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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**
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14 VICENTE SANDOVAL, as an individual
15 and on behalf of all others similarly
16 situated,

16 Plaintiff,

17 vs.
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19 CYBEX SECURITY SOLUTIONS, LLC,
20 a California Limited Liability Company;
21 SONITROL ORANGE COUNTY, LLC, a
22 California Limited Liability Company; and
23 DOES 1 through 100, inclusive,

23 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
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES AND
COSTS, AND JUDGMENT**

Date: May 14, 2026

Time: 2:00 p.m.

Dept.: CX102

Action Filed: May 8, 2024

Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION
SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENT PAYMENT, AND ATTORNEYS'
FEES AND COSTS, AND JUDGMENT**

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1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

All current and former non-exempt employees who worked for Defendants Cybex Security Solutions, LLC and Sonitrol Orange County, LLC (collectively, “Defendants”) in California between May 8, 2020 and September 11, 2025 (the “Class Period”).

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”).

1 4. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W.
2 Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC are hereby confirmed
3 as Class Counsel.

4 5. Notice was provided to Settlement Class members as set forth in the Settlement,
5 which was preliminarily approved by the Court on October 31, 2025, and the notice process has
6 been completed in accordance with the Settlement and the Court's Preliminary Approval Order.
7 The Court finds that said notice was the best notice practicable under the circumstances. The Class
8 Notice provided due and adequate notice of the proceedings and matters set forth therein,
9 informed Class Members of their rights, and fully satisfied the requirements of California Code
10 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

11 6. The Court finds that no Settlement Class members objected to the Settlement, that
12 no Settlement Class members submitted workweek disputes, that no Settlement Class members
13 opted out, and that the 100% participation rate supports final approval of the Settlement. Pursuant
14 to the Settlement Administrator's declaration filed in support of Plaintiff's Final Approval
15 Motion, there are 42 participating Settlement Class members and 28 aggrieved employees.

16 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
17 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

18 8. For purposes of settlement only, the Court finds that: (a) the members of the
19 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
20 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
21 community of interest exists among the members with respect to the subject matter of the
22 litigation; (c) the claims of the Class Representative are typical of the claims of the Class
23 Members; (d) the Class Representative has fairly and adequately protected the interests of the
24 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
25 adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent
26 the Class Representative and the Settlement Class.

1 9. The Court finds that, in light of the absence of objections to the Settlement, this
2 Order shall be deemed final as of the date of its entry.

3 10. The Court finds that the Individual Settlement Payments, as provided for in section
4 4 of the Settlement Agreement, are fair, reasonable, and adequate, and hereby orders the
5 Settlement Administrator to distribute the payments in accordance with the terms of the
6 Settlement.

7 11. The Court orders Defendants to deposit the Maximum Settlement Amount
8 (“MSA”) of \$185,000.00 with the Settlement Administrator no later than thirty (30) days after the
9 date this Order is signed.

10 12. The Court finds that attorneys’ fees in the amount of \$61,666.66 and litigation
11 costs of \$7,611.79 for Class Counsel are fair, reasonable, and adequate in light of the common
12 fund created by the Settlement, and orders that the Settlement Administrator distribute these
13 payments to Class Counsel in accordance with the terms of the Settlement.

14 13. The Court orders that the Settlement Administrator shall be paid \$3,990.00 from
15 the MSA in accordance with the terms of the Settlement, for all work performed and to be
16 performed until the completion of this matter. The Court finds this amount appropriate.

17 14. The Court finds that the \$10,000.00 designated for civil penalties under PAGA is
18 fair, reasonable, and adequate. Of this amount, 75% (\$7,500.00) will be paid to the California
19 Labor and Workforce Development Agency (“LWDA”), and 25% (\$2,500.00) will be distributed
20 to PAGA Aggrieved Employees pursuant to Labor Code § 2699(i). The Court directs the
21 Settlement Administrator to distribute these amounts in accordance with the terms of the
22 Settlement.

23 15. The Court orders that all settlement checks shall be negotiable for 180 calendar
24 days from the date of issuance, and that any checks remaining uncashed after this period shall be
25 transferred to the California State Controller’s Office to be held pursuant to the Unclaimed
26 Property Law, California Civil Code § 1500 *et seq.*, in the name of the intended recipient.

27 16. Upon the Effective Date (defined as the date upon which the Court signs an order
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granting final approval of the Settlement Agreement), Plaintiff and each Settlement Class member 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”) 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.

17. Upon the Effective Date (defined as the date upon which the Court signs an order granting final approval of the Settlement Agreement), 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, attorneys’ 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 PAGA Aggrieved Employees do not release any underlying wage and hour claims.

18. This document shall constitute a Final Judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Order of Final

1 Approval, and this Judgment pursuant to California Code of Civil Procedure Section 664.6 and
2 California Rule of Court 3.769(h).

3 19. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
4 Order of Final Approval and Judgment be posted on the Settlement Administrator's website for
5 180 days for the Settlement Class members, in accordance with the terms of the Settlement.

6 20. Plaintiff shall file a Final Accounting Report on or before February 11, 2027. A
7 Final Accounting Hearing is set for March 8, 2027, at 2:00 p.m.

8 **IT IS SO ORDERED.**

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10 Dated: _____, 2026

Honorable Layne H. Melzer
Judge of the Superior Court