sentry's recovery of attorney's fees in two paragraphs. Paragraph 2.4 provides, "Client agrees to pay any reasonable collection or attorney expenses incurred by Sentry Force for collecting payments on delinquent accounts." Paragraph 6.7 pertaining to disputes provides, "The Client hereby agrees to compensate Sentry Force for reasonable attorney's fees Sentry Force may incur in the successful enforcement of Sentry Force's rights or Client's obligations under this Agreement. . .." Sentry submitted its invoice for attorney's fees through June 14, 2026, in the amount of $107,733.50.

Sentry is the prevailing party in this case, and as such is entitled to attorney's fees. *West Square LLC v. Communication Technologies,* 274 Va 425, 433, 649 S.E.2d 698, 702 (2007). Factors that a court may consider in awarding attorney's fees include the time and effort expended by the attorney, the nature of the services rendered, the complexity of the services, the value of the services to the client, the results obtained, whether the fees incurred were consistent with those generally charged for similar services, and whether the services were necessary or appropriate. *Id.* at 434, 649 S.E.2d at 702 (citing *Chawla v. Burgerbusters, Inc.*, 255 Va. 616, 623, 499 S.E.2d 829, 833 (1998)). These factors are not exhaustive. As part of a consideration of results obtained, the Court may consider the amount of damages sought and the damages awarded. *Lambert v. Sea Oats Condo. Ass'n*, 293 Va. 245, 255, 798 S.E.2d 177, 183 (2017).

At trial, Sentry called Mikhael Charnoff who qualified as an expert and testified on the issue of necessity and reasonableness of Sentry's attorney's fees. Charnoff testified that he has practiced law in Virginia for 26 years. He has been involved in fee litigation in the last 17 years and has testified as an expert in Fairfax County Courts on the reasonableness and necessity of attorney's fees numerous times. Charnoff further testified he had reviewed all the pleadings and attorney invoices in the case and compared the fees to fees of other attorneys in the area and the rates charged. He found no block billing or duplication in services. Based on the tasks, subject matter and time and effort of work performed in the case, including the nature of the services, complexity, value of the services to the client and results obtained, Charnoff concluded that Plaintiff's counsel's hourly rate of $435 to $475 was reasonable and that the work performed in this case was necessary. Considering the *West Square LLC* and *Lambert* decisions, Charnoff opined that the fees should be cut by ten percent to keep them within the boundaries of those cases.

The Court has reviewed the invoices submitted by Sentry's counsel in the case, and finds very little redundancy in the work, which was all performed by Sentry's attorney. As the expert opined, the rate of fees charged appears to be consistent with fees charged in this area, and for an attorney of 16 years of experience in commercial litigation. It appears that some of the work charged to the client in the case involving email reviews and service of process issues could have been performed by a paralegal at a lower fee scale, especially given the overall dollar value. The case involved a straightforward breach of contract claim, with no counterclaim. It was, however, vigorously defended and required four pretrial court appearances, numerous depositions as well as discovery which is typical for a case tried in circuit court. The parties set the case for a two-day bench trial, and took all that time, with each side having one full day to put on their case. Sentry did prevail, though the award is less than the damages sought. Having considered the case law presented on the issue of attorney fees and having reviewed the evidence on this issue as well as the attorney invoices, the Court concludes that an attorney's fee award of $75,000 to the Plaintiff is reasonable and necessary given the facts of the case.

Pursuant to Virginia Code § 17.1-601, as the party for whom final judgment is given, Sentry is entitled to recover its costs. Costs contemplated by this statute are limited to those "essential for prosecution of the suit, such as filing fees or charges for service of process." *City of Charlottesville v. Regulus Books, LLC*, 301 Va. 170, 179, 873 S.E.2d 81, 86 (2022). On review, the Court finds that Sentry is entitled to recover $825 in costs associated with prosecution of the suit.

An Order reflecting the Court's findings is attached.

Sincerely,

[redacted]

Susan J. Stoney
Judge, Fairfax County Circuit Court
19th Judicial Circuit of Virginia

Enclosure

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

SENTRY FORCE SECURITY, LLC, *Plaintiff,* v. LACONIA, LLC, *Defendant.*	)))))))))	CL 2025-5112

FINAL ORDER

THIS MATTER came before the Court on June 15, 2026, for a two-day bench trial on the claim of Plaintiff, Sentry Security Force LLC for breach of contract.

IT APPEARING to the Court, based upon review the evidence presented at trial, relevant case law and argument of counsel, and for reasons set out more fully in the Court's Letter Opinion, the reasoning of which is incorporated herein, that Plaintiff has proved its claim for breach of contract against the Defendant Laconia, LLC. The Court therefore AWARDS Plaintiff the sum of $42,845.89 in damages on its claim.

HAVING FURTHER considered Plaintiff's request for attorney fees, attorney evidence presented at trial, submissions of counsel, and relevant case law, the Court finds that Plaintiff is entitled to an award of attorney fees and AWARDS Plaintiff the sum of $75,000 as reasonable and necessary attorney fees incurred in this case, plus $825 in costs.

THIS ORDER IS FINAL.

ENTERED THIS 8th day of July 2026.

[redacted]

Susan J. Stoney, Judge
Fairfax County Circuit Court

PURSUANT TO RULE 1:13 OF THE RULES OF THE SUPREME COURT OF VIRGINIA, ENDORSEMENT OF THIS ORDER IS WAIVED BY DISCRETION OF THE COURT. ANY DESIRED ENDORSEMENT OBJECTIONS MAY BE FILED WITHIN TEN DAYS.