

STIPULATION OF SETTLEMENT

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

RECITALS

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

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

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

AGREEMENT

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

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

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

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

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

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

- A. All Settlement Class members who do not timely opt out will release and discharge the Released Parties from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including, but not limited to, all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the “Released Claims”). This release shall run from May 8, 2020 through the date of preliminary approval.
- B. It is understood and acknowledged that all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion Form. All PAGA Aggrieved Employees shall be deemed to have released and discharged Defendants from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the operative First Amended Complaint in the Action or Plaintiff’s May 8, 2024 PAGA Notice Letter to the LWDA, that arose during the PAGA Period including, but not limited to, all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the “PAGA Released Claims”). This release shall run from May 8, 2023 through the date of preliminary approval. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees’ underlying wage and hour claims.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff agrees to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendants. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

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

3. **Maximum Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary "Maximum Settlement Amount" of One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this Settlement.
 - B. Defendants will fund the Maximum Settlement Amount within thirty (30) calendar days after the Effective Date, which shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund ("QSF").
 - C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are not to exceed \$2,990.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$61,666.66), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which shall be no greater than \$12,000.00. This amount shall come from, and shall not be in addition to the Maximum Settlement Amount. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil

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

- D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer’s share of payroll taxes, which shall be paid by Defendants separate and apart from, and in addition to, the Maximum Settlement Amount.
- F. **Escalator Clause.** In advance of mediation, Defendants represented that there are an estimated 4,945 aggregate workweeks worked by the approximately 41 Settlement Class members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members exceeds this figure by more than 20% (i.e., if there are 5,935 or more aggregate workweeks worked by the Settlement Class members), Defendants shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 22% increase in the number of aggregate workweeks, Defendants shall increase the Maximum Settlement Amount by 22%).

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

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA and the PAGA Aggrieved Employees. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each PAGA Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the

aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

- ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendants at any time between May 8, 2023 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
 - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within ten (10) business days following the full funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment, will prepare and mail the Individual Settlement Payments to the participating Settlement Class members, and will disburse all payments due under the Settlement Agreement.
- D. Each Individual Settlement Payment shall be allocated as 15% wages (subject to applicable withholdings), and 85% interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.
- E. Defendants shall fully discharge their obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be

transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. For any settlement checks returned to the Settlement Administrator as non-delivered, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address within five (5) business days of receiving the returned settlement check. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Payment to the Settlement Class member within five (5) business days of obtaining the updated address.

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

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

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

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

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

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

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallory of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Vicente Sandoval as Class Representative for the Settlement Class;
- D. Approving Apex Class Action Administration as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

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

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

- A. Within fourteen (14) calendar days of the court signing an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, last known phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period. The class list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator. Furthermore, the Administrator (and Plaintiff's counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized

disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member via first-class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional forty-five (45) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address

specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
 - iii. PAGA Aggrieved Employees. Notwithstanding the foregoing, all PAGA Aggrieved Employees will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class, and shall receive their share of the PAGA Amount.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator by the Response Deadline (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file a single packet of all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection, include all objections and the factual and legal bases for the same, and include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence. Absent good cause found by the Court, any objection must be postmarked no later than the Response Deadline to be valid. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the

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

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

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.
- D. A Notice of the Court's Final Judgment and Order, as well as copies of the operative First Amended Complaint in the Action, the Settlement Agreement, the Class Notice, and preliminary and final approval motions and orders, will be posted on the Settlement Administrator's website for at least 60 days from the date of Final Judgment for the Settlement Class members, in compliance with California Rule of Court 3.771(b).

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

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

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

VICENTE SANDOVAL

Dated: May 19, 2025


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

Vicente Sandoval, Plaintiff

CYBEX SECURITY SOLUTIONS, LLC

Dated: _____

By: _____
Its: _____

SONITROL ORANGE COUNTY, LLC

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: May 19, 2025

HAINES LAW GROUP, APC

By: 

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

Dated: _____

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By: _____

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

VICENTE SANDOVAL

Dated: _____

Vicente Sandoval, Plaintiff

CYBEX SECURITY SOLUTIONS, LLC

Dated: 5/19/2025

By: Jason Martin
Its: President

SONITROL ORANGE COUNTY, LLC

Dated: 5/19/2025

By: Jason Martin
Its: President

APPROVED AS TO FORM:

Dated: _____

HAINES LAW GROUP, APC

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

Dated: _____

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By: _____

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

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

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

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendants: Rita R. Kanno of Lewis Brisbois Bisgaard & Smith LLP
550 West C Street, Suite 1700, San Diego, CA 92101
Rita.kanno@lewisbrisbois.com

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

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

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

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

Rita K. Kanno
Elijah Gaglio
Attorneys for Defendants

HAINES LAW GROUP, APC

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Sonitrol Orange County, LLC

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]*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

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

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Paragraph 1: is hereby deleted and replaced in its entirety, as follows:

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

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

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

All current and former non-exempt employees who worked for Defendants in California at any time from May 8, 2023 through September 11, 2025 (the “PAGA Period”).”

“All Settlement Class members who do not timely opt out will release and discharge the Released Parties from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including, but not limited to, all claims for costs, attorney’s fees,

civil penalties, statutory penalties, premium pay, and liquidated damages (the “Released Claims”). This release shall run from May 8, 2020 through September 11, 2025.”

Paragraph 2(B): is hereby deleted and replaced in its entirety, as follows:

“It is understood and acknowledged that all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion Form. All PAGA Aggrieved Employees shall be deemed to have released and discharged Defendants from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the operative First Amended Complaint in the Action or Plaintiff’s May 8, 2024 PAGA Notice Letter to the LWDA, that arose during the PAGA Period including, but not limited to, all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages (the “PAGA Released Claims”). This release shall run from May 8, 2023 through September 11, 2025. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees’ underlying wage and hour claims.”

Paragraph 3(C)(2): is hereby deleted and replaced in its entirety, as follows:

“All costs of the Settlement Administrator which are not to exceed \$3,990.00”

Paragraph 7: is hereby deleted and replaced in its entirety, as follows:

“Settlement Administrator. The Parties agree to the appointment of Apex Class Action Administration as Settlement Administrator. Defendants will not object to Plaintiff seeking approval to pay up to \$3,990.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendants comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be responsible for maintaining a

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

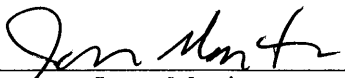
10
11 In all other respects, the Settlement Agreement entered into by the Parties on or about
12 May 19, 2025 remains unchanged and in full force and effect.

13 **AGREED TO AND SO STIPULATED.**

14 Dated: September 26, 2025 CYBEX SECURITY SOLUTIONS, LLC

15 By: 
16 Name: Jason Martin
17 Title: President

18 Dated: September 26, 2025 SONITROL ORANGE COUNTY, LLC

19 By: 
20 Name: Jason Martin
21 Title: President

22 Dated: September 26, 2025 PLAINTIFF VICENTE SANDOVAL

23 By: _____
24 Plaintiff and Settlement Class Representative

25 Dated: September 26, 2025 HAINES LAW GROUP, APC

26 By: _____
27 Fletcher W. Schmidt
28 Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff

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

10
11 In all other respects, the Settlement Agreement entered into by the Parties on or about
12 May 19, 2025 remains unchanged and in full force and effect.

13 **AGREED TO AND SO STIPULATED.**

14 Dated: September 26, 2025 CYBEX SECURITY SOLUTIONS, LLC

15 By: _____
16 Name: _____
17 Title: _____

18 Dated: September 26, 2025 SONITROL ORANGE COUNTY, LLC

19 By: _____
20 Name: _____
21 Title: _____

22 Dated: September 26, 2025 PLAINTIFF VICENTE SANDOVAL

23 By: 
24 [Vicente Sandoval \(Sep 29, 2025 14:53:30 EDT\)](#)
25 Plaintiff and Settlement Class Representative

26 Dated: September 26, 2025 HAINES LAW GROUP, APC

27 By: 
28 Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff

1 Dated: September 26, 2025

LEWIS BRISBOIS BISGAARD & SMITH LLP

2
3 By:


Cheryl Wilke

Rita Kanno

Elijah Gaglio

Attorneys for Defendant