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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]*

**AMENDED 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

1 **ORDER**

2 The Motion of Plaintiff Vicente Sandoval (“Plaintiff”) for Preliminary Approval of
3 Class Action Settlement came regularly for hearing before this court on October 23, 2025, at
4 2:00 p.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class
5 Action and PAGA Action Settlement, the memorandum of points and authorities in support
6 thereof, and supporting declarations filed therewith; having considered Plaintiff’s Supplemental
7 Brief in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, the
8 memorandum of points and authorities in support thereof, and supporting declarations filed
9 therewith; having considered the proposed Stipulation of Settlement and Amendment to
10 Stipulation of Settlement (collectively, the “Settlement Agreement” or “Settlement”) entered
11 into between Plaintiff and Defendants Cybex Security Solutions, LLC and Sonitrol Orange
12 County, LLC (collectively, “Defendants”), attached as Exhibit B to the Declaration of Matthew
13 K. Moen filed concurrently with the Supplemental Brief; and good cause appearing, HEREBY
14 ORDERS THE FOLLOWING:

15 1. The Court GRANTS preliminary approval of the class action and PAGA action
16 settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of
17 reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
18 Approval hearing.

19 2. The Court preliminarily approves the terms of the Settlement Agreement and
20 finds that they fall within the range of approval as fair, adequate and reasonable. Based on a
21 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
22 arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately
23 investigated the claims and became familiar with the strengths and weaknesses of the claims.
24 The assistance of an experienced mediator in the settlement process supports the Court’s
25 conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively
26 valid, subject only to any objections that may be raised pursuant to the terms of the Settlement
27 Agreement.

1 3. The Court finds that the Maximum Settlement Amount of \$185,000.00 falls
2 within the range that could be found to be a fair, adequate, and reasonable settlement at the
3 Final Approval Hearing. The Maximum Settlement Amount includes \$10,000.00 allocated to
4 PAGA civil penalties, of which 75% (or \$7,500.00) will be payable to the LWDA and 25% (or
5 \$2,500.00) will be payable to the PAGA Aggrieved Employees, up to \$61,666.66 (one third of
6 the Maximum Settlement Amount) for attorneys' fees, up to \$12,000.00 in actual litigations cost
7 reimbursement, up to \$5,000.00 as a representative enhancement payment to Plaintiff, and costs
8 of the Settlement Administrator not to exceed \$3,990.00.

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

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

1 All current and former non-exempt employees who worked for Defendants in
2 California between May 8, 2020 and September 11, 2025 (the “Class Period”).

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

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

10
11 8. The Court approves, as to form and content, the Notice of Class Action and
12 PAGA Action Proposed Settlement (“Class Notice”), the Notice of Individual Settlement
13 Payment, the Request for Exclusion Form, and the Objection Form (collectively, the “Notice
14 Packet”) attached as Exhibit B to the Declaration of Matthew K. Moen filed concurrently with
15 Plaintiff’s Supplemental Brief (ROA # 83), and further attached as **Exhibit 1** to this Order.

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

24
25 10. The Court further approves the procedures for Settlement Class members to opt-
26 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

27
28 11. The procedures and requirements for submitting objections in connection with
the Final Approval Hearing are intended to ensure the efficient administration of justice and the
orderly presentation of any Settlement Class member’s objection to the Settlement, in
accordance with the due process rights of all Settlement Class members.

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

4 13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
5 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to
6 the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an
7 additional forty-five (45) calendar dates from the date of re-mailing or until the Response
8 Deadline has expired, whichever is later, to submit a Request for Exclusion, objection, or
9 dispute. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
10 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
11 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
12 Objections to counsel for all parties.

13 14. The Final Approval Hearing on the question of whether the Settlement
14 Agreement should be finally approved as fair, reasonable and adequate is scheduled on May 14,
15 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa
16 Ana, CA 92701. The Court reserves the right to continue the date of the Final Approval Hearing
17 without further notice to the Settlement Class members. The Court retains jurisdiction to
18 consider all further applications arising out of or in connection with the Settlement Agreement.

19 15. At the Final Approval Hearing, the Court will consider: (a) whether the
20 Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement
21 Class; (b) whether a judgment granting final approval of the Settlement should be entered; and
22 (c) whether Plaintiff's application for enhancement payments, settlement administration costs,
23 payment to the California Labor and Workforce Development Agency ("LWDA") for its 75%
24 share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section
25 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

26 16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of the Settlement and Plaintiff's
28 application for enhancement payments, settlement administration costs, payment to the LWDA

1 for its share of PAGA penalties, and Class Counsel’s attorneys’ fees and costs prior to the Final
 2 Approval Hearing according to the time limits set by the Code of Civil Procedure and the
 3 California Rules of Court. In advance of the Final Approval Hearing, the Settlement
 4 Administrator shall provide a copy of its invoice attached to its declaration regarding
 5 administration of the Settlement.

6 17. An implementation schedule is provided below (assuming the Court grants
 7 preliminary approval of the Settlement on October 23, 2025):

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	May 14, 2026 at 2:00 p.m.

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

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

24 20. To the extent consistent with class action procedure, the Court shall retain
 25 continuing jurisdiction over this Action and the Settlement pursuant to California Code of Civil
 26 Procedure § 664.6 and California Rule of Court 3.769(h).
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1 21. The Settlement Administrator shall give notice of this preliminary approval
2 order, and will give notice of the final judgment, to the Settlement Class members by mailing of
3 the Notice Packet and by posting this preliminary approval order and the final judgment to the
4 Settlement Administrator’s website, in accordance with the terms of the Settlement.

5 **IT IS SO ORDERED.**

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7 Dated: **October 31, 2025**



Honorable Layne H. Melzer
Judge of the Superior Court

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EXHIBIT 1

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF ORANGE

3 VICENTE SANDOVAL, as an individual and on
4 behalf of all others similarly situated,

5 Plaintiff,

6 vs.

7 CYBEX SECURITY SOLUTIONS, LLC, a California
8 Limited Liability Company; SONITROL ORANGE
9 COUNTY, LLC, a California Limited Liability
10 Company; and DOES 1 through 100, inclusive

11 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?

14 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.

16 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.

20 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?

24 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.”

26 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
2 government as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an
3 "aggrieved employee" who has been affected by at least one Labor Code violation committed by their employer
4 can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go
5 to the state's Labor and Workforce Development Agency ("LWDA"), and the remaining 25% of penalties are
6 distributed proportionally among all aggrieved employees.

7 Defendants deny Plaintiff's allegations in their entirety and contend that they paid all required minimum wages,
8 paid all required overtime wages, provided all required meal periods, provided all required rest breaks, provided
9 accurate wages statement, paid all required wages at separation, reimbursed all necessary business expenses and
10 did not perform any acts of unfair competition. Defendants also contend that its affirmative defense in the Action
11 may prevent or limit Plaintiff's claims and do not owe any wages, penalties, restitution, damages, or other amounts
12 to Plaintiff or Settlement Class Members. Accordingly, the Settlement constitutes a compromise of disputed claims
13 and should not be construed as an admission of liability on the part of Defendants, which expressly deny all
14 liability.

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

19 The Court has not ruled on the merits of Plaintiff's claims and the issuance of this Notice is not an expression of
20 the Court's opinion on the merits or the lack of merits of Plaintiff's claims in the Lawsuit. The Court has only
21 determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and
22 reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the
23 Final Approval hearing.

24 **If you are still employed by Cybex Security Solutions and/or Sonitrol Orange County, your decision about**
25 **whether to participate in the Settlement will not affect your employment. California law and Defendants'**
26 **policies strictly prohibit unlawful retaliation.** Defendants respect your rights to participate in this Settlement and
27 will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any
28 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.

1 (ii) The remainder of the Net Settlement Amount shall be allocated among Settlement Class members (except
2 those who submit a timely and valid Request for Exclusion) as follows: Each Participating Class
3 Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or
4 her Settlement Share) based on their Class Workweeks. The workweek value will be established by
5 dividing the Class Employee Fund by all Class Workweeks, which are the workweeks actually worked
6 by the Class Employees during the Class Period. The workweeks worked by Class Employees during
7 the Class Period will be determined by Defendant's time and payroll records. Defendants will
8 perform that calculation and provide it to the administrator. Weeks when an employee performed no
9 work in a workweek, for example, due to vacation, sick time or being on a leave of absence are
10 excluded from the workweek count as they are not workweeks actually worked. The Individual
11 Settlement Share for each Class Employee will be determined by multiplying the workweek values by
12 each Class Employee's individual workweeks. If a Class member was on a leave of absence, those
13 workweeks will not be included in the calculation. There shall be no reversion to Defendant.

14 (iii) In addition to the Net Settlement Amount, \$10,000.00 of the Maximum Settlement Amount has been
15 designated as the "PAGA Amount" as described above and will be allocated to all Settlement Class
16 members (regardless of whether they submit a timely and valid Request for Exclusion) who worked
17 for Defendants at any time between May 8, 2023, through September 11, 2025 (the "PAGA Period"),
18 in proportion to the number of workweeks that each Settlement Class member worked for Defendants
19 in California as a non-exempt employee during that time period.

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

22 Allocation and Taxes. For tax purposes, each Settlement Share will be allocated as follow: any payment made from
23 the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall
24 be allocated as 15% wages and 85% penalties and interest. The Maximum Settlement Amount does not include
25 employer payroll taxes, which will be paid by Defendants separate and apart from, and in addition to, the
26 Maximum Settlement Amount. The Settlement Administrator will be responsible for issuing to Settlement Class
27 Members an IRS Form W2 for the amounts allocated as "wages" and IRS Form 1099 for the amounts allocated as
28 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.

29 Release. If the Court approves the Settlement, each Settlement Class Member including, but not limited to, their
30 heirs, executors, attorneys, agents, representatives, successors, and assigns (collectively "Releasing Parties"), who
31 has not submitted a timely and valid Request for Exclusion, will release and discharge Defendants, as well as their
32 past, present, and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,
33 officer, directors, employees, agents, attorneys, insurers, predecessors, successors, affiliates, principals,
34 corporations, associations, partnerships and assigns (collectively the "Released Parties") from liability for all
35 claims based on the factual allegations set forth in the operative First Amended Complaint in the Lawsuit, or which
36 could have been pled in the operative First Amended Complaint in the Action based on the factual allegations
37 therein, that arose during the period between May 8, 2020, and September 11, 2025, including, but not limited to,
38 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.

39 Plaintiff and the State of California release the Released Parties from any and all claims for civil penalties under the
40 PAGA and/or PAGA causes of action which were alleged in the operative First Amended Complaint in the Lawsuit
41 or Plaintiff's May 8, 2024 PAGA Notice Letter to the Labor & Workforce Development Agency ("LWDA"), that
42 arose during the PAGA Period, including, but not limited to, all claims for costs, attorney's fees, civil penalties,
43 statutory penalties, premium pay, and liquidated damages ("PAGA Released Claims"). This release shall run from
44 May 8, 2023 through September 11, 2025. The Released PAGA Claims in this paragraph do not include the PAGA
45 Aggrieved Employees' underlying wage and hour claims.

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

3 ***How can I claim money from the Settlement?***

4 Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate
5 number of workweeks you worked for Defendants during the Class Period, as well as whether you separated
6 employment with Defendants during the PAGA Period. You also will be bound by the Settlement, including the
7 release of claims stated above.

8 ***What other options do I have?***

9 Dispute Information in Notice of Settlement Award. Your Individual Settlement Payment is based on the
10 proportionate number of workweeks you worked during the Class Period (May 8, 2020, through September 11,
11 2025) as well as the proportionate number of workweeks you worked during the PAGA Period (May 8, 2023,
12 through September 11, 2025). The estimated number of workweeks is based on Defendants' payroll records and
13 other relevant documentation. The information contained in Defendants' records regarding this information, along
14 with your estimated Individual Settlement Payment, is listed below. If you believe that the number of workweeks
15 with which you will be credited is incorrect, you may submit a dispute, along with any supporting documentation,
16 to **<<ADMINISTRATOR CONTACT INFO>>** showing that such information is inaccurate. Any disputes, along
17 with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT
18 SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL
19 NOT BE RETURNED OR PRESERVED.**

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

27 The Settlement Administrator will inform Class Counsel and Defendants' Counsel should it receive a dispute.
28 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 _____ to _____;
- (b) you worked _____ workweeks between May 8, 2020, and September 11, 2025, for Defendant;
- (c) you worked _____ workweeks between May 8, 2023, and September 11, 2025, 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.

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.

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

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

13 Alternatively, or in addition to a written objection, you may also appear at the Final Approval Hearing to make an
14 oral objection. The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING DATE/TIME>>
15 in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA
16 92701. You have the right to appear either remotely, in person, or through your own attorney at this hearing,
17 although you do not need to appear at the Final Approval Hearing for your objection to be considered. If you would
18 like more information about appearing remotely, you may consult the Orange County Superior Court website at
19 <https://www.occourts.org/general-information/remote-appearance-information>. If you object to the Settlement, you
20 will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the
21 terms of the Settlement in the same way as Settlement Class Members who do not object.

22 *What is the next step?*

23 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on
24 <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX102 of the Orange County Superior Court,
25 located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. The location, date, and time of the Final Approval
26 Hearing may be moved. You may contact Class Counsel using the contact information provided above to confirm
27 the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys'
28 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.**

24 *How can I get additional information?*

25 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case
26 file online at <https://www.occourts.org/online-services/case-access> and entering the case number (which is 30-2024-
27 01398109-CU-OE-CXC). You may access the case file in person at the Civil Department of the Orange County
28 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

1 Preliminary Approval Supplemental Briefing Filing>>. You may also contact Class Counsel using the contact
2 information listed above for more information.

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

5 ***REMINDER AS TO TIME LIMITS***

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

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

5 Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1)
6 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.

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

8 _____
(First, Middle, Last)

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

10 _____
11 Former Names (if any)

12 _____
13 New Street Address

14 _____
City

State

Zip Code

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

16 According to Defendants' records:

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

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

19 **Based on the above, your Individual Settlement Payment is estimated to be \$_____.**

20 **(IV) If you disagree with items (a) - (b) in Section (III) above, please explain why in the space provided**
21 **below and include copies of any supporting evidence or documentation with this form:**

22 _____
23 _____
24 If you dispute the above information from Defendant's records, those records will control unless you are able to
25 provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether
26 Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be
27 resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this
28 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: _____

1
2 **REQUEST FOR EXCLUSION FORM**

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 **IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS**
7 **SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM,**
8 **POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], ADDRESSED AS**
9 **FOLLOWS:**

10 **APEX CLASS ACTION ADMINISTRATION**
11 *VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, and*
12 *SONITROL ORANGE COUNTY, LLC*
13 **SETTLEMENT ADMINISTRATOR**
14 **<<ADMINISTRATOR CONTACT INFO>>**

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

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

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

27 _____
28 Name Telephone Number

Address

Date Signature

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

2
3 **OBJECTION FORM**

4 *VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, et al.*
5 ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01398109-CU-OE-CXC

6 If you wish to object to the settlement, or any portion of it, you may complete, sign and mail this form, postmarked
7 on or before **RESPONSE DEADLINE**, addressed as follows:

8 **APEX CLASS ACTION ADMINISTRATION**
9 ***VICENTE SANDOVAL v. CYBEX SECURITY SOLUTIONS, LLC, et al.***
10 **SETTLEMENT ADMINISTRATOR**
11 **<<ADMINISTRATOR CONTACT INFO>>**

12 **Objecting Class Member Information:**

13 _____
14 Name Telephone Number

15 _____
16 Address

17 _____
18 Date Signature

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

20 **Describe the nature and basis of each objection and please attach additional pages if necessary:**

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