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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

VICENTE SANDOVAL, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

CYBEX SECURITY SOLUTIONS, LLC, a California Limited Liability Company; SONITROL ORANGE COUNTY, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2024-01398109-CU-OE-CXC

[*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]

DECLARATION OF MATTHEW K. MOEN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT

Date: September 11, 2025
Time: 2:00 p.m.
Dept.: CX102
Reservation ID No.: 74579556

Action Filed: May 8, 2024
Trial Date: None Set

DECLARATION OF MATTHEW K. MOEN

I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the named Plaintiff Vicente Sandoval ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 per hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of $650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding (using an hourly rate of $650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of $650 for work performed in 2021-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of $650 for work performed in 2021-2025); and *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of $725 for work performed in 2023-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration. Further, I am not aware of any class, representative or other collective action pending in any court that asserts claims similar to those in this action that could be extinguished or adversely affected by this Settlement.

9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed Stipulation of Settlement ("Settlement

Agreement" or "Settlement") is a fair and reasonable result for the participating Settlement Class members.

10. Attached hereto as **Exhibit A** is a true and correct copy of the parties' Settlement Agreement. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Court Approved Notice of Class Action Settlement ("Class Notice"), Notice of Individual Settlement Payment, and the Request for Exclusion Form (collectively, the "Notice Packet"). Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's PAGA Notice Letter to the LWDA and the LWDA's Confirmation of Receipt.

11. Because the proposed Settlement includes settlement of Plaintiff's representative PAGA claim, notice of the Settlement has been submitted to the LWDA. Attached hereto as **Exhibit D** is a true and correct copy of Plaintiff's Settlement Submission to the LWDA and the LWDA's Confirmation of Receipt.

12. Based upon the data provided by Defendants Cybex Security Solutions, LLC, and Sonitrol Orange County, LLC (collectively, "Defendants"), there are approximately 41 potential Settlement Class members. After Court-approved deductions for Plaintiff's Class Representative Enhancement Payment, settlement administrator costs, the PAGA Payment to the Labor & Workforce Development Agency ("LWDA"), and attorneys' fees and costs to Class Counsel, the remaining Net Settlement Amount ("NSA") is estimated to be no less than $95,843.34. This results in average Individual Settlement Payments of approximately $2,337.64, with the lowest possible estimated Individual Settlement Payment of $19.38 (in the event a Settlement Class member worked only one workweek during the Class Period) and the highest possible estimated Individual Settlement Payment of $5,407.54 (in the event a Settlement Class member performed work in every workweek during the Class Period). Plaintiff's estimated Individual Settlement Payment is approximately $3,294.60, excluding any requested enhancement award.

13. Defendants specialize in the installation and repair of burglary and fire security systems for commercial buildings and businesses.

14. On May 8, 2024, Plaintiff initiated the instant action, alleging Defendants failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods;

(iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; and (vii) comply with California's Unfair Competition laws. On July 15, 2024, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq*. ("PAGA"), based on the same underlying Labor Code violations.

15. Plaintiff asserts that Defendants failed to provide the Settlement Class members with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled. Specifically, Plaintiff asserts Defendants required employees to clock out for purported meal periods prior to the conclusion of the fifth hour of work so that time records would appear Labor Code compliant, but required employees to continue working while off the clock in order to complete projects, resulting in Plaintiff and Settlement Class members not being provided with meal periods commencing prior to the fifth hour of work. Further, Plaintiff asserts that Defendants only provided a single meal period for shifts over 5.0 hours, regardless of the length of the shift, and therefore failed to provide second meal periods to Plaintiff and the putative class members for shifts lasting longer than 10.0 hours in length. Finally, Plaintiff alleges that Defendants required Plaintiff and the putative class to carry a cell phone with them at all times and to immediately respond to any incoming calls or messages at all times, even during purported meal periods, in violation of California law.

16. In response, Defendants contend they maintained lawful meal period policies/practices throughout the Class Period. Defendants assert that their time records show substantial compliance with timely first meal periods and second meal periods. Further, Defendants assert that there is no written policy or practice requiring employees to respond to calls and messages while taking their meal period. Moreover, Defendants claim that most employees work on their own on a daily basis, and therefore have complete control and discretion over their meal periods and at what time they are taken. Defendants also contend that Plaintiff's meal period claim is not suited for class certification as individual inquiries would be required to assess whether each employee was not provided a timely meal period for every meal period taken, resulting in an unmanageable series of mini-trials.

17. Plaintiff further alleges that Defendants failed to authorize and permit the Settlement Class members to take all lawful rest periods to which they were entitled. Specifically, Plaintiff asserts that Defendants maintained a practice of unlawfully combining rest breaks into the employees' meal periods. Further, as with meal periods, Plaintiff alleges that Defendants maintained an unlawful policy of requiring Plaintiff and the putative class to carry a cell phone with them at all times and to immediately respond to any incoming calls or messages at all times, even during purported rest periods, in violation of *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257.

18. Defendants maintain they authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled. Defendants assert that they did not maintain a written rest period policy or practice requiring that rest periods be combined with meal periods, that employees were free to take their rest period at the time of their choosing, and therefore this claim will fail on the merits. Defendants also assert that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendants argue Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials.

19. Plaintiff further alleges that Defendants required Plaintiff and the Settlement Class members to use their personal cell phones and to purchase and use their personal tools, such as hammer drills, EMT conduit benders, and knockout sets, to complete their necessary job duties, but failed to reimburse the Settlement Class members for these necessary business expenses.

20. In response, Defendants argue they provided company cell phones to their employees, limiting any liability, and they never required employees to purchase their own tools and any purchasers were due to employee choice. Further, Defendants maintain that this claim is not suited for class certification, as individual issues would predominate to determine which, if any, employees purchased tools or used their personal cell phones rather than using those provided by Defendants, resulting in an unmanageable series of mini-trials.

21. Plaintiff asserts that Defendants failed to compensate Plaintiff and Settlement Class members for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants failed to pay Plaintiff and the Settlement Class members for all time spent traveling to their initial jobsite each work day, which varied each day, even when such jobsites resulted in unreasonably extended travel time. Instead, Plaintiff and the Settlement Class members were only permitted to clock in prior to reaching their initial work location if this initial daily travel exceeded 75 miles or if they were stuck in traffic for more than one hour and twenty-five minutes. Further, Defendants required Plaintiff and the Settlement Class members to communicate with supervisors for work purposes while off the clock to receive their next day's job assignments.

22. In response, Defendants maintain their timekeeping policies/practices comply with California law, and that they properly compensate Settlement Class members for all hours worked. Further, Defendants assert that this claim is not suitable for class treatment, as it requires individualized inquiries into whether any employee was required to travel or communicate with supervisors while off-the-clock, and exactly how much time each employee purportedly spent while off-the-clock on any given day, which is increasingly difficult since employees reported to work at varying work sites and off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

23. Plaintiff asserts that Defendants maintained an unlawful rounding practice that resulted in Defendants systematically underpaying Plaintiff and Settlement Class members all earned wages. Plaintiff claims Defendants record Plaintiff's and Settlement Class members' clock in and clock out timeclock punches to the minute, but round Plaintiff's and Settlement Class members' timekeeping entries in an uneven manner to the employees' detriment, resulting in unpaid minimum and overtime wages.

24. In response, Defendants contend that its timekeeping practices are lawful and its rounding practice is neutral and operates in an even-handed way, which Defendants assert is lawful under the court's ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Moreover, Defendants contend that Plaintiff could not certify this claim, as it

would require individualized inquiries into each employee on a pay period by pay period basis as to whether the employee was overpaid or underpaid based on Defendants' rounding practice, resulting in an unmanageable series of mini-trials. Finally, because *Camp v. Home Depot U.S.A., Inc*. has been granted review by the California Supreme Court, the decision is only persuasive, not binding authority, and Plaintiff faces the risk that the *Camp* holding could be reversed, rendering Plaintiff's reliance on *Camp* misplaced.

25. As a result of Defendants' alleged failure to pay all wages, including overtime and minimum wages, and meal and rest period premiums, Plaintiff asserts that Defendants also failed to maintain accurate payroll records, timely pay all wages during employment, and issue accurate and itemized wage statements. As a result of these alleged Labor Code violations, Plaintiff also seeks PAGA civil penalties on behalf of all aggrieved employees.

26. In response, Defendants argue that Plaintiff's underlying claims will fail and, as a result, these derivative claims will also fail. Defendants also maintain that Plaintiff cannot show that the wage statement violations were "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Moreover, Defendants maintain that this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

27. The Parties engaged in significant informal discovery, and Plaintiff propounded four sets of formal written discovery on Defendants prior to attending mediation. Through informal discovery, Defendants provided Plaintiff with timekeeping and payroll records for all putative class members. Plaintiff then conducted an in-depth analysis of the produced data and create a class-wide exposure model for the claims at issue. On January 24, 2025, the Parties participated in a mediation session with Will Klatte, Esq., an experienced wage and hour mediator, during which the Parties exchanged divergent views on Defendants' liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. Ultimately, the Parties accepted a mediator's proposal for a class-wide resolution of all claims. Over the following months, the Parties finalized the terms of the proposed Settlement now before the Court for preliminary approval.

28. The PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. This allocation between taxable and non-taxable amounts is appropriate because the unpaid wages portion of Plaintiff's exposure analysis only amounts to approximately 16.2% of the total reasonable exposure Defendants faced due to the derivative penalties that stem from these unpaid wages, as well as a portion of Defendant's maximum reasonable exposure being comprised of non-taxable expense reimbursements.

29. At the time of seeking final settlement approval, Plaintiff will apply for a Class Representative Enhancement Payment in the amount of $5,000 for his service to the Settlement Class and general release of all claims. Plaintiff's requested class representative Enhancement Payment is intended to recognize the significant time and effort that Plaintiff expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, providing factual information to his attorneys, holding various phone calls with his attorneys to discuss the claims in the lawsuit and Defendants' policies and practices, assisting his attorneys to help prepare for mediation, making himself available during mediation to assist and answer factual questions posed by the mediator, reviewing and providing input regarding the settlement in this case, and otherwise assisted his attorneys in moving this case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

30. Class Counsel will also apply for an attorneys' fee award of up to one third of the MSA (currently estimated at $61,666.66), and up to $12,000.00 in reimbursement for actual litigation costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, engaging in substantial informal discovery, drafting and propounding four sets of formal written discovery, reviewing class documents and data produced by Defendants, extensively reviewing and evaluating the produced timekeeping and payroll records to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form

Settlement Agreement, and Notice Packet documents, preparing this motion for preliminary approval, and otherwise litigating the case. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Final Approval Motion and supporting documents, attending the Final Approval hearing, and completing other tasks, such as fielding questions from Settlement Class members.

31. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class member timekeeping and payroll data, reviewed all relevant policy documents, engaged in substantial informal discovery, and created a comprehensive damages model for Defendants' liability.

32. Although the Parties engaged in substantial informal discovery and information exchange prior to mediation, the Parties had not yet meaningfully engaged in formal discovery, including significant document exchanges and corporate witness depositions that had not yet taken place at the time the Parties reached the Settlement. Absent settlement, the Parties will be required to expend substantial time and resources conducting formal written and deposition discovery. Moreover, Plaintiff has not yet filed for class certification, and thus, absent settlement, the Parties would face the prospect of appeals in the wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even if Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal.

33. At the time of the proposed Settlement, Plaintiff had not filed his motion for class certification. Had the Court certified any claims, Plaintiff anticipated that Defendants would seek decertification. There was also a risk that Defendants would engage in a *Pick-up-Stix* campaign that could either affect Plaintiff's ability to maintain the numerosity required to proceed as a class action, or significantly reduce the size of the putative class for a fraction of what Settlement Class members are receiving through this Settlement. Therefore, absent the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis.

34. Plaintiff's data analysis determined that Settlement Class members worked an aggregate total of 21,852 shifts in excess of 5.0 hours during the Class Period. Plaintiff's data

analysis determined that approximately half of these shifts contained an unlawful first and/or second meal period, whether late, short or missed. Accordingly, Plaintiff calculated Defendants' liability on this claim at $345,480 (10,926 meal period violations * $31.62 average premium wage).

35. Defendants assert, however, that they maintained lawful meal period policies/practices at all times during the Class Period. Defendants further assert that Plaintiff's meal period claim is not suited for class certification as individual inquiries would be required to assess whether each employee was not provided a timely meal period for every meal period taken, which Defendants assert would be a particularly difficult undertaking given that most employees worked on their own during work shifts, and were therefore responsible for initiating their own meal periods, resulting in an unmanageable series of mini-trials. Given these defenses, Plaintiff discounted the maximum exposure by 40% for the risk of non-certification, and by an additional 50% for risk of losing on the merits, to arrive at a reasonable exposure of $103,644.

36. Plaintiff's data analysis determined that non-exempt employees worked an aggregate total of 22,086 shifts in excess of 3.5 hours during the Class Period. Plaintiff asserts that he and the putative class members were not authorized and permitted a lawful rest period at least two times per workweek due to Defendants' unlawful rest period policy/practices that combined meal and rest periods and required employees to respond to incoming phone calls and text messages during rest periods. Accordingly, Plaintiff calculated Defendants' maximum potential exposure on this claim at $279,331 (8,834 rest period violations * $31.62 average premium wage).

37. However, Defendants argue they have always authorized and permitted rest periods in accordance with California law. Defendants also assert that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, resulting in an unmanageable series of mini-trials. Given these defenses, Plaintiff discounted the maximum exposure by 65% for the risk of non-certification, and by an additional 50% for risk of losing on the merits, to arrive at an estimated exposure of $48,883.

38. Plaintiff estimates that he and the putative class members spent approximately $500 each to purchase tools for work purposes. Plaintiff also asserts that he and the putative class were required to use their personal cell phones for work purposes and that $15 per month represents a reasonable percentage of the employee's cell phone bill. Therefore, Plaintiff calculated Defendants' maximum potential exposure on this claim at $39,040 (($500 in expenses * 41 affected employees) + (1,236 work months * $15 cell phone bill)).

39. Defendants argue they provided company cell phones to their employees, and they never required employees to purchase their own tools. Further, Defendants maintain that this claim is not suited for class certification, as individual issues would predominate to determine which, if any, employees purchased tools or used their personal cell phones rather than using those provided by Defendants, resulting in an unmanageable series of mini-trials. Therefore, Plaintiff discounted the maximum potential exposure by 35% for the risk of non-certification and 40% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of $15,226.

40. Plaintiff's data analysis determined that Settlement Class members worked an aggregate total of 4,945 workweeks during the relevant time period in which Defendants required compensable travel time and/or off-the-clock communication with supervisors. Plaintiff estimates that Settlement Class members were required to spend approximately one hour per workweek traveling or otherwise communicating with supervisors while off-the-clock. Accordingly, Plaintiff calculated Defendants' maximum potential exposure for this claim at approximately $72,938 (1 hour per workweek * 4,945 aggregate workweeks * $14.75 average minimum wage).

41. Defendants, however, maintain that they properly compensated Settlement Class members for all time worked, and assert that any time spent on traveling was non-compensable. Defendants also assert this claim is unmanageable, as it requires individualized inquiries into whether any employee was required to travel or communicate with supervisors while off-the-clock, and exactly how much time each employee purportedly spent while off-the-clock on any given day. Plaintiff therefore discounted the maximum exposure by 40% for the risk of non-certification, and by an additional 20% for risk of losing on the merits and overexposure in Plaintiff's data analysis, to arrive at a reasonable exposure of $35,010.

42. Plaintiff's analysis of Defendants' timekeeping and payroll data revealed that Defendants' rounding practice resulted in the Settlement Class members being underpaid in 2,131 workweeks during the putative class period, for an average of approximately 9 minutes per workweek. Therefore, Plaintiff calculated Defendants' maximum potential exposure on this claim at $4,714 (9 unpaid minutes * 2,131 workweeks * $14.75 average minimum wage).

43. Defendants argue that their timekeeping practice was neutral, both on its face and in practice, and that such a policy is lawful under *See's Candy*. Moreover, because *Camp v. Home Depot* has been granted review by the California Supreme Court, there is tangible risk that *Camp* will be overturned, rendering Plaintiff's damages analysis substantially overstated. Plaintiff therefore discounted the maximum potential exposure by 15% for the risk of non-certification and 40% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of $2,404.

44. According to Plaintiff's data analysis, 36 Settlement Class members are eligible for wage statement penalties, and a total of 1,815 wage statements were issued during the relevant period. Accordingly, Plaintiff calculated Defendants' maximum potential exposure for this claim at approximately $179,700 (36 initial wage statements * $50 initial violation penalty) + (1,779 subsequent wage statements * $100 subsequent penalty)). However, Defendants raised numerous defenses, including that the alleged violations, if any, were not "knowing and intentional," and that Plaintiff could not show that the Settlement Class members "suffer[ed] injury" as a result of any alleged violations. Defendants further argued that Plaintiff's underlying claims would fail, and, therefore, their derivative wage statement claim would also fail. Therefore, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification of the underlying claims and 85% for a risk of being unsuccessful on the merits, including failing to prove the violations were "knowing and intentional," that the Settlement Class members "suffer[ed] injury," or that the Court would find that Defendants had a reasonable, good faith belief that of compliance with wage and hour laws precluding the imposition of wage statement penalties, for an estimated reasonable recovery of $14,825.

45. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay period in which they could prove an underlying Labor Code violation. According to Plaintiff's data analysis, the Settlement Class members worked a combined total of 1,815 pay periods during the PAGA liability period in which at least one of Plaintiff's alleged Labor Code violations occurred. Plaintiff therefore calculate Defendants' maximum PAGA exposure at $181,500 (1,815 pay periods * $100 per violation). However, these penalties are exclusively derivative of the underlying violations that Defendants vigorously dispute, both as to certification and the merits. Plaintiff also recognizes that the Court has discretion to substantially reduce any award of PAGA penalties. Therefore, Plaintiff discounted the maximum figure by 40% for the risk of losing on the merits of all underlying claims and by 90% for the likely possibility that this Court would reduce the PAGA penalties awarded, to arrive at an estimated exposure of $10,890.

46. Using these estimated figures, Plaintiff estimated that the potential reasonable recovery for the Settlement Class would be approximately $230,882. Thus, the proposed recovery to the Settlement Class of $185,000 represents approximately 80.13% of Plaintiff's reasonably forecasted class-wide recovery, which is well within the range approved by courts as being fair, reasonable and adequate, while also avoiding further expense and risk of proceeding towards class certification and trial.

I declare under penalty of perjury under the laws of the United States and the state of California that the foregoing is true and correct. Executed on June 5, 2025, at El Segundo, California.

Matthew K. Moen

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Vicente Sandoval ("Plaintiff" or "Class Representative"), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Cybex Security Solutions, LLC, and Sonitrol Orange County, LLC ("Defendants"), on the other hand. Plaintiff and Defendants are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC (collectively, "Class Counsel"). Defendants are represented by Rita R. Kanno and Elijah Gaglio of Lewis Brisbois Bisgaard & Smith LLP ("Defense Counsel").

RECITALS

WHEREAS, on May 8, 2024, Plaintiff filed a class action complaint against Defendants in Orange County Superior Court, titled *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.,* Case No. 30-2024-01398109-CU-OE-CXC (the "Action"). On July 15, 2024, Plaintiff filed the operative First Amended Complaint, alleging that Defendants failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) comply with California's Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2968 *et seq*. ("PAGA").

WHEREAS, despite the fact that Defendants deny the validity of Plaintiff's claims in the Action, given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class.

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendants in California between May 8, 2020 and the date of preliminary approval (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the "PAGA Aggrieved Employees" shall be defined as:

All current and former non-exempt employees who worked for Defendants in California at any time from May 8, 2023 through the date of preliminary approval (the "PAGA Period").

2. **Release by Settlement Class Members and Plaintiff**. Plaintiff and each Settlement Class member who does not timely opt-out of the settlement, shall fully release and discharge Defendants and all of its past, present and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, predecessors, successors, affiliates, principals, corporations, association, partnership and assigns (the "Released Parties"), as follows:

A. All Settlement Class members who do not timely opt out will release and discharge the Released Parties from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including, but not limited to, all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the "Released Claims"). This release shall run from May 8, 2020 through the date of preliminary approval.

B. It is understood and acknowledged that all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion Form. All PAGA Aggrieved Employees shall be deemed to have released and discharged Defendants from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the operative First Amended Complaint in the Action or Plaintiff's May 8, 2024 PAGA Notice Letter to the LWDA, that arose during the PAGA Period including, but not limited to, all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the "PAGA Released Claims"). This release shall run from May 8, 2023 through the date of preliminary approval. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.

C. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff agrees to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendants. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement shall become effective on the date upon which the Court signs an order granting final approval of the Settlement Agreement ("Effective Date").

3. **Maximum Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary "Maximum Settlement Amount" of One Hundred Eighty-Five Thousand Dollars and Zero Cents ($185,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this Settlement.

B. Defendants will fund the Maximum Settlement Amount within thirty (30) calendar days after the Effective Date, which shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund ("QSF").

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $2,990.00;

(3) Up to $5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

(4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at $61,666.66), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which shall be no greater than $12,000.00. This amount shall come from, and shall not be in addition to the Maximum Settlement Amount. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

(5) Ten Thousand Dollars and Zero Cents ($10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil

penalties. Per Labor Code § 2699(i), 75% of such penalties, or $7,500.00, will be payable to the LWDA, and the remaining 25%, or $2,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendants separate and apart from, and in addition to, the Maximum Settlement Amount.

F. **Escalator Clause.** In advance of mediation, Defendants represented that there are an estimated 4,945 aggregate workweeks worked by the approximately 41 Settlement Class members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members exceeds this figure by more than 20% (i.e., if there are 5,935 or more aggregate workweeks worked by the Settlement Class members), Defendants shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 22% increase in the number of aggregate workweeks, Defendants shall increase the Maximum Settlement Amount by 22%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA and the PAGA Aggrieved Employees. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

i. PAGA Amount: The $2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendants at any time between May 8, 2023 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.

iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

C. Within ten (10) business days following the full funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, will prepare and mail the Individual Settlement Payments to the participating Settlement Class members, and will disburse all payments due under the Settlement Agreement.

D. Each Individual Settlement Payment shall be allocated as 15% wages (subject to applicable withholdings), and 85% interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.

E. Defendants shall fully discharge their obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. For any settlement checks returned to the Settlement Administrator as non-delivered, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address within five (5) business days of receiving the returned settlement check. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Payment to the Settlement Class member within five (5) business days of obtaining the updated address.

F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be $61,666.66. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $12,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fees and costs award approved by the Court. If the Court awards a lesser amount in Attorneys' Fees and Costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

6. **Class Representative Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment in the amount of $5,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. If the Court awards a lesser amount for the Class Representative Enhancement Payment than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

7. **Settlement Administrator.** The Parties agree to the appointment of Apex Class Action Administration as Settlement Administrator. Defendants will not object to Plaintiff seeking approval to pay up to $2,990.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendants comprising the Maximum Settlement Amount, sending Notice Packets in English only to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be responsible for maintaining a website and

posting important documents from the case for the Settlement Class members, including copies of the operative First Amended Complaint in the Action, the Settlement Agreement, Class Notice, the preliminary and final approval motions, Preliminary Approval Order, and the Court's Final Judgment and Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members. If the Court awards a lesser amount for settlement administration costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for settlement purposes only;

B. Appointing Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Vicente Sandoval as Class Representative for the Settlement Class;

D. Approving Apex Class Action Administration as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and

G. Scheduling a Final Approval hearing.

9. **LWDA Notices.** Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the Settlement in accordance with the PAGA, including, but not limited to, submitting to the LWDA a copy of the proposed Settlement at the same time that it is submitted to the Court.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fourteen (14) calendar days of the court signing an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, last known phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period. The class list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator. Furthermore, the Administrator (and Plaintiff's counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member via first-class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional forty-five (45) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

iii. PAGA Aggrieved Employees. Notwithstanding the foregoing, all PAGA Aggrieved Employees will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class, and shall receive their share of the PAGA Amount.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator by the Response Deadline (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file a single packet of all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection, include all objections and the factual and legal bases for the same, and include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence. Absent good cause found by the Court, any objection must be postmarked no later than the Response Deadline to be valid. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the

Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will notify the Parties of the dispute within five business days of receipt of the notice of dispute and will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendants understand their legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769.

D. A Notice of the Court's Final Judgment and Order, as well as copies of the operative First Amended Complaint in the Action, the Settlement Agreement, the Class Notice, and preliminary and final approval motions and orders, will be posted on the Settlement Administrator's website for at least 60 days from the date of Final Judgment for the Settlement Class members, in compliance with California Rule of Court 3.771(b).

12. **No Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. Plaintiff agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding. Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their

respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, neither Party will make comments to the media or otherwise publicize the terms of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendants:	Rita R. Kanno of Lewis Brisbois Bisgaard & Smith LLP 550 West C Street, Suite 1700, San Diego, CA 92101 Rita.kanno@lewisbrisbois.com

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all necessary documents are timely filed. The Parties agree to cooperate in staying and/or vacating any and all case related deadlines or trial dates forthcoming.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, the Parties intend that the Court shall retain jurisdiction over the Parties to enforce the terms of the Settlement Agreement and judgment pursuant to California Rule of Court Rule 3.769(h) and Code of Civil Procedure Section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent permitted by law, to enforce and effectuate the terms and intents of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, have had the opportunity to and have in fact consulted with counsel of their own choice before signing this Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

VICENTE SANDOVAL

Dated: May 19, 2025

Vicente Sandoval (May 19, 2025 15:36 PDT)

Vicente Sandoval, Plaintiff

CYBEX SECURITY SOLUTIONS, LLC

Dated: ____________________

By: ____________________

Its: ____________________

SONITROL ORANGE COUNTY, LLC

Dated: ____________________

By: ____________________

Its: ____________________

APPROVED AS TO FORM:

Dated: May 19, 2025

HAINES LAW GROUP, APC

By: ____________________

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff

Dated: ____________________

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ____________________

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, have had the opportunity to and have in fact consulted with counsel of their own choice before signing this Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

VICENTE SANDOVAL

Dated: ________________

____
Vicente Sandoval, Plaintiff

CYBEX SECURITY SOLUTIONS, LLC

Dated: 5/19/2025

____
By: Jason Martin
Its: President

SONITROL ORANGE COUNTY, LLC

Dated: 5/19/2025

____
By: Jason Martin
Its: President

APPROVED AS TO FORM:

Dated: ________________

HAINES LAW GROUP, APC

By: ______________________________
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff

Dated: ________________

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ______________________________

Rita K. Kanno
Elijah Gaglio
Attorneys for Defendants

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

VICENTE SANDOVAL, as an individual and on behalf of all others similarly situated, Plaintiff, vs. CYBEX SECURITY SOLUTIONS, LLC, a California Limited Liability Company; SONITROL ORANGE COUNTY, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive Defendants.	Case No. 30-2024-01398109-CU-OE-CXC **NOTICE OF CLASS ACTION AND PAGA ACTION PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendants in California between May 8, 2020 and <<date of preliminary approval.>>

PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.,* Orange County Superior Court, Case No. 30-2024-03198109-CU-OE-CXC (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You received this Notice because a Settlement has been reached in this Lawsuit and you may be entitled to money from this Settlement. Defendants Cybex Security Solutions, LLC's (hereinafter "Cybex"), and/or Sonitrol Orange County, LLC's (hereinafter "Sonitrol") (hereinafter, together, "Defendants") records show that you were employed in California between May 8, 2020, and <<PRELIM APPROVAL DATE>> (the "Class Period"). The Court has not decided whether Plaintiff or Defendants should win in the Lawsuit, but ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

Plaintiff Vicente Sandoval ("Plaintiff") filed this Lawsuit against Defendants, seeking to assert claims on behalf of all Settlement Class Members. Plaintiff is known as "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Cybex and Sonitrol: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all meal periods or pay a premium in lieu thereof; (4) failed to authorize and permit all lawful rest periods; (5) failed to reimburse all necessary business expenses; (6) failed to issue accurate, itemized wage statements; (7) engaged in unfair competition; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved employee" who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state's Labor and Workforce Development Agency ("LWDA"), and the remaining 25% of penalties are distributed proportionally among all aggrieved employees.

Defendants deny Plaintiff's allegations in their entirety and contend that they paid all required minimum wages, paid all required overtime wages, provided all required meal periods, provided all required rest breaks, provided accurate wages statement, paid all required wages at separation, reimbursed all necessary business expenses and did not perform any acts of unfair competition. Defendants also contend that its affirmative defense in the Action may prevent or limit Plaintiff's claims and do not owe any wages, penalties, restitution, damages, or other amounts to Plaintiff or Settlement Class Members. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Court has not ruled on the merits of Plaintiff's claims and the issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Lawsuit. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

If you are still employed by Cybex Security Solutions and/or Sonitrol Orange County, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants respect your rights to participate in this Settlement and will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Defendant:
HAINES LAW GROUP, APC Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com Ian T. Mallery (SBN 359132) imallery@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	**LEWIS BRISBOI BISGAARD & SMITH LLP** Cheryl Wilke, SB# 216109 Cheryl.wilke@lewisbrisbois.com Rita Kanno, SB# 230679 Rita.kanno@lewisbrisbois.com Elijah Gaglio, SB# 324799 Elijah.gaglio@lewisbrisbois.com 550 West C Street, Suite 1700 San Diego, California 92101 Telephone: 619.233.1006 Facsimile: 619.233.8627

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendants in California during the time period of May 8, 2020, through <<PRELIM APPROVAL DATE>>. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to fund a settlement with the maximum value of $185,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, employee side payroll taxes, attorneys' fees and expenses, settlement administration costs, class representative's enhancement payment, and payment to the California Labor and Workforce Development Agency for its share of the PAGA civil penalties.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at $61,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $12,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action Administration to act as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to $2,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of $5,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The Parties have agreed to allocate $2,500.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of $1,875.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% ($625.00) will be payable to the Settlement Class as the "PAGA Amount" as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately $112,843.34. The Net Settlement Amount will be divided as follows:

(i) Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Defendants at any time between May 8, 2023 and <<Prelim Approval Date>>, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks by all participating Settlement Class members during the aforementioned time period.

(ii) The remainder of the Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: Each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based on their Class Workweeks. The workweek value will be established by diving the Class Employee Fund by all Class Workweeks, which are the workweeks actually worked by the Class Employees during the Class Period. The workweeks worked by Class Employees during the Class Period will be determined by Defendant's time and payroll records. Defendants will perform that calculation and provide it to the administrator. Weeks when an employee performed no work in a workweek, for example, due to vacation, sick time or being on a leave of absence are excluded from the workweek count as they are not workweeks actually worked. The Individual Settlement Share for each Class Employee will be determined by multiplying the workweek values by each Class Employee's individual workweeks. If a Class member was on a leave of absence, those workweeks will not be included in the calculation. There shall be no reversion to Defendant.

(iii) In addition to the Net Settlement Amount, $625.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above and will be allocated to all Settlement Class members (regardless of whether they submit a timely and valid Request for Exclusion) who worked for Defendants at any time between May 8, 2023, through <<Prelim Approval Date>>(the "PAGA Period"), in proportion to the number of workweeks that each Settlement Class member worked for Defendants in California as a non-exempt employee during that time period.

<u>Payment to Class Members</u>. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

<u>Allocation and Taxes</u>. For tax purposes, each Settlement Share will be allocated as follow: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 15% wages and 85% penalties and interest. The Maximum Settlement Amount does not include employer payroll taxes, which will be paid by Defendants separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W2 for the amounts allocated as "wages" and IRS Form 1099 for the amounts allocated as penalties and interest. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment. Settlement Class Members are responsible for the proper tax treatment of the Individual Settlement Payments. The Settlement Administrator, Solar Turbines and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

<u>Release</u>. If the Court approves the Settlement, each Settlement Class Member including, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns (collectively "Releasing Parties"), who has not submitted a timely and valid Request for Exclusion, will release and discharge Defendants, as well as their past, present, and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officer, directors, employees, agents, attorneys, insurers, predecessors, successors, affiliates, principals, corporations, associations, partnerships and assigns (collectively the "Released Parties") from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Lawsuit, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the period between May 8, 2020, and <<Prelim Approval Date>>, including, but not limited to, all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the "Released Claims"). This release shall run from May 8, 2020 through <<Prelim Approval Date>>.

Plaintiff and the State of California release the Released Parties from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the operative First Amended Complaint in the Lawsuit or Plaintiff's May 8, 2024 PAGA Notice Letter to the Labor & Workforce Development Agency ("LWDA"), that arose during the PAGA Period, including, but not limited to, all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages ("PAGA Released Claims"). This release shall run from May 8, 2023 through <<Prelim Approval Date>>. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.

The Settlement along with all associated releases will become effective on the date that the Court has approved the Settlement and entered Judgment thereon and the Judgment has become Final.

How can I claim money from the Settlement?

<u>Do Nothing</u>. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as whether you separated employment with

Defendants during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Settlement Payment is based on the proportionate number of workweeks you worked during the Class Period (May 8, 2020, through <<Preliminary Approval Date>>) as well as the proportionate number of workweeks you worked during the PAGA Period (May 8, 2023, through <<Preliminary Approval Date>>). The estimated number of workweeks is based on Defendants' payroll records and other relevant documentation. The information contained in Defendants' records regarding this information, along with your estimated Individual Settlement Payment, is listed below. If you believe that the number of workweeks with which you will be credited is incorrect, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>> showing that such information is inaccurate. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

If you choose to dispute the number of Class Workweeks or PAGA Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator, postmarked no later than <<RESPONSE DEADLINE>>. The dispute must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name and case number as it appears on the first page of this Class Notice; (d) contain a statement clearly indicating that you dispute the number of Pay Periods that are credited to you and the number of pay periods that you believe should be credited to you; and (e) attach supporting documentation, if any, that you may have.

The Settlement Administrator will inform Class Counsel and Defendants' Counsel should it receive a dispute. Defendants will manually review its payroll and personnel records related to you to verify the correct number of Class Workweeks and/or PAGA Pay Periods. Defendant's Counsel and Class Counsel will jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator will present the dispute for final resolution by the Court in advance of the Final Approval Hearing.

According to Defendants' records:

- **(a)** you worked for Defendant in California from ________________ to _____________;
- **(b)** you worked ____ workweeks between May 8, 2020, and <<Preliminary Approval Date>>, for Defendant;
- **(c)** you worked ____ workweeks between May 8, 2023, and <<Preliminary Approval Date>>, for Defendant; and

Based on the above, your Settlement Award is estimated at **$________**. The average Settlement Award is estimated at $XXXX. The lowest Settlement Award to a Class Member is estimated at $XXXX. The highest Settlement Award to a Class Member is estimated at $XXXX.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a signed "Opt-Out Notice" postmarked no later than <<RESPONSE DEADLINE>>, containing (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) a reference to the Action by its name; and (d) a statement clearly indicating that you seek to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, and shall be barred from participating in any portion of the Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written statement explaining your objection to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

Alternatively, or in addition to a written objection, you may also appear at the Final Approval Hearing to make an oral objection. The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. You have the right to appear either remotely, in person, or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. If you would like more information about appearing remotely, you may consult the Orange County Superior Court website at https://www.occourts.org/general-information/remote-appearance-information. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. The location, date, and time of the Final Approval Hearing may be moved. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing either remotely or in person.** If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year.

The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Office's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

To ensure that you receive your check, you should immediately notify the Administrator if the address this Notice was sent to is not your current mailing address.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case file online at https://www.occourts.org/online-services/case-accessand entering the case number (which is 30-2024-01398109-CU-OE-CXC). You may access the case file in person at the Civil Department of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. This case is assigned to Department CX102 of the Civil Complex Center, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. The Settlement Agreement is attached as Exhibit A to the Declaration of Matthew K. Moen In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on <<Date of Preliminary Approval Filing>>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DENFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a Dispute, Request for Exclusion, or Objection is **<<RESPONSE DEADLINE>>**.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and SONITROL ORANGE COUNTY, LLC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01398109-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendants' records:

(a) You worked _______________ workweeks during the Class Period;

(b) You worked _______________ pay periods between May 8, 2023 and the end of the Class Period (the Wage Statement/PAGA Period).

Based on the above, your Individual Settlement Payment is estimated to be $_______________.

(IV) If you disagree with items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: ____________________________ Date: ________________

<u>REQUEST FOR EXCLUSION FORM</u>

VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and SONITROL ORANGE COUNTY, LLC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01398109-CU-OE-CXC

IF YOU *<u>DO NOT</u>* WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST *<u>COMPLETE</u>*, *<u>SIGN</u>* AND *<u>MAIL</u>* THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], ADDRESSED AS FOLLOWS:

APEX CLASS ACTION ADMINISTRATION
VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and SONITROL ORANGE COUNTY, LLC
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO <u>NOT</u> SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***<u>do not</u>*** want to be included in the class action portion of the Settlement of the lawsuit entitled *VICENTE SANODVAL v. CYBEX SECURITY SOLUTIONS, LLC, and SONITROL ORANGE COUNTY, LLC,* Orange County Superior Court Case No. 30-2024-01398109-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *VICENTE SANODVAL V. CYBEX SECURITY SOLUTIONS, LLC, AND SONITROL ORANGE COUNTY, LLC.,* ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2024-01398109-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.

____
Name Telephone Number

____
Address

____
Date Signature

Last Four Digits of Social Security Number: ___ ___ ___ ___

EXHIBIT C

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 8, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Vicente Sandoval v. Cyber Security Solutions, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Vicente Sandoval ("Mr. Sandoval") in claims arising from his employment with Cybex Security Solutions, LLC, a California Limited Liability Company; Sonitrol Orange County, LLC, a California Limited Liability Company; and Does 1 through 100 (collectively, "Defendants"). Mr. Sandoval is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants specialize in installation and repair of burglary and fire security systems for commercial buildings and businesses. Mr. Sandoval has been employed by Defendants as a "Lead Technician" since approximately November 5, 2019. Mr. Sandoval's job duties include installation and repair of security systems, and teaching clients how to use the installed security system. Mr. Sandoval commenced a medical leave of absence on approximately August 8, 2023. Unless otherwise specified, all allegations herein occurred during Mr. Sandoval's employment with Defendants.

Defendants fail to pay Mr. Sandoval and other aggrieved employees all minimum and overtime wages owed due to Defendants' policies and practices that rounds and/or time-shaves Mr. Sandoval's and other aggrieved employees' hours, which has resulted in Mr. Sandoval and other aggrieved employees not being compensated for all hours actually worked. Defendants require Mr. Sandoval and other aggrieved employees to clock-in and out through an electronic application on a company provided phone which records Mr.

Sandoval's and other aggrieved employees' clock-in and clock-out times to the minute. Defendants, however, round Mr. Sandoval's and other aggrieved employees' timekeeping entries in quarter-hour increments, which results over a period of time in Defendants' failure to accurately compensate for all hours worked, depriving Mr. Sandoval and other aggrieved employees of all required minimum wages earned. *See Camp v. Home Depot U.S.A., Inc*. (2022) 84 Cal.App.5th 638, 654 ("[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked."). Further, on occasions when Mr. Sandoval and other aggrieved employees work over eight hours in a day and/or forty hours in a workweek, this process of time-shaving and/or rounding also deprives Mr. Sandoval and other aggrieved employees of all overtime wages owed.

In addition, Defendants' timekeeping policies and/or practices result in Mr. Sandoval and other aggrieved employees not being compensated for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants require Mr. Sandoval and other aggrieved employees to travel to their assigned jobsites, which can vary in location each day, before being permitted to clock in for their work shift. Mr. Sandoval and other aggrieved employees are only permitted to clock in prior to reaching their work location if this initial daily travel exceeds 75 miles or if they are stuck in traffic for more than one hour and twenty-five minutes. Further, Defendants require Mr. Sandoval and other aggrieved employees to communicate with supervisors for work purposes while off the clock, and to access various scheduling applications while off the clock in order to receive their next day's jobsite assignment. As a result of these policies/practices, Defendants have deprived Mr. Sandoval and other aggrieved employees of all minimum and overtime wages earned.

Throughout Mr. Sandoval's employment, Defendants also failed to provide Mr. Sandoval and other aggrieved employees with all legally-compliant meal periods. Specifically, Defendants' unlawful meal period policies/practices fail to provide timely, duty-free 30-minute meal periods commencing before the end of the fifth hour of work. Defendants only allow Mr. Sandoval and other aggrieved employees to take a single meal period each workday that exceeds 5.0 hours in length, which often does not commence until after the end of the fifth hour of work. Instead, Defendants regularly require Mr. Sandoval and other aggrieved employees to clock out prior to the conclusion of the fifth hour of work but to keep working while off the clock in order to make their time records appear as if a timely meal period had been taken, when no such timely meal period had actually been provided. Further, because Defendant only provides a single meal period each workday that exceeds 5.0 hours in length, Mr. Sandoval and other aggrieved employees are not provided with a second, duty-free 30-minute meal period when they work shifts in excess of 10.0 hours in length. Moreover, Defendants require Mr. Sandoval and other aggrieved employees to carry a cell phone at all times and to respond to any incoming calls or messages at all times, even during purported meal periods. This policy fails to relinquish all control over how Mr. Sandoval and other aggrieved employees spend their meal periods, in violation of California law. On occasions when Mr. Sandoval and other aggrieved employees are not provided with all lawful meal periods to which they were entitled, Defendants fail to pay Mr. Sandoval and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Defendants also maintain an unlawful rest period policy/practice that fails to authorize and permit Mr. Sandoval and other aggrieved employees to take all lawful, duty-free 10-minute rest periods for every four hours worked, or major fraction thereof. Specifically, Defendants maintain a policy and/or practice of unlawfully combining rest breaks into the employees' meal periods. *See Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027 (holding that in the context of an 8–hour shift with a single meal period, the preferred schedule requires the provision of a rest period in the middle of each "work period" before and after the meal break, and that "a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule."). As discussed above, as with meal periods, Defendants do not relieve employees of all employer control during rest periods in violation of *Augustus v. ABM Security Svcs., Inc.*, (2016) 2 Cal.5th 257. *See id*., at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular…communications devices, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.")(emphasis added). Specifically, Defendants require Mr. Sandoval and other aggrieved employees to carry cell phones and respond to incoming texts/calls/or Teams messages at all times, even during purported rest periods. Despite Defendants' failure to authorize and permit Mr. Sandoval and other aggrieved employees to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Mr. Sandoval and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also require Mr. Sandoval and other aggrieved employees to use their personal cellular phones and tools for necessary work purposes. Specifically, even though Defendants provided a company phone for Mr. Sandoval and other aggrieved employees to use for timekeeping purposes, the company-provided cell phones are frequently unusable. Therefore, employees are required to use their personal cellular phones for necessary work purposes, including to communicate daily with supervisors. Further, Mr. Sandoval and other aggrieved employees are required to download various cell phone applications on their personal cell phones for work purposes, including "T-Sheets," "Teams," and other applications used for the installation of security systems. Mr. Sandoval estimates that approximately 70-75% of all communication between himself and Defendants was conducted using his personal cell phone. Additionally, Mr. Sandoval and other aggrieved employees are required to buy tools needed to complete their assigned work duties. However, Defendants fail to reimburse Mr. Sandoval and other aggrieved employees for a reasonable portion of their cellular phone expenses or for the cost of necessary work tools, as mandated by Labor Code section 2802. *See also Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding that an employer must reimburse a reasonable portion of an employee's cell phone bill when its use is necessary for the job).

As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal and rest period premium wages, Defendants maintain inaccurate payroll records, issue inaccurate wage statements to Mr. Sandoval and other aggrieved employees, and failed to pay all final wages owed to aggrieved employees upon their respective separations of employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Sandoval and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Sandoval and other aggrieved employees to work overtime hours but did not compensate Mr. Sandoval or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Sandoval and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Sandoval and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Sandoval and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. As described above, Defendants also failed to authorize and permit Mr. Sandoval and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Sandoval and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Sandoval and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Sandoval and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Sandoval and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mr. Sandoval and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Defendants failed to timely pay aggrieved employees all final wages due to them at the time of their separation from employment, which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Mr. Sandoval is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages is willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mr. Sandoval will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Sandoval's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Sandoval and other aggrieved employees all overtime compensation earned;

b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Sandoval and other aggrieved employees the statutory minimum wage for all hours worked;

c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Sandoval and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Sandoval and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Sandoval and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Sandoval and other aggrieved employees for all necessary expenditures incurred;

f. Defendants violated Labor Code § 226 *et seq*. by failing to furnish Mr. Sandoval and other aggrieved employees with all accurate and compliant itemized wage statements;

g. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to aggrieved employees upon their respective separations from employment;

h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Sandoval and other aggrieved employees; and

i. Defendants violated Labor Code § 204 by failing to pay Mr. Sandoval and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt

CC: Cyber Security Solutions, LLC, Jason Martin, Agent for Service of Process, 1635 Iowa Street, #A Costa Mesa, CA 92626 (via certified mail)

Sonitrol Orange County, LLC Jason Martin, Agent for Service of Process, 23 Mauchly, Ste 100 Irvine, CA 92618 (via certified mail)

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Valerina Cifuentes
Subject:	Thank you for submission of your PAGA Case.
Date:	Wednesday, May 08, 2024 4:48:37 PM

5/8/2024

LWDA Case No. LWDA-CM-1027147-24
Law Firm : Haines Law Group, APC
Plaintiff Name : Vicente Sandoval
Employer: Cybex Security Solutions, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PAGA New PAGA Claim Notice

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *
Fletcher

Your Last Name *
Schmidt

Firm Name (if any) *
Haines Law Group, APC
(Enter "in pro per" if you are representing yourself)

Your Email Address *
vcifuentes@haineslawgrou

Your Street Name, Number and Suite/Apt *
2155 Campus Drive, Suite

Your Mobile Phone Number
4242922350

Your City *
El Segundo

Your Work Phone Number

Your State *
California

Your Zip/Postal Code *
90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *
Vicente Sandoval

Plaintiff/Aggrieved Employee Occupation *
Lead Technician

Add Additional Plaintiffs

Employer Information

Employer Entity Type
Corporation

Employer Name *
Cybex Security Solutions, LLC
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *
23 Mauchly #100

Employer City *
Irvine

Employer State *
California

Employer Zip/Postal Code *
92618

Employer Industry *

Other

Employer Industry for "Other" *

Security Systems

Add additional defendants

- [x] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Corporation

Employer Name *

Sonitrol Orange County, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

23 Mauchly #100

Employer City *

Irvine

Employer State *

California

Employer Zip/Postal Code *

92618

Employer Industry *

Other

Employer Industry for "Other" *

Security Systems

Add Additional Employers

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [x] Minimum Wage
- [x] Overtime
- [ ] Not paid for all hours worked
- [x] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [x] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [ ] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [x] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 – 1815)
- [ ] Apprenticeship (Labor Code 3070 – 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [x] Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Failing to pay all wages earned at least twice during each calendar moı

Other(Maybe Multiple)

- [ ] Other Violation

PAGA Claim Type – Check All that Apply *

- [x] Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- [ ] Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- [x] Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

- [ ] I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *
Fletcher

Billing Last Name *
Schmidt

Billing Email *
vcifuentes@haineslawgrou

Billing Phone
4242922350

Billing Street Name, Number and Suite/Apt *
2155 Campus Drive, Suite 180

Billing City *
El Segundo

Billing State *
California

Billing Zip/Postal Code *
90245

Credit Card Type *
Visa

Credit Card Number *
4154178575546940

CVV Number *
182

Credit Card Expiration Month *
05
mm

Credit Card Expiration Year *
2024
yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *
Choose File 2024-05-08 ... LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)
Choose File No file chosen

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page Submit

EXHIBIT D