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

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

Date: September 11, 2025

Time: 2:00 p.m.

Dept.: CX102

Reservation ID No.: 74579556

Action Filed: May 8, 2024

Trial Date: None Set

[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 11, 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 the proposed Stipulation of Settlement (“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 to the Declaration of Matthew K. Moen filed concurrently with the Motion (ROA # 52); 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. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional 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”).

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

6 6. 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 (collectively, the “Notice Packet”) attached as Exhibit B to the
9 Declaration of Matthew K. Moen filed concurrently with Plaintiff’s Motion (ROA # 52), and
10 further attached as **Exhibit 1** to this Order.

11 7. 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. 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. 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. The Court directs the Settlement Administrator to mail the Notice Packet to the
25 Settlement Class members in English only, in accordance with the terms of the Settlement.

26 11. 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 12. 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 February 26, 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 13. 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 14. 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 15. An implementation schedule is provided below (assuming the Court grants
28 preliminary approval of the Settlement on September 11, 2025):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	September 25, 2025
Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than:	October 9, 2025
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 8, 2025
45-day Extended Response Deadline for Re-Mailed Notice Packets	January 22, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	February 3, 2026
Final Approval Hearing	February 26, 2025 at 2:00 p.m.

16. 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. 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. 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. 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.>>

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

Why should you read this notice?

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

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

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

What is this case about?

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

1 In the Lawsuit, Plaintiff alleges that Cybex and Sonitrol: (1) failed to pay all overtime wages; (2) failed to
2 pay all minimum wages; (3) failed to provide all meal periods or pay a premium in lieu thereof; (4) failed
3 to authorize and permit all lawful rest periods; (5) failed to reimburse all necessary business expenses; (6)
4 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").

5 A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the
6 government as agents of the state's labor law enforcement agencies. By acting as a private attorney general,
7 an "aggrieved employee" who has been affected by at least one Labor Code violation committed by their
8 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.

9 Defendants deny Plaintiff's allegations in their entirety and contend that they paid all required minimum
10 wages, paid all required overtime wages, provided all required meal periods, provided all required rest
11 breaks, provided accurate wages statement, paid all required wages at separation, reimbursed all necessary
12 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.

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

17 The Court has not ruled on the merits of Plaintiff's claims and the issuance of this Notice is not an
18 expression of the Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Lawsuit.
19 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.

20 **If you are still employed by Cybex Security Solutions and/or Sonitrol Orange County, your decision**
21 **about whether to participate in the Settlement will not affect your employment. California law and**
22 **Defendants' policies strictly prohibit unlawful retaliation.** Defendants respect your rights to participate
23 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.

24 ***Who are the Attorneys?***

Attorneys for Plaintiff / Settlement Class Members:

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San Diego, California 92101
Telephone: 619.233.1006
Facsimile: 619.233.8627

What are the terms of the Settlement?

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

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

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

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

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

1 Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class
2 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.

3 PAGA Payment to the State of California. The Parties have agreed to allocate \$2,500.00 of the
4 Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of
5 \$1,875.00 will be paid to the State of California Labor and Workforce Development Agency for its
75% share of civil penalties. The remaining 25% (\$625.00) will be payable to the Settlement Class as
the "PAGA Amount" as described below.

6 Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-
7 approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement
8 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
9 \$112,843.34. The Net Settlement Amount will be divided as follows:

- 10 (i) Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement
11 Amount." Each participating Settlement Class Member who was employed by Defendants at
12 any time between May 8, 2023 and <<Prelim Approval Date>>, shall receive a portion of the
13 Wage Statement Amount proportionate to the number of workweeks that he or she worked
14 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.
- 15 (ii) The remainder of the Net Settlement Amount shall be allocated among Settlement Class
16 members (except those who submit a timely and valid Request for Exclusion) as follows: Each
17 Participating Class Member shall be entitled to payment of a pro rata portion of the Net
18 Settlement Amount (i.e., his or her Settlement Share) based on their Class Workweeks. The
19 workweek value will be established by dividing the Class Employee Fund by all Class
20 Workweeks, which are the workweeks actually worked by the Class Employees during the
21 Class Period. The workweeks worked by Class Employees during the Class Period will be
22 determined by Defendant's time and payroll records. Defendants will perform that calculation
23 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.
- 24 (iii) In addition to the Net Settlement Amount, \$625.00 of the Maximum Settlement Amount has
25 been designated as the "PAGA Amount" as described above and will be allocated to all
26 Settlement Class members (regardless of whether they submit a timely and valid Request for
27 Exclusion) who worked for Defendants at any time between May 8, 2023, through <<Prelim
28 Approval Date>>(the "PAGA Period"), in proportion to the number of workweeks that each
Settlement Class member worked for Defendants in California as a non-exempt employee
during that time period.

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

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

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

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

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

How can I claim money from the Settlement?

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?

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

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

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

26 According to Defendants' records:

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

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

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

28 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

1 be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a**
2 **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.

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

7 Alternatively, or in addition to a written objection, you may also appear at the Final Approval Hearing to
8 make an oral objection. The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING
9 DATE/TIME>> in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana
10 Blvd, Santa Ana, CA 92701. You have the right to appear either remotely, in person, or through your own
11 attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your
12 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-](https://www.occourts.org/general-information/remote-appearance-information)
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.

13 ***What is the next step?***

14 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the
15 Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX102 of the Orange
16 County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. The location, date, and
17 time of the Final Approval Hearing may be moved. You may contact Class Counsel using the contact
18 information provided above to confirm the address and time of the hearing. The Court also will be asked
19 to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and
20 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.

21 The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will
22 show the date when the check expires (the void date). If you don't cash it by the void date, your check will
23 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.

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

26 ***How can I get additional information?***

27 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view
28 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

1 Department of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA
2 92701. This case is assigned to Department CX102 of the Civil Complex Center, located at 751 W. Santa
3 Ana Blvd, Santa Ana, CA 92701. The Settlement Agreement is attached as Exhibit A to the Declaration
4 of Matthew K. Moen In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
5 filed on <<Date of Preliminary Approval Filing>>. You may also contact Class Counsel using the contact
6 information listed above for more information.

7 **PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR**
8 **INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

9 ***REMINDER AS TO TIME LIMITS***

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

12 **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: ____ ____ ____ ____