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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
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

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 submit this declaration in support of Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”).

3. On September 11, 2025, the Court issued a Tentative Ruling continuing the hearing on Plaintiff’s Motion (the “Tentative Ruling”). Thereafter, I met and conferred with counsel for Defendants Cybex Security Solutions, LLC, and Sonitrol Orange County, LLC (“Defendants”) regarding the issues raised by the Court in the Tentative Ruling. In response to these issues, the parties have entered into an Amendment to Stipulation of Settlement (“Amendment”) (collectively with the Stipulation of Settlement, the “Settlement Agreement”). Attached hereto as **Exhibit A** is a true and correct copy of the Court’s September 11, 2025, Tentative Ruling.

4. Attached hereto as **Exhibit B** is a true and correct copy of the parties’ Settlement Agreement, including the executed Amendment. Attached hereto as **Exhibit C** is a true and correct copy of the red-lined version of the parties’ revised Notice of Class Action and PAGA Action Proposed Settlement (“Notice Packet”). Attached hereto as **Exhibit D** is a true and correct clean copy of the parties’ revised Notice Packet with all proposed edits incorporated therein. Attached hereto as **Exhibit E** is a true and correct copy of the red-lined version of Plaintiff’s Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Action Settlement, reflecting all revisions made to the [Proposed] Order pursuant to the Court’s Tentative Ruling. Attached hereto as **Exhibit F** is a true and correct clean copy of Plaintiff’s Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Action Settlement, with all proposed edits incorporated therein. Attached hereto as **Exhibit G** is a true and correct

1 copy of Plaintiff's submission of the revised Settlement Agreement and Amendment, revised
2 Notice Packet, the revised Amended [Proposed] Order, and Plaintiff's Supplemental Brief In
3 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement and all
4 documents and declarations filed in support thereof, to the California Labor and Workforce
5 Development Agency ("LWDA").

6 5. The parties have revised the Settlement Agreement to provide September 11, 2025,
7 as the close of the Class Period and PAGA Period. The Parties have also updated the Notice
8 Packet to reflect the revised end of the Class and PAGA Periods.

9 6. The parties have revised the Settlement Agreement to correct the allocation of
10 costs to the Settlement Administrator to be \$3,990.00. This amount represents the anticipated cost
11 of settlement administration as well as translation of the Notice Packet to Spanish. The Parties
12 have also updated the Notice Packet to include the revised, corrected cost of settlement
13 administration.

14 7. The parties have revised the Settlement Agreement and [Proposed] Order to
15 confirm that the Notice Packet shall be provided to the Settlement Class members in both English
16 and Spanish. Defendants have confirmed that, based upon their employees' demographics, no
17 further language translations are necessary.

18 8. The parties have revised the Notice Packet to include an Objection Form.

19 9. The Sixth Cause of Action in Plaintiff's operative First Amended Complaint is for
20 statutory wage statement penalties under Labor Code § 226 *et seq.* The parties designated 5% of
21 the Net Settlement Amount as the "Wage Statement Amount" in recognition that, under Labor
22 Code § 226, wage statement penalties are subject to a one-year statute of limitations, as compared
23 to the four-year statutes of limitations applicable to the remaining Labor Code claims alleged in
24 the action. For that reason, only Settlement Class members employed by Defendants within the
25 period from one year prior to the filing of the complaint through the close of the Class Period are
26 entitled to said penalties, and the inclusion of the "Wage Statement Amount" is intended to ensure
27 that the settlement funds are appropriately apportioned to participating Settlement Class members
28 based on the extent of the alleged Labor Code violations to which they were subjected. The parties

1 selected the 5% amount for the “Wage Statement Amount” as it approximates the proportion of
2 Plaintiff’s total reasonably forecasted potential recovery for the Settlement Class members
3 attributable to wage statement penalties.

4 10. My firm has entered into a written fee-splitting agreement with Michael Burgis &
5 Associates, P.C., who is the referring attorney. My firm will receive 77.5% of fees awarded by
6 the Court and Michael Burgis & Associates, P.C. will receive 22.5% of fees awarded by the Court.
7 Plaintiff was fully advised in writing of the fee-splitting agreement and consented to the fee-
8 splitting agreement in writing, in compliance with California Rules of Professional Conduct, Rule
9 1.5.1.

10 11. Pursuant to the Court’s Tentative Ruling, Plaintiff has included additional
11 information in the Amended [Proposed] Order to provide the Gross Settlement Amount and the
12 proposed disbursement amounts for attorneys’ fees, litigation costs, administration costs, the
13 enhancement award, and PAGA penalties.

14 12. Pursuant to the Court’s Tentative Ruling, Plaintiff has provided additional
15 information in the Amended [Proposed] Order regarding the allocation of the Wage Statement
16 Amount and the calculation formula for determining Individual Settlement Payments.

17 13. Pursuant to the Court’s Tentative Ruling, Plaintiff has corrected the proposed dates
18 in the Amended [Proposed] Order to provide that the Final Approval hearing will take place in
19 2026, rather than 2025 as previously provided. However, the initial implementation schedule was
20 predicated on a preliminary approval hearing date of September 11, 2025. In light of the
21 continuance of the Preliminary Approval Hearing to October 23, 2025, Plaintiff has updated the
22 full implementation schedule to allow for sufficient time to complete all implementation steps
23 called for under the Settlement Agreement prior to the Final Approval Hearing, and therefore
24 proposes April 16, 2026, at 2:00 p.m. for the Final Approval Hearing.

25 I declare under penalty of perjury under the laws of the United States and the state of
26 California that the foregoing is true and correct. Executed on September 30, 2025, at El Segundo,
27 California.

28 

Matthew K. Moen

EXHIBIT A

		in excess of thirty percent (30%) of the Gross Settlement Amount absent unique circumstances. As a result, in the supplemental filing, Class Counsel should address whether any such unique circumstances exist. At the Final Approval hearing, Plaintiffs and Class Counsel must provide detailed declarations describing circumstances to justify the requested enhancement award, and addressing factors set forth in <i>Golba v. Dick's Sporting Goods, Inc.</i> (2015) 238 Cal.App.4th 1251, 1272, and <i>Clark v. Am. Residential Servs., LLC</i> (209) 175 Cal.App.4th 785, 804. Plaintiffs must provide an estimate of the hours spent participating in this litigation. Plaintiffs to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.
113	Sandoval vs. Cybex Security Solutions, LLC 2024-01398109	Motion for Approval of Class Settlement Plaintiff Vicente Sandoval's Motion for Preliminary Approval of Class Action and PAGA Settlement is CONTINUED to October 23, 2025, at 2:00 p.m. in Department CX102 in order to give Class Counsel an opportunity to address the issues identified below. This is a putative wage-and-hour class action and PAGA matter. On May 8, 2024, Plaintiff Vicente Sandoval, as an individual and on behalf of all others similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendants Cybex Security Solutions, LLC and Sonitrol Orange County, LLC ("Defendants"). The Complaint asserts seven (7) causes of action for various violations of the Labor Code's wage-and-hour provisions and unfair business practices. On July 15, 2024, as a matter of right, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") adding a claim for PAGA penalties. Defendants answered on September 9, 2024. On January 24, 2025, the parties attended mediation and accepted the mediator's settlement proposal. On June 5, 2025, Plaintiff filed the instant Motion for Preliminary Approval of Class Action and PAGA Settlement, and submitted the Stipulation of Settlement and Class Notice for the Court's review. The Motion seeks preliminary approval of the parties' proposed settlement for the non-reversionary Gross Settlement Amount of \$185,000.00. The Court has identified several issues with the Settlement

Agreement, Class Notice, and moving papers. Accordingly, the following issues must be addressed before preliminary approval can be granted:

1. In the Settlement Agreement, the end dates for the Class Period and PAGA Period are tied to the date of preliminary approval. This renders the Class Period and PAGA Period uncertain.
2. The Settlement Agreement allows for settlement administration costs up to \$2,990.00, but the settlement administrator's declaration and invoice contemplate settlement administration costs up to \$3,990.00. Class Counsel must reconcile this inconsistency.
3. The opening provision in the Class Notice states that it will be provided in English and Spanish. However, the Settlement Agreement and Proposed Order state that the Class Notice will be provided in English only. This inconsistency must be reconciled by Class Counsel.
4. Rather than have Class Members draft their own objection letters, the Class Notice should include an Objection Form.
5. Class Counsel must explain the purpose of the provision in the Settlement Agreement regarding the "Wage Statement Amount".
6. Class Counsel must attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none.

Class Counsel must also provide a revised Proposed Order with the following revisions and corrections:

1. The Proposed Order must include information regarding the Gross Settlement Amount and the proposed disbursement amounts for attorneys' fees, litigation costs, administration costs, the enhancement award, and PAGA penalties.
2. The Proposed Order must include information regarding the allocation for the Wage Statement Amount.
3. In the Implementation Schedule, the date for the Final Approval hearing must be corrected to state "February 26, 202**6**."

Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is

		insufficient and will result in a continuance. Plaintiff is ordered to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.
114	Coleman vs. Resurgence Behavioral Health LLC a Nevada corporation 2021-01225871	Motion for Approval of Class Settlement Plaintiff Rebecca Coleman's Motion for Preliminary Approval of Class Action and PAGA Settlement is CONTINUED to November 6, 2025, at 2:00 p.m. in Department CX102 in order to give Class Counsel an opportunity to address the issues identified below. This is a putative wage-and-hour class action and PAGA matter. On October 12, 2021, Plaintiff Rebecca Coleman, individually and on behalf of other members of the general public similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendants Resurgence Behavioral Health, LLC; Resurgence California, LLC; A New Start Treatment and Recovery Center, LLC dba Muse Treatment; Advanced Recovery Solution, LLC; Balboa Horizons Recovery Services; and The Well Recovery Partners (together, "Defendants"). The Complaint asserts nine (9) causes of action for various violations of the Labor Code's wage-and-hour provisions. On July 6, 2023, pursuant to stipulation and order, Plaintiff filed the operative First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act ("FAC") wherein she added causes of action for Violation of Business & Professions Code §§ 17200, <i>et seq.</i>, and PAGA penalties. Defendants answered on August 7, 2023. On November 8, 2023, pursuant to stipulation and order, Defendant The Well Recovery Partners was dismissed from the action without prejudice. The parties attended mediation on March 4, 2024, and negotiated a complete settlement of the claims. On August 1, 2024, Plaintiff filed a Notice of Settlement of the action. On June 13, 2025, Plaintiff filed the current Motion for Preliminary Approval of Class Action and PAGA Settlement and submitted the Class Action and PAGA Settlement Agreement ("Settlement Agreement") and Class Notice for the Court's review. The Motion seeks preliminary approval of the parties'

EXHIBIT B

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

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

LEWIS BRISBOIS BISGAARD & SMITH LLP

CHERYL WILKE, SB# 216109
E-Mail: cheryl.wilke@lewisbrisbois.com
RITA KANNO, SB# 230679
E-Mail: Rita.Kanno@lewisbrisbois.com
ELIJAH GAGLIO, SB# 324799
E-Mail: Elijah.Gaglio@lewisbrisbois.com
550 West C Street, Suite 1700
San Diego, California 92101
Telephone: 619.233.1006
Facsimile: 619.233.8627
Attorneys for Defendants
Cybex Security Solutions, LLC and
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:

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.

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."

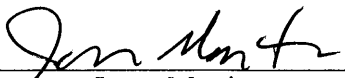
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11 In all other respects, the Settlement Agreement entered into by the Parties on or about
12 May 19, 2025 remains unchanged and in full force and effect.

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

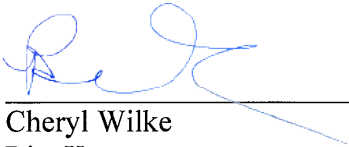
26 Dated: September 26, 2025 HAINES LAW GROUP, APC

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

EXHIBIT C

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 ~~the date of preliminary approval.~~ 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 ~~PRELIM APPROVAL DATE~~ 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
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendants in California during the time period of May

8, 2020, through ~~PRELIM APPROVAL DATE~~ 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 \$32,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

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

PAGA Payment to the State of California. The Parties have agreed to allocate \$2,500,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$1,875,500.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% (\$625,500.00) 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 ~~PRELIM APPROVAL DATE~~ 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, \$~~625~~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 ~~<<Prelim Approval Date>>~~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 ~~<<Prelim Approval Date>>~~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 ~~<<Prelim Approval Date>>~~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. ~~<<Prelim Approval Date>>~~—The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.

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

How can I claim money from the Settlement?

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** ~~<<Preliminary Approval Date>>~~) as well as the proportionate number of workweeks you worked during the PAGA Period (May 8, 2023, through **September 11, 2025** ~~<<Preliminary Approval Date>>~~). The estimated number of workweeks is based on Defendants' payroll records and other relevant documentation. The information contained in Defendants' records regarding this information, along with your estimated Individual Settlement Payment, is listed below. If you believe that the number of workweeks with which you will be credited is incorrect, you may submit a dispute, along with any supporting documentation, to **<<ADMINISTRATOR CONTACT INFO>>** showing that such information is inaccurate. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

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

According to Defendants' records:

- (a) you worked for Defendant in California from [redacted] to [redacted];
- (b) you worked [redacted] workweeks between May 8, 2020, and **September 11, 2025**, ~~<<Preliminary Approval Date>>~~, for Defendant;
- (c) you worked [redacted] workweeks between May 8, 2023, and **September 11, 2025**, ~~<<Preliminary Approval Date>>~~, for Defendant; and

Based on the above, your Settlement Award is estimated at **\$[redacted]**. 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" a signed "Opt Out Notice" postmarked no later than **<<RESPONSE DEADLINE>>**, containing ~~(a) your full name, address, and last four digits of your Social Security number; (b) and your signature; (c) a reference to the Action by its name; and (d) a statement clearly indicating that you seek to be excluded from the Settlement.~~

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

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

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

What is the next step?

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

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

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

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case file online at <https://www.occourts.org/online-services/case-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 A-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: _____

REQUEST FOR EXCLUSION FORM

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

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST 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, and
SONITROL ORANGE COUNTY, LLC*
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

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

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

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

Name

Telephone Number

Address

Date

Signature

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

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:

EXHIBIT D

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
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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 [redacted] to [redacted];
- (b) you worked [redacted] workweeks between May 8, 2020, and September 11, 2025, for Defendant;
- (c) you worked [redacted] workweeks between May 8, 2023, and September 11, 2025, for Defendant; and

Based on the above, your Settlement Award is estimated at \$[redacted]. 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: _____

REQUEST FOR EXCLUSION FORM

*VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and
SONITROL ORANGE COUNTY, LLC.*

ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01398109-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST 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, and
SONITROL ORANGE COUNTY, LLC*
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

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

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

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

Name

Telephone Number

Address

Date

Signature

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

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:

EXHIBIT E

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**
11

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

14 Plaintiff,

15 vs.

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

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

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

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

Date: ~~September 11~~ October 23, 2025

Time: 2:00 p.m.

Dept.: CX102

~~Reservation ID No.: 74579556~~

Action Filed: May 8, 2024

Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Vicente Sandoval (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on ~~September 14~~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 ~~A-B~~ to the Declaration of Matthew K. Moen filed concurrently with the Supplemental Brief (~~ROA # XX~~); 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.

3. The Court finds that the Maximum Settlement Amount of \$185,000.00 falls within the range that could be found to be of a fair, adequate, and reasonable settlement at the Final

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

7 2.4. The Settlement provides for Individual Settlement Payments to participating
8 Settlement Class members using the following formula: (1) \$2,500 payable to the PAGA
9 Aggrieved Employees as their 25% portion of the PAGA civil penalties based on the individual
10 PAGA Aggrieved Employees' proportionate number of pay periods that he or she worked during
11 the PAGA Period compared to the aggregate number of pay periods worked by all PAGA
12 Aggrieved Employees during the PAGA Period; (2) 5% of the Net Settlement Amount will be
13 designated as the "Wage Statement Amount" and paid to each participating consisting of
14 Settlement Class members employed by Defendants between May 8, 2023 and September 11,
15 2025 based on the individual participating Settlement Class members' proportionate number of
16 workweeks that he or she worked during the time period of May 8, 2023 to September 11, 2025,
17 compared to the aggregate number of workweeks worked by all participating Settlement Class
18 members during the aforementioned time period; and (3) the remainder of the Net Settlement
19 Amount will be distributed to each participating Settlement Class member based on the
20 proportionate number of workweeks that he or she worked during the Class Period compared to
21 the aggregate number of workweeks worked by all participating Settlement Class members during
22 the Class Period.

23 3.5. For purposes of the Settlement, the Court finds that the proposed Settlement Class
24 is ascertainable and that there is a sufficiently well-defined community of interest among the
25 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
26 only, the Court grants conditional certification of the following Settlement Class:

27 All current and former non-exempt employees who worked for Defendants in
28 California between May 8, 2020 and ~~the date of preliminary approval~~ September
11, 2025 (the "Class Period").

1 4.6. For purposes of the Settlement, the Court designates named Plaintiff Vicente
2 Sandoval as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew
3 K. Moen, and Ian T. Mallery of Haines Law Group, APC, as Class Counsel.

4 5.7. The Court designates Apex Class Action Administration as the third-party
5 Settlement Administrator for mailing notices.

6 6.8. The Court approves, as to form and content, the Notice of Class Action and PAGA
7 Action Proposed Settlement (“Class Notice”), the Notice of Individual Settlement Payment, ~~and~~
8 the Request for Exclusion Form, and the Objection Form (collectively, the “Notice Packet”)
9 attached as Exhibit B to the Declaration of Matthew K. Moen filed concurrently with Plaintiff’s
10 ~~Motion Supplemental Brief~~ (ROA # ~~52XX~~), and further attached as **Exhibit 1** to this Order.

11 7.9. The Court finds that the form of notice to the Settlement Class regarding the
12 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
13 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
14 and sufficient notice to all Settlement Class members. The form and method of giving notice
15 complies fully with the requirements of California Code of Civil Procedure section 382, California
16 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
17 applicable law.

18 8.10. The Court further approves the procedures for Settlement Class members to opt-
19 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

20 9.11. The procedures and requirements for submitting objections in connection with the
21 Final Approval Hearing are intended to ensure the efficient administration of justice and the
22 orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance
23 with the due process rights of all Settlement Class members.

24 10.12. The Court directs the Settlement Administrator to mail the Notice Packet to the
25 Settlement Class members in English ~~only~~ and Spanish, in accordance with the terms of the
26 Settlement.

27 11.13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
28 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to

1 the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an
2 additional forty-five (45) calendar dates from the date of re-mailing or until the Response
3 Deadline has expired, whichever is later, to submit a Request for Exclusion, objection, or dispute.
4 Any Request for Exclusion or Objection shall be submitted directly to the Settlement
5 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
6 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
7 Objections to counsel for all parties.

8 12.14. The Final Approval Hearing on the question of whether the Settlement Agreement
9 should be finally approved as fair, reasonable and adequate is scheduled on ~~February 26~~April 16,
10 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa
11 Ana, CA 92701. The Court reserves the right to continue the date of the Final Approval Hearing
12 without further notice to the Settlement Class members. The Court retains jurisdiction to consider
13 all further applications arising out of or in connection with the Settlement Agreement.

14 13.15. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
15 Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b)
16 whether a judgment granting final approval of the Settlement should be entered; and (c) whether
17 Plaintiff's application for enhancement payments, settlement administration costs, payment to the
18 California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil
19 penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*,
20 and Class Counsel's attorneys' fees and costs should be granted.

21 14.16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
22 materials in support of their request for final approval of the Settlement and Plaintiff's application
23 for enhancement payments, settlement administration costs, payment to the LWDA for its share
24 of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval
25 Hearing according to the time limits set by the Code of Civil Procedure and the California Rules
26 of Court. In advance of the Final Approval Hearing, the Settlement Administrator shall provide a
27 copy of its invoice attached to its declaration regarding administration of the Settlement.
28

15-17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on ~~September 11~~October 23, 2025):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	November 6 <u>September 25</u> , 2025
Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than:	November 21 <u>October 9</u> , 2025
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 8 <u>January 20</u> , 202 <u>65</u>
45-day Extended Response Deadline for Re-Mailed Notice Packets	January 22 <u>March 6</u> , 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	February 3 <u>March 25</u> , 2026
Final Approval Hearing	February <u>April 16</u> -, 202 <u>65</u> at 2:00 p.m.

16-18. 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.

17-19. 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.

18-20. 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).

19-21. The Settlement Administrator shall give notice of this preliminary approval order, and will give notice of the final judgment, to the Settlement Class members by mailing of the Notice Packet and by posting this preliminary approval order and the final judgment to the Settlement Administrator's website, in accordance with the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

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 ~~date of preliminary approval~~ 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 ~~PRELIM APPROVAL DATE~~ 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").

1 A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government
2 as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved
3 employee" who has been affected by at least one Labor Code violation committed by their employer can use a PAGA
4 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.

5 Defendants deny Plaintiff's allegations in their entirety and contend that they paid all required minimum wages, paid
6 all required overtime wages, provided all required meal periods, provided all required rest breaks, provided accurate
7 wages statement, paid all required wages at separation, reimbursed all necessary business expenses and did not
8 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.

9 However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants
10 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.

11 The Court has not ruled on the merits of Plaintiff's claims and the issuance of this Notice is not an expression of the
12 Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Lawsuit. The Court has only determined
13 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.

14 **If you are still employed by Cybex Security Solutions and/or Sonitrol Orange County, your decision about**
15 **whether to participate in the Settlement will not affect your employment. California law and Defendants'**
16 **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.

17 ***Who are the Attorneys?***

18 Attorneys for Plaintiff / Settlement Class Members:

19 **HAINES LAW GROUP, APC**
20 Fletcher W. Schmidt (SBN 286462)
21 fschmidt@haineslawgroup.com
22 Matthew K. Moen (SBN 305956)
23 mmoen@haineslawgroup.com
24 Ian T. Mallery (SBN 359132)
25 imallery@haineslawgroup.com
26 2155 Campus Drive, Suite 180
27 El Segundo, California 90245
28 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 <<PRELIM APPROVAL DATE>>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 \$32,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

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

PAGA Payment to the State of California. The Parties have agreed to allocate \$2,50010,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$1,8757,500.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% (\$6252,500.00) 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 <<Prelim Approval Date>>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, \$~~625~~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 ~~<<Prelim Approval Date>>~~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 follows: 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 separately 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, officers, directors, employees, agents, attorneys, insurers, predecessors, successors, affiliates, principals, corporations, associations, partnerships and assigns (collectively the "Released Parties") from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Lawsuit, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the period between May 8, 2020, and ~~<<Prelim Approval Date>>~~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 ~~<<Prelim Approval Date>>~~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. ~~<<Prelim Approval Date>>~~-The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.

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

How can I claim money from the Settlement?

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 ~~<<Preliminary Approval Date>>~~) as well as the proportionate number of workweeks you worked during the PAGA Period (May 8, 2023, through September 11, 2025 ~~<<Preliminary Approval Date>>~~). The estimated number of workweeks is based on Defendants' payroll records and other relevant documentation. The information contained in Defendants' records regarding this information, along with your estimated Individual Settlement Payment, is listed below. If you believe that the number of workweeks with which you will be credited is incorrect, you may submit a dispute, along with any supporting documentation, to ~~<<ADMINISTRATOR CONTACT INFO>>~~ showing that such information is inaccurate. Any disputes, along with supporting documentation, must be postmarked no later than ~~<<RESPONSE DEADLINE>>~~. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

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

According to Defendants' records:

- (a) you worked for Defendant in California from [redacted] to [redacted];
- (b) you worked [redacted] workweeks between May 8, 2020, and September 11, 2025, ~~<<Preliminary Approval Date>>~~, for Defendant;
- (c) you worked [redacted] workweeks between May 8, 2023, and September 11, 2025, ~~<<Preliminary Approval Date>>~~, for Defendant; and

Based on the above, your Settlement Award is estimated at \$[redacted]. 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" a signed "Opt-Out Notice" postmarked no later than ~~<<RESPONSE DEADLINE>>~~, containing (a) your full name, address, ~~and~~ last four digits of your Social Security number; (b) ~~and~~ your signature; (c) ~~a reference to the Action by its name;~~ and (d) ~~a statement clearly indicating that you seek to be excluded from the Settlement.~~

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

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

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

What is the next step?

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

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

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

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case file online at <https://www.occourts.org/online-services/case-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 A-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>>.**

1 **BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**
2 **NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT**

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

9 **(I) Please type or print your name:**

10 _____
11 (First, Middle, Last)

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

13 _____
14 Former Names (if any)

15 _____
16 New Street Address

17 _____
18 City

19 _____
20 State

21 _____
22 Zip Code

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

24 According to Defendants' records:

25 (a) You worked _____ workweeks during the Class Period;

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

28 **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:

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

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

39 Signature: _____

40 Date: _____

REQUEST FOR EXCLUSION FORM

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

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST 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, and
SONITROL ORANGE COUNTY, LLC*
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

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

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

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

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ____ _

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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:

EXHIBIT F

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**
11

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

14 Plaintiff,

15 vs.

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

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

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

**AMENDED [PROPOSED] 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

[PROPOSED] 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.

3. The Court finds that the Maximum Settlement Amount of \$185,000.00 falls within the range that could be found to be a fair, adequate, and reasonable settlement at the Final

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

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

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

26 All current and former non-exempt employees who worked for Defendants in
27 California between May 8, 2020 and September 11, 2025 (the "Class Period").
28

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

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

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

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

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

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

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

26 13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
27 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to
28 the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an

1 additional forty-five (45) calendar dates from the date of re-mailing or until the Response
2 Deadline has expired, whichever is later, to submit a Request for Exclusion, objection, or dispute.
3 Any Request for Exclusion or Objection shall be submitted directly to the Settlement
4 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
5 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
6 Objections to counsel for all parties.

7 14. The Final Approval Hearing on the question of whether the Settlement Agreement
8 should be finally approved as fair, reasonable and adequate is scheduled on April 16, 2026, at
9 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA
10 92701. The Court reserves the right to continue the date of the Final Approval Hearing without
11 further notice to the Settlement Class members. The Court retains jurisdiction to consider all
12 further applications arising out of or in connection with the Settlement Agreement.

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

20 16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
21 materials in support of their request for final approval of the Settlement and Plaintiff's application
22 for enhancement payments, settlement administration costs, payment to the LWDA for its share
23 of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval
24 Hearing according to the time limits set by the Code of Civil Procedure and the California Rules
25 of Court. In advance of the Final Approval Hearing, the Settlement Administrator shall provide a
26 copy of its invoice attached to its declaration regarding administration of the Settlement.
27
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1 17. An implementation schedule is provided below (assuming the Court grants
2 preliminary approval of the Settlement on October 23, 2025):
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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	April 16, 2026 at 2:00 p.m.

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

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

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

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

27 **IT IS SO ORDERED.**
28

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2 Dated: _____

3 Honorable Layne H. Melzer
4 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)
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Tel: (424) 292-2350
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Attorneys for Defendant:

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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 [redacted] to [redacted];
- (b) you worked [redacted] workweeks between May 8, 2020, and September 11, 2025, for Defendant;
- (c) you worked [redacted] workweeks between May 8, 2023, and September 11, 2025, for Defendant; and

Based on the above, your Settlement Award is estimated at \$ [redacted]. 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**>>.

1 **BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**
2 **NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT**

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

9 **(I) Please type or print your name:**

10 _____
11 (First, Middle, Last)

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

13 _____
14 Former Names (if any)

15 _____
16 New Street Address

17 _____
18 City

19 _____
20 State

21 _____
22 Zip Code

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

24 According to Defendants' records:

25 (a) You worked _____ workweeks during the Class Period;

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

28 **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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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:

Objecting Class Member Information:

Address

Last Four Digits of Social Security Number: _____

[illegible]

EXHIBIT G