

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
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

Attorneys for Plaintiff

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]*

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

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

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Vicente Sandoval (“Plaintiff”) hereby submits the following Supplemental Brief
3 in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement in response
4 to the questions posed by this Court in its September 11, 2025, Tentative Ruling continuing the
5 hearing on Plaintiff’s Preliminary Approval Motion (the “Tentative Ruling”). *See* Declaration of
6 Matthew K. Moen (“Moen Decl.”), **Exhibit A** (Tentative Ruling). After reviewing the Tentative
7 Ruling, Plaintiff and Defendants Cybex Security Solutions, LLC, and Sonitrol Orange County,
8 LLC (“Defendants”) (collectively, the “Parties”), met and conferred regarding the issues raised
9 by the Court, and address each of the issues below, following the same order in which the issues
10 were posed in the Tentative Ruling.

11 After meeting and conferring, the Parties have revised the Stipulation of Settlement by
12 entering into an Amendment to Stipulation of Settlement (“Amendment”) (collectively with the
13 Stipulation of Settlement, the “Settlement Agreement”). Attached as **Exhibit B** to the Moen Decl.
14 is the Parties’ Settlement Agreement, including the executed Amendment. Attached as **Exhibit**
15 **C** to the Moen Decl. is a red-lined version of the Parties’ revised Notice of Class Action and
16 PAGA Action Proposed Settlement (“Notice Packet”). Attached as **Exhibit D** to the Moen Decl.
17 is a clean copy of the Parties’ revised Notice Packet with all proposed edits incorporated therein.
18 Further, attached as **Exhibit E** to the Moen Decl. is a red-lined version of Plaintiff’s Amended
19 [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Action Settlement,
20 reflecting all revisions made to the [Proposed] Order pursuant to the Court’s Tentative Ruling.
21 Lodged concurrently herewith and attached as **Exhibit F** to the Moen Decl. is a clean copy of
22 Plaintiff’s Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA
23 Action Settlement, with all proposed edits incorporated therein. Finally, Plaintiff has submitted
24 the revised Settlement Agreement and Amendment, the revised Notice Packet, the revised
25 Amended [Proposed] Order, and this supplemental briefing and all documents and declarations
26 filed in support hereof, to the California Labor and Workforce Development Agency (“LWDA”).
27 *See* Moen Decl., **Exhibit G** (LWDA Submission); Proof of Service.

28 ///

1 **(1) Class Period and PAGA Period Cutoffs**

2 *“In the Settlement Agreement, the end dates for the Class Period and PAGA Period are*
3 *tied to the date of preliminary approval. This renders the Class Period and the PAGA Period*
4 *uncertain.”*

5 The Parties have revised the Settlement Agreement to provide September 11, 2025, as the
6 close of the Class Period and PAGA Period. *See* Moen Decl., ¶ 5, **Exhibit B**, at pp. 1-2. The
7 Parties have also updated the Notice Packet to reflect the revised end of the Class and PAGA
8 Periods. *See id.*, **Exhibit C**.

9 **(2) Settlement Administrator Costs**

10 *“The Settlement Agreement allows for settlement administration costs up to \$2,990.00,*
11 *but the settlement administrator’s declaration and invoice contemplate settlement administration*
12 *costs up to \$3,990.00. Class Counsel must reconcile this inconsistency.”*

13 Plaintiff apologizes for the erroneous typo in the settlement agreement that the Court
14 identified. The correct bid amount for the proposed settlement administrator’s services in this
15 case is \$3,990.00. The Parties have revised the Settlement Agreement to correct the allocation of
16 costs to the Settlement Administrator to be \$3,990.00. Moen Decl., ¶ 6; **Exhibit B**, at p. 2. This
17 amount represents the anticipated cost of settlement administration as well as translation of the
18 Notice Packet to Spanish. *Id.* The Parties have also updated the Notice Packet to include the
19 revised, corrected cost of settlement administration. *Id.*, **Exhibit C**, at p. 3.

20 **(3) Provision of Class Notice in English and Spanish**

21 *“The opening provision in the Class Notice states that it will be provided in English and*
22 *Spanish. However, the Settlement Agreement and Proposed Order state that the Class Notice will*
23 *be provided in English only. This inconsistency must be reconciled by Class Counsel.”*

24 The Parties have revised the Settlement Agreement and [Proposed] Order to confirm that
25 the Notice Packet shall be provided to the Settlement Class members in both English and Spanish.
26 Moen Decl., ¶ 7; **Exhibit B**, at p. 3; **Exhibit E**, at ¶ 12. Defendants have confirmed that, based
27 upon their employees’ demographics, no further language translations are necessary. *Id.*

28 ///

1 **(4) Objection Form**

2 *“Rather than have Class Members draft their own objection letters, the Class Notice*
3 *should include an Objection Form.”*

4 The Parties have revised the Notice Packet to include an Objection Form. Moen Decl., ¶
5 8, **Exhibit C**, at p. 9.

6 **(5) Purpose of the “Wage Statement Amount”**

7 *“Class Counsel must explain the purpose of the provision in the Settlement Agreement*
8 *regarding the “Wage Statement Amount”.”*

9 The Sixth Cause of Action in Plaintiff’s operative First Amended Complaint is for
10 statutory wage statement penalties under Labor Code § 226 *et seq.* Moen Decl., ¶ 9. The Parties
11 designated 5% of the Net Settlement Amount as the “Wage Statement Amount” in recognition
12 that, under Labor Code § 226, wage statement penalties are subject to a one-year statute of
13 limitations, as compared to the four-year statutes of limitations applicable to the remaining Labor
14 Code claims alleged in the action. *Id.* For that reason, only Settlement Class members employed
15 by Defendants within the period from one year prior to the filing of the complaint through the
16 close of the Class Period are entitled to said penalties, and the inclusion of the “Wage Statement
17 Amount” is intended to ensure that the settlement funds are appropriately apportioned to
18 participating Settlement Class members based on the extent of the alleged Labor Code violations
19 to which they were subjected. *Id.* The Parties selected the 5% amount for the “Wage Statement
20 Amount” as it approximates the proportion of Plaintiff’s total reasonably forecasted potential
21 recovery for the Settlement Class members attributable to wage statement penalties. *See* Motion
22 for Preliminary Approval (ROA #51), at 18:26-23:7.

23 **(6) Fee-Splitting Agreement**

24 *“Class Counsel must attest as to whether there is a fee-splitting agreement with any other*
25 *counsel, or confirm there is none.”*

26 Class Counsel has entered into a written fee-splitting agreement with Michael Burgis &
27 Associates, P.C., who is the referring attorney. Moen Decl., ¶ 10. Class Counsel will receive
28 77.5% of fees awarded by the Court and Michael Burgis & Associates, P.C. will receive 22.5%

1 of fees awarded by the Court. *Id.* Plaintiff was fully advised in writing of the fee-splitting
2 agreement and consented to the fee-splitting agreement in writing, in compliance with California
3 Rules of Professional Conduct, Rule 1.5.1. *Id.*

4 **As to the Proposed Order**

5 **(1) Gross Settlement Amount and Proposed Deductions**

6 *“The Proposed Order must include information regarding the Gross Settlement Amount*
7 *and the proposed disbursement amounts for attorneys’ fees, litigation costs, administration costs,*
8 *the enhancement award, and PAGA penalties.”*

9 Concurrently herewith, Plaintiff has lodged an Amended [Proposed] Order. Pursuant to
10 the Court’s Tentative Ruling, Plaintiff has included additional information in the Amended
11 [Proposed] Order to provide the Gross Settlement Amount and the proposed disbursement
12 amounts for attorneys’ fees, litigation costs, administration costs, the enhancement award, and
13 PAGA penalties. *See* Moen Decl., ¶ 11, **Exhibit E**, ¶ 3.

14 **(2) Allocation for the Wage Statement Amount**

15 *“The Proposed Order must include information regarding the allocation of the Wage*
16 *Statement Amount.”*

17 Concurrently herewith, Plaintiff has lodged an Amended [Proposed] Order. Pursuant to
18 the Court’s Tentative Ruling, Plaintiff has provided additional information in the Amended
19 [Proposed] Order regarding the allocation of the Wage Statement Amount and the calculation
20 formula for determining Individual Settlement Payments. *See* Moen Decl., ¶ 12, **Exhibit E**, ¶ 4.

21 **(3) Implementation Schedule**

22 *“In the Implementation Schedule, the date for the Final Approval hearing must be*
23 *corrected to state “February 26, 2026”.”*

24 Concurrently herewith, Plaintiff has lodged an Amended [Proposed] Order. Pursuant to
25 the Court’s Tentative Ruling, Plaintiff has corrected the proposed dates to provide that the Final
26 Approval hearing will take place in 2026, rather than 2025 as previously provided. Moen Decl.,
27 ¶ 13. However, the initial implementation schedule was predicated on a preliminary approval
28 hearing date of September 11, 2025. *Id.* In light of the continuance of the Preliminary Approval

1 Hearing to October 23, 2025, Plaintiff has updated the full implementation schedule to allow for
2 sufficient time to complete all implementation steps called for under the Settlement Agreement
3 prior to the Final Approval Hearing, and therefore proposes April 16, 2026, at 2:00 p.m. for the
4 Final Approval Hearing. *Id.*, **Exhibit E**, ¶ 17.

5
6 Dated: September 30, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

7
8 By:


Matthew K. Moen
Attorneys for Plaintiff