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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 FINAL APPROVAL OF  
CLASS ACTION AND PAGA ACTION  
SETTLEMENT, CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT, AND ATTORNEYS' FEES  
AND COSTS**

Date: May 14, 2026  
Time: 2:00 p.m.  
Dept.: CX102

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 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 responsible for overseeing over sixty (60) active wage and hour class action and/or PAGA representative 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 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

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-  
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,  
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for  
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,  
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding  
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work  
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-  
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,  
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of  
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.  
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable  
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work  
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.  
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,  
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of  
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,  
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable  
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on  
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*  
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,  
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-  
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-  
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,  
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Miriam Moreno v.*  
25 *Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior  
26 Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for work performed in  
27 2022-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-  
28 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); *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); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

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 D. Tyler 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.

1           8.       As counsel for Plaintiff, I have been actively involved in all aspects of this  
2 litigation since its inception.

3           9.       Attached hereto as **Exhibit 1** is a true and correct copy of the Court's October 31,  
4 2025 Order preliminarily approving the settlement. Attached hereto as **Exhibit 2** is a true and  
5 correct copy of my firm's costs report reflecting Class Counsel's out-of-pocket litigation expenses  
6 incurred to date. Attached hereto as **Exhibit 3** are true and correct copies of Plaintiff's  
7 submissions of the Settlement Agreement and Supplemental Brief in Support of the Motion for  
8 Preliminary Approval to the LWDA, and the LWDA's confirmations of receipt. Attached hereto  
9 as **Exhibit 4** is a true and correct copy of Class Counsel's detailed hourly breakdown for work  
10 performed by each attorney in this matter. Attached hereto as **Exhibit 5** is a true and correct copy  
11 of the Laffey Matrix for 2026. Attached hereto as **Exhibit 6** is a true and correct copy of the  
12 mediation invoice provided by Klatte Mediation. Attached hereto as **Exhibit 7** is a true and correct  
13 copy of Plaintiff's Submission for Plaintiff's Motion for Final Approval of Class Action and  
14 PAGA Action Settlement, including all documents filed in support thereof, and the LWDA's  
15 confirmation of receipt.

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

18           11.      On May 8, 2024, Plaintiff initiated the instant action alleging Defendants failed to:  
19 (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv)  
20 authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue  
21 accurate itemized wage statements; and (vii) comply with California's Unfair Competition laws.  
22 On July 15, 2024, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for  
23 civil penalties under the Private Attorneys General Act, Labor Code § 2698, *et seq.* (PAGA),  
24 based on the same underlying Labor Code violations.

25           12.      The Parties engaged in significant informal discovery, and Plaintiff propounded  
26 four sets of formal written discovery on Defendants prior to attending mediation. Through  
27 informal discovery, Defendants provided Plaintiff with timekeeping and payroll records for all  
28 putative class members. Plaintiff then conducted an in-depth analysis of the produced data and

1 create a class-wide exposure model for the claims at issue. On January 27, 2025, the Parties  
2 participated in an all-day mediation with mediator Will Klatte, Esq., during which the Parties  
3 exchanged divergent views on Defendants' liability and exposure valuations, their legal positions,  
4 and the likelihood of certification of Plaintiff's claims. At the close of mediation, the mediator  
5 made a mediator's proposal to resolve all claims at issue on a class and PAGA representative  
6 basis, which the Parties ultimately accepted. Over the following months, the Parties negotiated  
7 and executed the long-form Settlement Agreement. Following supplemental briefing and the  
8 Parties' execution of the Amendment to Stipulation of Settlement, the Court preliminarily  
9 approved the Settlement on October 31, 2025. On September 30, 2025, Plaintiff provided the  
10 LWDA with the Settlement Agreement in connection with his Supplemental Brief in Support of  
11 the Motion for Preliminary Approval. Further, on October 24, 2025, Plaintiff provided notice of  
12 the Court's Preliminary Approval ruling to Defendant and the LWDA, and subsequently uploaded  
13 the Court's signed Preliminary Approval Order to the LWDA's website.

14 13. Class Counsel's cost records reflect \$7,471.83 in out-of-pocket litigation expenses  
15 incurred to date. Plaintiff seeks reimbursement of a total of \$7,611.79, which includes an  
16 additional \$139.97 in reasonably anticipated future costs that Plaintiff will incur for the filing and  
17 service of the Motion for Final Approval, which will be incurred following submission of this  
18 motion, and the cost of filing the Settlement Administrator's final accounting declaration, which  
19 will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing  
20 deadline. These costs are both foreseeable and necessary to fully implement the terms of the  
21 Settlement and to complete the final approval process.

22 14. As detailed in Plaintiff's Motion for Preliminary Approval, Defendants maintain  
23 that their timekeeping policies/practices comply with California law, and that they properly  
24 compensate Settlement Class members for all hours worked. Defendants also maintain that this  
25 claim is not suitable for class treatment, as it requires individualized inquiries into whether any  
26 employee was required to travel or communicate with supervisors while off-the-clock, and  
27 exactly how much time each employee purportedly spent while off-the-clock on any given day,  
28

1 which is increasingly difficult since employees reported to work at varying work sites and off-  
2 the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

3 15. In response to Plaintiff's unlawful rounding claim, Defendants contend that their  
4 rounding practice is neutral and operates in an even-handed way, which Defendants assert is  
5 lawful under the court's ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210  
6 Cal.App.4th 889. Moreover, Defendants contend that Plaintiff could not certify this claim, as it  
7 would require individualized inquiries into each employee on a pay period by pay period basis as  
8 to whether the employee was overpaid or underpaid based on Defendants' rounding practice,  
9 resulting in an unmanageable series of mini-trials. Finally, because *Camp v. Home Depot U.S.A.,*  
10 *Inc.* has been granted review by the California Supreme Court, the decision is only persuasive,  
11 not binding authority, and Plaintiff faces the risk that the *Camp* holding could be reversed,  
12 rendering Plaintiff's reliance on *Camp* misplaced.

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

23 17. As to Plaintiff's rest period claim, Defendants maintain they authorized and  
24 permitted the Settlement Class members to take all lawful rest periods to which they are entitled.  
25 Defendants assert that they did not maintain a written rest period policy or practice requiring that  
26 rest periods be combined with meal periods, that employees were free to take their rest period at  
27 the time of their choosing, and therefore this claim will fail on the merits. Defendants also assert  
28 that this claim is unmanageable and not suited for class certification, as it requires individualized

1 inquiries into whether each employee was authorized and permitted to take a lawful rest period  
2 and on which days, which Defendants argue Plaintiff will be unable to substantiate with any  
3 common, documentary evidence, as rest periods are not required to be recorded, resulting in an  
4 unmanageable series of mini-trials.

5 18. Defendants maintain, with regard to Plaintiff's expense reimbursement claim, that  
6 they provided company cell phones to their employees, limiting any liability, and never required  
7 employees to purchase their own tools and any purchases were due to employee choice.  
8 Defendants further maintain this claim is not suited for class certification, as individual issues  
9 would predominate to determine which, if any, employees purchased tools or used their personal  
10 cell phones rather than using those provided by Defendants, resulting in an unmanageable series  
11 of mini-trials.

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

19 20. Here, Class Counsel seeks an attorneys' fee award of \$61,666.66, representing  
20 one-third of the MSA, the same percentage sought in *Laffitte*, which is fair and reasonable based  
21 on the percentage of the recovery method, and is consistent with my firm's experience in similar  
22 wage-and-hour class action matters.

23 21. In this case, Plaintiff's counsel has a lodestar of approximately \$91,087.50, which  
24 results in a ***negative multiplier*** of 0.67 compared to the \$61,666.66 fee request. A summary  
25 showing the number of hours of work performed by each attorney is set forth below. The billing  
26 rates used are reasonable in view of the evidence submitted herewith, and have been previously  
27 approved by various courts throughout California.

| Name                                        | Rate  | Hours | Pre-Multiplier Lodestar |
|---------------------------------------------|-------|-------|-------------------------|
| Paul K. Haines<br>(19th Year Attorney)      | \$975 | 10.8  | \$10,530.00             |
| Fletcher W. Schmidt<br>(13th Year Attorney) | \$875 | 21.1  | \$18,462.50             |
| Matthew K. Moen<br>(10th Year Attorney)     | \$775 | 59.8  | \$46,345.00             |
| Ian T. Mallery<br>(2nd Year Attorney)       | \$450 | 35.0  | \$15,750.00             |
| <b>Total Lodestar</b>                       |       |       | <b>\$91,087.50</b>      |

22. As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Class Counsel's efforts include conducting a 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-wide 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 preparing the Memorandum of Understanding, long-form Settlement Agreement, Amendment to Stipulation of Settlement, and Class Notice documents, preparing the Motions for Preliminary and Final Approval, preparing the Supplemental Brief in Support of Preliminary Approval, overseeing the Notice process, and otherwise litigating the case. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks.

23. Class Counsel are highly experienced in litigating wage and hour class actions and collectively bring decades of experience in class and representative employment matters. *See* Class Counsel have been appointed as class counsel in numerous certified class actions in both state and federal courts.

1           24.     Class Counsel incurred and respectfully requests reimbursement of \$7,611.79 in  
2 actual litigation costs, which is more than \$4,000 *less* than the \$12,000.00 amount preliminarily  
3 approved by the Court in the Settlement Agreement. The unclaimed portion of litigation costs  
4 will be distributed to Settlement Class members as part of the NSA. Class Counsel's request is  
5 fair, adequate, and reasonable, as all costs are documented and reasonably incurred.

6           25.     Plaintiff also requests that the Court approve \$3,990.00 in administration costs to  
7 Apex Class Action Administration, the Court-appointed Settlement Administrator.

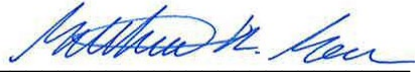
8           26.     Plaintiff seeks an Enhancement Payment of \$5,000.00, and believes that this  
9 request is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff  
10 undertook on behalf of the Settlement Class members. Among other things, Plaintiff searched for  
11 relevant documents for use in the lawsuit, provided factual information to his attorneys, held  
12 various phone calls with his attorneys to discuss the claims in the lawsuit and Defendants'  
13 practices, assisted his attorneys to help prepare for mediation, made himself available during  
14 mediation to assist and answer factual questions posed by the mediator, reviewed and provided  
15 input regarding the settlement in this case, and otherwise assisted his attorneys in moving this  
16 case towards resolution.

17           27.     Plaintiff has invested significant time and effort into seeing this litigation through  
18 resolution, and the Settlement Class, who would not be receiving anything if it were not for  
19 Plaintiff's decision to pursue these claims, will benefit greatly from his participation.

20           28.     I confirm that I do not have any interest or involvement in, and am not affiliated  
21 with, the proposed settlement administrator, Apex Class Action Administration.

22           29.     I confirm that my firm is not aware of any other pending matter or action asserting  
23 claims that will be extinguished or adversely affected by this Settlement. Further, I sent a firm-  
24 wide email inquiring if any member of my law firm was aware of any other pending matter or  
25 action that asserts claims similar to those asserted in this action that will be extinguished or  
26 adversely affected by this Settlement. No one from my law firm stated that they were aware of  
27 any other pending matter or action that asserts claims similar to those asserted in this action that  
28 will be extinguished or adversely affected by this Settlement.

1 I declare under penalty of perjury under the laws of California and the United States that  
2 the foregoing is true and correct. Executed on April 20, 2026, at El Segundo, California.

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Matthew K. Moen

# **EXHIBIT 1**

**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]*

**AMENDED ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA ACTION  
SETTLEMENT**

Date: October 23, 2025  
Time: 2:00 p.m.  
Dept.: CX102

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

**ORDER**

The Motion of Plaintiff Vicente Sandoval (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on October 23, 2025, at 2:00 p.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the proposed Stipulation of Settlement and Amendment to Stipulation of Settlement (collectively, the “Settlement Agreement” or “Settlement”) entered into between Plaintiff and Defendants Cybex Security Solutions, LLC and Sonitrol Orange County, LLC (collectively, “Defendants”), attached as Exhibit B to the Declaration of Matthew K. Moen filed concurrently with the Supplemental Brief; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

1           3.       The Court finds that the Maximum Settlement Amount of \$185,000.00 falls  
2 within the range that could be found to be a fair, adequate, and reasonable settlement at the  
3 Final Approval Hearing. The Maximum Settlement Amount includes \$10,000.00 allocated to  
4 PAGA civil penalties, of which 75% (or \$7,500.00) will be payable to the LWDA and 25% (or  
5 \$2,500.00) will be payable to the PAGA Aggrieved Employees, up to \$61,666.66 (one third of  
6 the Maximum Settlement Amount) for attorneys' fees, up to \$12,000.00 in actual litigations cost  
7 reimbursement, up to \$5,000.00 as a representative enhancement payment to Plaintiff, and costs  
8 of the Settlement Administrator not to exceed \$3,990.00.

9           4.       The Settlement provides for Individual Settlement Payments to participating  
10 Settlement Class members using the following formula: (1) \$2,500 payable to the PAGA  
11 Aggrieved Employees as their 25% portion of the PAGA civil penalties based on the individual  
12 PAGA Aggrieved Employees' proportionate number of pay periods that he or she worked  
13 during the PAGA Period compared to the aggregate number of pay periods worked by all  
14 PAGA Aggrieved Employees during the PAGA Period; (2) 5% of the Net Settlement Amount  
15 will be designated as the "Wage Statement Amount" and paid to each participating Settlement  
16 Class member employed by Defendants between May 8, 2023 and September 11, 2025 based on  
17 the individual participating Settlement Class members' proportionate number of workweeks that  
18 he or she worked during the time period of May 8, 2023 to September 11, 2025, compared to  
19 the aggregate number of workweeks worked by all participating Settlement Class members  
20 during the aforementioned time period; and (3) the remainder of the Net Settlement Amount  
21 will be distributed to each participating Settlement Class member based on the proportionate  
22 number of workweeks that he or she worked during the Class Period compared to the aggregate  
23 number of workweeks worked by all participating Settlement Class members during the Class  
24 Period.

25           5.       For purposes of the Settlement, the Court finds that the proposed Settlement  
26 Class is ascertainable and that there is a sufficiently well-defined community of interest among  
27 the members of the Settlement Class in questions of law and fact. Therefore, for settlement  
28 purposes only, the Court grants conditional certification of the following Settlement Class:

1 All current and former non-exempt employees who worked for Defendants in  
2 California between May 8, 2020 and September 11, 2025 (the “Class Period”).

3 6. For purposes of the Settlement, the Court designates named Plaintiff Vicente  
4 Sandoval as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt,  
5 Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, as Class Counsel.

6 7. The Court designates Apex Class Action Administration as the third-party  
7 Settlement Administrator for mailing notices.

8 8. The Court approves, as to form and content, the Notice of Class Action and  
9 PAGA Action Proposed Settlement (“Class Notice”), the Notice of Individual Settlement  
10 Payment, the Request for Exclusion Form, and the Objection Form (collectively, the “Notice  
11 Packet”) attached as Exhibit B to the Declaration of Matthew K. Moen filed concurrently with  
12 Plaintiff’s Supplemental Brief (ROA # 83), and further attached as **Exhibit 1** to this Order.

13 9. The Court finds that the form of notice to the Settlement Class regarding the  
14 pendency of the action and of the Settlement, and the methods of giving notice to Settlement  
15 Class members, constitute the best notice practicable under the circumstances, and constitute  
16 valid, due, and sufficient notice to all Settlement Class members. The form and method of  
17 giving notice complies fully with the requirements of California Code of Civil Procedure  
18 section 382, California Rules of Court 3.766 and 3.769, the California and United States  
19 Constitutions, and other applicable law.

20 10. The Court further approves the procedures for Settlement Class members to opt-  
21 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

22 11. The procedures and requirements for submitting objections in connection with  
23 the Final Approval Hearing are intended to ensure the efficient administration of justice and the  
24 orderly presentation of any Settlement Class member’s objection to the Settlement, in  
25 accordance with the due process rights of all Settlement Class members.  
26  
27  
28

1           12.     The Court directs the Settlement Administrator to mail the Notice Packet to the  
2 Settlement Class members in English and Spanish, in accordance with the terms of the  
3 Settlement.

4           13.     Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60  
5 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to  
6 the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an  
7 additional forty-five (45) calendar dates from the date of re-mailing or until the Response  
8 Deadline has expired, whichever is later, to submit a Request for Exclusion, objection, or  
9 dispute. Any Request for Exclusion or Objection shall be submitted directly to the Settlement  
10 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or  
11 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and  
12 Objections to counsel for all parties.

13           14.     The Final Approval Hearing on the question of whether the Settlement  
14 Agreement should be finally approved as fair, reasonable and adequate is scheduled on May 14,  
15 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa  
16 Ana, CA 92701. The Court reserves the right to continue the date of the Final Approval Hearing  
17 without further notice to the Settlement Class members. The Court retains jurisdiction to  
18 consider all further applications arising out of or in connection with the Settlement Agreement.

19           15.     At the Final Approval Hearing, the Court will consider: (a) whether the  
20 Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement  
21 Class; (b) whether a judgment granting final approval of the Settlement should be entered; and  
22 (c) whether Plaintiff's application for enhancement payments, settlement administration costs,  
23 payment to the California Labor and Workforce Development Agency ("LWDA") for its 75%  
24 share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section  
25 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

26           16.     Plaintiff's Counsel shall file memoranda, declarations, or other statements and  
27 materials in support of their request for final approval of the Settlement and Plaintiff's  
28 application for enhancement payments, settlement administration costs, payment to the LWDA

for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court. In advance of the Final Approval Hearing, the Settlement Administrator shall provide a copy of its invoice attached to its declaration regarding administration of the Settlement.

17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on October 23, 2025):

| Event                                                                                               | Date                      |
|-----------------------------------------------------------------------------------------------------|---------------------------|
| Defendants to provide class contact information to Settlement Administrator no later than:          | November 6, 2025          |
| Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than:   | November 21, 2025         |
| Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement: | January 20, 2026          |
| 45-day Extended Response Deadline for Re-Mailed Notice Packets                                      | March 6, 2026             |
| Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:                | March 25, 2026            |
| Final Approval Hearing                                                                              | May 14, 2026 at 2:00 p.m. |

18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

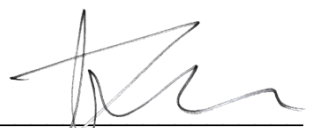
19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

20. To the extent consistent with class action procedure, the Court shall retain continuing jurisdiction over this Action and the Settlement pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

1           21.     The Settlement Administrator shall give notice of this preliminary approval  
2 order, and will give notice of the final judgment, to the Settlement Class members by mailing of  
3 the Notice Packet and by posting this preliminary approval order and the final judgment to the  
4 Settlement Administrator's website, in accordance with the terms of the Settlement.

5 **IT IS SO ORDERED.**

6  
7 Dated: **October 31, 2025**

  
\_\_\_\_\_  
Honorable Layne H. Melzer  
Judge of the Superior Court

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# EXHIBIT 1

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 September 11, 2025.

**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 September 11, 2025 (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:**

**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

**Attorneys for Defendant:**

**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 September 11, 2025. 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 \$3,990.00 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 \$10,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$7,500.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% (\$2,500.00) 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 September 11, 2025, 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 dividing 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, \$10,000.00 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 September 11, 2025 (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.

Payment to Class Members. 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.

Allocation and Taxes. 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.

Release. 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 September 11, 2025, 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 September 11, 2025.

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 September 11, 2025. 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?***

Do Nothing. 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 September 11, 2025) as well as the proportionate number of workweeks you worked during the PAGA Period (May 8, 2023, through September 11, 2025). 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 September 11, 2025, for Defendant;
- (c) you worked \_\_\_\_\_ workweeks between May 8, 2023, and September 11, 2025, 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 the attached "Request for Exclusion Form" postmarked no later than **<<RESPONSE DEADLINE>>**, containing your full name, address, last four digits of your Social Security number, and your signature.

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 fill out the attached “Objection Form” and mail it 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-access> and 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 B to the Declaration of Matthew K. Moen In Support of Plaintiff’s Supplemental Brief in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on <<Date of

Preliminary Approval Supplemental Briefing Filing>>. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, 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: \_\_\_\_\_

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2 **REQUEST FOR EXCLUSION FORM**

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

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

10 **APEX CLASS ACTION ADMINISTRATION**  
11 ***VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and***  
12 ***SONITROL ORANGE COUNTY, LLC***  
13 **SETTLEMENT ADMINISTRATOR**  
14 **<<ADMINISTRATOR CONTACT INFO>>**

15 **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE**  
16 **CLASS ACTION PORTION OF THE SETTLEMENT.**

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

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

27 \_\_\_\_\_  
28 Name Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

## OBJECTION FORM

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

If you wish to object to the settlement, or any portion of it, you may complete, sign and mail this form, postmarked on or before **[RESPONSE DEADLINE]**, addressed as follows:

**APEX CLASS ACTION ADMINISTRATION**  
**VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, et al.**  
**SETTLEMENT ADMINISTRATOR**  
**<<ADMINISTRATOR CONTACT INFO>>**

**Objecting Class Member Information:**

| Name | Telephone Number |
|------|------------------|
|------|------------------|

---

Address

|      |           |
|------|-----------|
| Date | Signature |
|------|-----------|

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

**Describe the nature and basis of each objection and please attach additional pages if necessary:**

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# **EXHIBIT 2**

March 23, 2026

Vicente Sandoval

**Charges :**

|           |      |                                                                                                                                                                                                                                                                                                                                                                                       | <u>Qty/Price</u> | <u>Amount</u> |
|-----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|
| 2/29/2024 | ALL  | Postage for February, 2024.                                                                                                                                                                                                                                                                                                                                                           | 1<br>14.72       | 14.72         |
|           | ALL  | Copying cost for February, 2024.                                                                                                                                                                                                                                                                                                                                                      | 7<br>0.25        | 1.75          |
| 5/8/2024  | ALL  | One legal's filing fee for: Complaint,Civil Case Cover Sheet,Summons Issued and Filed<br>Order #: 22856231                                                                                                                                                                                                                                                                            | 1<br>1,495.04    | 1,495.04      |
|           | IO   | LWDA Filing Fee: Order #: ORD-000282854                                                                                                                                                                                                                                                                                                                                               | 1<br>75.00       | 75.00         |
| 5/22/2024 | IDLC | One Legal filing fee for: Notice of Posting Jury Fees<br>Order #: 22961891                                                                                                                                                                                                                                                                                                            | 1<br>172.13      | 172.13        |
| 5/31/2024 | ALL  | Postage for May, 2024.                                                                                                                                                                                                                                                                                                                                                                | 1<br>15.20       | 15.20         |
|           | ALL  | Copying cost for May, 2024.                                                                                                                                                                                                                                                                                                                                                           | 14<br>0.25       | 3.50          |
|           | ALL  | First Legal service fee for: 2024-05-22 Notice of Posting Jury Fees, 2024-05-08 Civil Case Cover Sheet, 2024-05-08 Cybex Security Complaint, 2024-05-30 Minute Order re Initial CMC, 2024-05-08 Summons, ADR Packet, 2024-05-31 Notice of Status Conference and Electronic Filing Requirement.<br>Order #: 5753210<br>Process - Branch 3 days<br>Base charge + PDF/Ship + Fuel charge | 1<br>134.99      | 134.99        |
|           | ALL  | First Legal service fee for: 2024-05-22 Notice of Posting Jury Fees, 2024-05-08 Civil Case Cover Sheet, 2024-05-08 Cybex Security Complaint, 2024-05-30 Minute Order re Initial CMC, 2024-05-08 Summons, ADR Packet, 2024-05-31 Notice of Status Conference and Electronic Filing Requirement.                                                                                        | 1<br>134.99      | 134.99        |

3/23/2026

|                 |                                                                                                                                                                                                                                                                                                                                                                         |  | <u>Qty/Price</u> | <u>Amount</u> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|---------------|
|                 | Order #: 5753211<br>Process - Branch 3 days<br>Base charge + PDF/Ship + Fuel charge                                                                                                                                                                                                                                                                                     |  |                  |               |
| 5/31/2024 ALL   | First Legal service fee for: 2024-05-22 Notice of Posting Jury Fees, 2024-05-08 Civil Case Cover Sheet, 2024-05-08 Cybex Security Complaint, 2024-05-30 Minute Order re Initial CMC, 2024-05-08 Summons, ADR Packet, 2024-05-31 Notice of Status Conference and Electronic Filing Requirement.<br>Order #: 5753241<br>Process - Branch 3 days<br>Base charge + PDF/Ship |  | 1<br>58.80       | 58.80         |
| 6/6/2024 ALL    | First Legal filing fee for: Proof of Service of 30-day Summons & Complaint - Substitute; Proof of Service of 30 day Summons & Complaint - Substitute.<br>Order #: 5761616<br>Direct E-filing<br>Base charge + Additional charges                                                                                                                                        |  | 1<br>14.20       | 14.20         |
| 7/15/2024 IDLC  | First Legal filing fee for: First Amended Class and Representative Action Complaint<br>Order #: 5806173<br>Direct E-filing<br>Base charge + Additional charges                                                                                                                                                                                                          |  | 1<br>14.20       | 14.20         |
| 8/6/2024 IDLC   | First Legal filing fee for: Proof of Service<br>Order #: 5833836<br>Direct E-filing<br>Base charge + Additional charges                                                                                                                                                                                                                                                 |  | 1<br>14.20       | 14.20         |
| 9/25/2024 IDLC  | One Legal filing fee for: Case Management Statement<br>Order #: 23807552                                                                                                                                                                                                                                                                                                |  | 1<br>20.60       | 20.60         |
| 10/14/2024 IDLC | Klatte Mediation fee for remote mediation on January 6, 2025. (Note: Mediation rescheduled to January 27, 2025)<br>Invoice #: 1188                                                                                                                                                                                                                                      |  | 1<br>5,000.00    | 5,000.00      |
| 10/31/2024 ML   | Postage for October, 2024.                                                                                                                                                                                                                                                                                                                                              |  | 1<br>5.54        | 5.54          |
| 1/31/2025 ML    | Westlaw cost for January, 2025.                                                                                                                                                                                                                                                                                                                                         |  | 1<br>45.73       | 45.73         |
| 3/11/2025 ML    | One Legal filing fee for Stipulation and Order, Proposed Stipulation and Order<br>Order #: 24854231                                                                                                                                                                                                                                                                     |  | 1<br>41.51       | 41.51         |

3/23/2026

|                      |                                                                                                                                       | <u>Qty/Price</u> | <u>Amount</u>     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| 6/5/2025             | IO One Legal filing fee for: Motion - Other,Declaration in Support,Declaration in Support,Declaration in Support<br>Order #: 25544163 | 1<br>82.81       | 82.81             |
| 6/6/2025             | IO One Legal filing fee for: Declaration in Support<br>Order #: 25552994                                                              | 1<br>19.82       | 19.82             |
| 9/12/2025            | IO One Legal filing fee for: Notice of Ruling - Complex<br>Order #: 26286550                                                          | 1<br>19.82       | 19.82             |
| 10/1/2025            | IO One Legal filing fee for: Declaration in Support<br>Order #: 26425076                                                              | 1<br>19.82       | 19.82             |
| 10/24/2025           | IO Orange County Superior Court Document Purchase. Payment Confirmation Code: 04743G                                                  | 1<br>7.50        | 7.50              |
|                      | IO One Legal filing fee for: Proposed Order,Proposed Order<br>Order #: 25546953                                                       | 1<br>19.82       | 19.82             |
| 10/27/2025           | IO One Legal filing fee for: Notice - Other - Complex<br>Order #: 26622664                                                            | 1<br>19.82       | 19.82             |
| 11/4/2025            | IO One Legal filing fee for: Order - Other,Proposed Order<br>Order #: 26435702                                                        | 1<br>19.82       | 19.82             |
| 3/19/2026            | ML Copying cost for March, 2026.                                                                                                      | 2<br>0.25        | 0.50              |
| <b>Total charges</b> |                                                                                                                                       |                  | <b>\$7,471.83</b> |

# **EXHIBIT 3**

**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.



## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

*Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".*

[Search for PAGA Case number](#)

***The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.***

Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

### Court and Hearing Information

**Court \***

Superior Court of the State

**Court Case Number \***

30-2024-01398109-CU-

**Hearing Date (if any)**

09/11/2025

**Hearing Time**

2:00 p.m.

**Hearing Location**

751 West Santa Ana Blvd.,

**Number of aggrieved employees \***

41

**Gross settlement amount \***

185000.00

**Gross penalty amount \***

10000.00

**Penalties to LWDA \***

7500.00

**Date of proposed settlement \***

05/19/2025

### Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

### Proposed Settlement and Other Documents

**Proposed Settlement (must be .pdf) \***

Moen Decl. - ...greement).pdf

**Other Attachment (if any, must be .pdf)**

1. 2025-06-...y Approval.pdf

**Other Attachment (if any, must be .pdf)**

2. 2025-06-... PA Motion.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

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3. 2025-06-...y Approval.pdf

Other Attachment (if any, must be .pdf)

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4. 2025-06-...y Approval.pdf

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5. 2025-06-...y Approval.pdf

Other Attachment (if any, must be .pdf)

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6. 2025-06-...ecl. ISO PA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

7. 2025-06-...anft ISO PA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

8. 2025-06-...f of Service.pdf

[Add Another Attachment](#)

**LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.**

**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.**

Should you have questions regarding this online form, please contact [PAGInfo@dir.ca.gov](mailto:PAGInfo@dir.ca.gov)

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I'm not a robot

reCAPTCHA  
[Privacy](#) - [Terms](#)

reCAPTCHA helps prevent automated form spam.

The submit button will be disabled until you complete the CAPTCHA.

[Previous Page](#)

[Submit](#)

**From:** [DIR PAGA Unit](#)  
**To:** [Jonathan Ramirez](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Thursday, June 5, 2025 2:32:50 PM

---

06/05/2025 02:31:20 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

**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.



## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

***The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.***

#### Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

## Court and Hearing Information

Court \*

Orange County Superior Court ▼

Court Case Number \*

30-2024-01398109-CU-

Hearing Date \*

10/23/2025

Hearing Time \*

02:00 p.m.

HH:MM

Hearing Location \*

751 W. Santa Ana Blvd, Sa

Number of aggrieved employees \*

41

Net Amount to Aggrieved Employees \*

95843.34

Gross settlement amount \*

185000.00

Gross penalty \*

10000.00

Penalties to LWDA \*

7500.00

Date of proposed settlement \*

05/19/2025

## Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

## Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) \*

Choose File 2025-09-30 ...y Approval.pdf

Other Attachment (if any, must be .pdf)

Choose File 2025-09-30 ...ion (mkm).pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

2025-09-30 ... Attached).pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

2025-09-30 ... of Service.pdf

[Add Another Attachment](#)

**LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.**

**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.**

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

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## Valerina Cifuentes

---

**From:** no-reply@formassembly.com  
**Sent:** Tuesday, September 30, 2025 5:44 PM  
**To:** Valerina Cifuentes  
**Subject:** Thank you for your Proposed Settlement Submission

09/30/2025 05:43:31 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/30/2025 05:43:31 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1027147-24

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 4**

**Haines Law Group, APC**  
**Billing Summary**  
*Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*

| <b>Activity</b>                                                                                                                                                                                                                                                 | <b>Attorney/Hrs/Rate</b>                                                                                             | <b>AMOUNT</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------|
| Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.                                                                                                                                       | PKH 3.6 hrs. @\$975/hr. = \$3,510.00<br>FWS 3.9 hrs. @\$875/hr. = \$3,412.50                                         | \$6,922.50    |
| Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions.                                                                                                           | PKH 1.1 hrs. @\$975/hr. = \$1,072.50<br>FWS 2.8 hrs. @\$875/hr. = \$2,450.00<br>MKM 2.8 hrs. @\$775/hr. = \$2,170.00 | \$5,692.50    |
| Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA; prepare First Amended Complaint to add PAGA claim; draft and review Plaintiff's ISC Statement. | FWS 1.3 hrs. @\$875/hr. = \$1,137.50<br>MKM 3.4 hrs. @\$775/hr. = \$2,635.00                                         | \$3,772.50    |
| Calls and e-mails w defense counsel re service of complaint and trajectory of case; serve complaint.                                                                                                                                                            | FWS 1.7 hrs. @\$875/hr. = \$1,487.50<br>MKM 2.1 hrs. @\$775/hr. = \$1,627.50                                         | \$3,115.00    |
| Review Defendant's answer; Meeting and conferring with opposing counsel re case and mediation; researching mediators and availability.                                                                                                                          | FWS 0.8 hrs. @\$875/hr. = \$700.00<br>MKM 3.1 hrs. @\$775/hr. = \$2,402.50                                           | \$3,102.50    |
| Meeting and conferring with opposing counsel regarding mediation; draft and send mediation requests to Defendant and meet and confer with opposing counsel regarding informal discovery requests.                                                               | FWS 1.5 hrs. @\$875/hr. = \$1,312.50<br>MKM 5.3 hrs. @\$775/hr. = \$4,107.50                                         | \$5,420.00    |
| Review and organize mediation data production; conduct review and analysis of                                                                                                                                                                                   | PKH 2.0 hrs. @\$975/hr. = \$1,950.00<br>FWS 2.3 hrs. @\$875/hr. = \$2,012.50<br>MKM 6.9 hrs. @\$775/hr. = \$5,347.50 | \$11,200.00   |

|                                                                                                                                                                                              |                                                                                                                                                             |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Defendant's timekeeping and payroll records for exposure analysis; draft mediation brief and prepare for mediation; legal research re same; pre-mediation communications with mediator.      | ITM 4.2 hrs. @\$450/hr. = \$1,890.00                                                                                                                        |                    |
| Attend mediation with William Klatte, Esq.; draft MOU; calls w client.                                                                                                                       | MKM 11.9 hrs. @\$775/hr. = \$9,222.50<br>ITM 8.5 hrs. @\$450/hr. = \$3,825.00                                                                               | \$13,047.50        |
| Communications and meetings w client re: settlement and approval process.                                                                                                                    | MKM 4.8 hrs. @\$775/hr. = \$3,720.00<br>ITM 2.4 hrs. @\$450/hr. = \$1,080.00                                                                                | \$4,800.00         |
| Negotiate and draft long-form settlement agreement and notice packet; phone calls with opposing counsel re the same; communications w client re same; obtain and review administration bids. | FWS 2.2 hrs. @\$875/hr. = \$1,925.00<br>MKM 4.2 hrs. @\$775/hr. = \$3,255.00<br>ITM 3.1 hrs. @\$450/hr. = \$1,395.00                                        | \$6,575.00         |
| Draft preliminary approval motion and supporting documents, including legal research; file motion for preliminary approval.                                                                  | PKH 1.0 hrs. @\$975/hr. = \$975.00<br>FWS 1.2 hrs. @\$875/hr. = \$1,050.00<br>MKM 5.1 hrs. @\$775/hr. = \$3,952.50<br>ITM 7.2 hrs. @\$450/hr. = \$3,240.00  | \$9,217.50         |
| Communications with settlement administrator; review weekly reports; oversee notice process.                                                                                                 | MKM 2.4 hrs. @\$775/hr. = \$1,860.00<br>ITM 1.9 hrs. @\$450/hr. = \$855.00                                                                                  | \$2,715.00         |
| Draft final approval motion and supporting documents; file final approval motion.                                                                                                            | PKH 1.0 hrs. @\$975/hr. = \$975.00<br>FWS 1.2 hrs. @\$875/hr. = \$1,050.00<br>MKM 4.6 hrs. @\$775/hr. = \$3,565.00<br>ITM 5.6 hrs. @\$450/hr. = \$2,520.00  | \$8,110.00         |
| Misc. internal meetings regarding case strategy and case status.                                                                                                                             | PKH 2.1 hrs. @ \$975/hr. = \$2,047.50<br>FWS 2.2 hrs. @\$875/hr. = \$1,925.00<br>MKM 3.2 hrs. @\$775/hr. = \$2,480.00<br>ITM 2.1 hrs. @\$450/hr. = \$945.00 | \$7,397.50         |
| <b>TOTAL:</b>                                                                                                                                                                                |                                                                                                                                                             | <b>\$91,087.50</b> |

# **EXHIBIT 5**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

|                  |                      |                         | Years Out of Law School * |       |       |         |         |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|---------|---------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19   | 20 +    |
| 6/01/25- 5/31/26 | 1.075336             | \$277                   | \$508                     | \$625 | \$902 | \$1,019 | \$1,227 |
| 6/01/24- 5/31/25 | 1.080182             | \$258                   | \$473                     | \$581 | \$839 | \$948   | \$1,141 |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878   | \$1,057 |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829   | \$997   |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764   | \$919   |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759   | \$914   |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747   | \$899   |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742   | \$894   |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717   | \$864   |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685   | \$826   |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661   | \$796   |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655   | \$789   |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640   | \$771   |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625   | \$753   |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609   | \$734   |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589   | \$709   |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569   | \$686   |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557   | \$671   |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536   | \$645   |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509   | \$614   |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497   | \$598   |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476   | \$574   |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456   | \$549   |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434   | \$522   |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404   | \$487   |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388   | \$468   |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369   | \$444   |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352   | \$424   |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337   | \$406   |

|                |        |      |       |       |       |       |       |
|----------------|--------|------|-------|-------|-------|-------|-------|
| 6/1/96-5/31/97 | 1.0396 | \$88 | \$162 | \$198 | \$287 | \$323 | \$389 |
| 6/1/95-5/31/96 | 1.032  | \$85 | \$155 | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95 | 1.0237 | \$82 | \$151 | \$185 | \$267 | \$301 | \$363 |

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $i_{\frac{1}{2}}$ Years Out of Law School  $i_{\frac{1}{2}}$  is calculated from June 1 of each year, when most law students graduate.  $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier  $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier  $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

# **EXHIBIT 6**

# Klatte Mediation

Klatte Mediation  
P.O. Box 3117  
Newport Beach, CA 92659  
(949) 375-6459  
[admin@klattemediation.com](mailto:admin@klattemediation.com)

**Invoice: 1188**

**Issued On: 10/11/2024**

**Due Date: 12/27/2024**

**Reference:** *Vicente Sandoval, et al v. Cybex Security Solutions, LLC, et al*  
*CLASS ACTION; OCSC Case No. 30-2024-01398109-CU-OE-CXC*

**PAID** Check No. 4343  
Amount \$5,000.00  
Date 10/15/2024

Taxpayer ID  
45-4509457

## Presented To:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>HAINES LAW GROUP, APC<br/>Paul K. Haines<br/>Fletcher W. Schmidt<br/>Matthew K. Moen<br/>2155 Campus Drive, Suite 180<br/>El Segundo, California 90245<br/>Tel: (424) 292-2350<br/>Email: <a href="mailto:phaines@haineslawgroup.com">phaines@haineslawgroup.com</a>;<br/><a href="mailto:fschmidt@haineslawgroup.com">fschmidt@haineslawgroup.com</a>;<br/><a href="mailto:mmoen@haineslawgroup.com">mmoen@haineslawgroup.com</a></p> <p>Attorneys for Plaintiff<br/>Vicente Sandoval</p> | <p>LEWIS BRISBOIS BISGAARD &amp;<br/>SMITH LLP<br/>Cheryl Wilke<br/>Ross Poole<br/>550 West C Street, Suite 1700<br/>San Diego, California 92101<br/>Tel: 619.233.1006<br/>Email: <a href="mailto:cheryl.wilke@lewisbrisbois.com">cheryl.wilke@lewisbrisbois.com</a>;<br/><a href="mailto:Ross.Poole@lewisbrisbois.com">Ross.Poole@lewisbrisbois.com</a></p> <p>Attorneys for Defendants Cybex<br/>Security Solutions, LLC and Sonitrol<br/>Orange County, LLC</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Professional Services Rendered                               | Amount                                |
|--------------------------------------------------------------|---------------------------------------|
| Remote mediation on <b>January 6, 2025</b> at 10:00 a.m.     | \$10,000 total<br>(\$5,000 per party) |
| Please submit mediation briefs on or before January 2, 2025. |                                       |

Note: The flat rate for this mediation is \$10,000. The flat rate includes travel within the state, all preparation time, unlimited time at the mediation and reasonable follow-up with counsel. The participating parties share the fees proportionately unless otherwise agreed. There are no administrative fees. Payment is due no later than 5 business days prior to the start of the mediation unless other arrangement shave been made.

Cancellation Policy: We do not charge for any cancelled mediations as long as we are advised of such cancellation no later than 48 business hours prior to the start of mediation. If your mediation is scheduled for a Monday, you will need to notify us no later than 9:00 AM on Thursday to avoid a cancellation cost.

Credit Cards Accepted (add 2% processing fee) or Wire Instructions available upon request.

# **EXHIBIT 7**