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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SAKHOEUTH “KURT” SAO, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

AUTOMATED GATE SERVICES, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. RIC2001904

[Assigned for all purposes to the Hon. Sunshine
S. Sykes, Dept. 6]

DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO SETTLEMENT
NOTICE ADMINISTRATION

Complaint Filed: June 1, 2020

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Sao v. Automated Gate Services, Inc.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On February 11, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Work Weeks worked by each Class Member (“Class Data”) during the period from April 6, 2016 to December 31, 2020 (“Class Period”). The final mailing list contained forty-eight (48) Class Members who worked 3,549.43 weeks during the Class Period.

4. On February 22, 2022, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

1 5. On March 15, 2022, Phoenix mailed the Notice Packet via U.S. first class mail, in
2 English and Spanish, to all forty-eight (48) Class Members on the Class List. A true and correct
3 copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, no Notice Packets have been returned to Phoenix
5 as undeliverable.

6 7. As of the date of this declaration, Phoenix has received two (2) Requests for
7 Exclusion Form. Attached hereto as **Exhibit B** are true and correct copies of the Request for
8 Exclusion Forms received by Phoenix. The deadline to request exclusion is April 29, 2022.

9 8. As of the date of this declaration, Phoenix has received zero (0) Objections to the
10 Settlement. The Objection deadline is April 29, 2022.

11 9. As of the date of this declaration, no work week disputes have been submitted by
12 Class Members.

13 10. As of the date of this declaration, there are forty-six (46) Class Members,
14 representing approximately 95.83% of the Class, who, having not requested exclusion, are deemed
15 Participating Class Members and have worked a collective total of 3,434.04 weeks during the Class
16 Period.

17 11. The Net Settlement Amount of \$86,056.90 available to pay Participating Class
18 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$54,166.67),
19 actual Class Counsel's litigation costs (\$2,576.43), requested Class Representative Enhancement
20 Payment (\$5,000.00), amount of PAGA Penalties to be distributed to the LWDA (\$11,250.00), and
21 the requested Settlement Administrator costs (\$2,845.00) from the Maximum Settlement Amount
22 (\$162,500.00).

23 12. Based upon the calculations stipulated in the Settlement and taking into account the
24 two (2) Requests for Exclusion received to-date, the highest Individual Settlement Payment to be
25 paid is approximately \$5,749.68, the lowest Individual Settlement Payment to be paid is
26 approximately \$3.38, while the average Individual Settlement Payment to be paid is approximately
27 \$1,802.43. All Individual Settlement Payments are subject to any and all legally mandated
28 reductions and deductions on the twenty percent (20%) portion thereof considered wages.

13. Additionally, \$15,000.00 of the Maximum Settlement Amount has been designated as the Private Attorneys General Act Allocation (“PAGA Amount”), of which 75%, or \$11,250.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$3,750.00, of which shall become part of the Net Settlement Amount to be paid to the Settlement Class Members.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$2,396.15.

15. Phoenix's costs associated with the administration of this matter are \$2,845.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. Phoenix estimates an additional seventeen (17) hours of time will be associated with completing the disbursement portion of this settlement. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit C**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 8th of April 2022, at Orange, California.

 TAYLOR MITZNER

Exhibit A

Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
(CASE NO. RIC2001904)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER CALIFORNIA HOURLY EMPLOYEE OF AUTOMATED GATE SERVICES, INC. (“AUTOMATED GATE SERVICES” OR “DEFENDANT”) AND WERE EMPLOYED AT ANY TIME DURING THE PERIOD OF APRIL 1, 2016 THROUGH DECEMBER 31, 2021, YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A CLASS ACTION SETTLEMENT.

The Riverside County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”).

This is not an advertisement. This is not a solicitation from a lawyer.

AUTOMATED GATE SERVICES CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«First_Name» «Last_Name»
 «Address_1»
 «City», «State» «ZIP_Code»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY «Est_Set_Amt» THROUGH THIS CLASS ACTION SETTLEMENT

- A former employee, Sakhoeuth “Kurt” Sao (“Named Plaintiff”), has sued Defendant on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement as to the class and representative Private Attorneys General Act claims for violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, and 2802, and Business and Professions Code section 17200, *et seq.* (referred to as “Class and PAGA Claims” in this Notice), and the Court has preliminarily approved it.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Automated Gate Services separately for the same Class and PAGA Claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: April 29, 2022)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Automated Gate Services separately for the same Class and PAGA Claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: April 29, 2022)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline to have your objection heard by the Court. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. The Court has determined only that there is sufficient evidence to suggest that the Settlement is fair, adequate, and reasonable. The Court still has to make a final determination to grant approval of the Settlement. Payments will be made if the Court finally approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Named Plaintiff alleges on behalf of himself and other employees of Automated Gate Services that Automated Gate Services failed to properly pay all overtime wages owed, failed to provide off-duty meal and rest breaks, failed to reimburse business-related expenses, failed to pay all wages upon separation from employment, and failed to provide accurate itemized wage statements in violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, and 2802, and Business and Professions Code section 17200, *et seq.* Specifically, Named Plaintiff alleges that Automated Gate Services did not correctly calculate the overtime rate of pay when prevailing wage pay and other non-discretionary remuneration were paid, and as such owe additional overtime pay to employees. Named Plaintiff also alleges that Automated Gate Services routinely denied employees the right to take off-duty meal and rest breaks, but deducted time from employee timesheets for meal breaks not taken. Further, Named Plaintiff alleges that he was required to purchase tools to perform his job at Automated Gate Services but was not compensated for such costs. As a result of the foregoing, Named Plaintiff alleges that the wage statements he received were inaccurate because they did not identify the correct information required by the California Labor Code.

Automated Gate Services denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Automated Gate Services asserts that it complied with all legal requirements, but is resolving this action in order to avoid the risk and costs of further legal proceedings.

3. What is a Class Action?

In a class action, one or more persons, called a class representative (in this case, Sakhoeth “Kurt” Sao), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Riverside County Superior Court is in charge of the case. The lawsuit is known as *Sakhoeth “Kurt” Sao v. Automated Gate Services, Inc.*, Case No. RIC2001904.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiff or Automated Gate Services. Named Plaintiff thinks he could have won at trial. Automated Gate Services thinks that Named Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation and trial, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

The Court has not yet decided whether to approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the Settlement is fair, adequate, and reasonable. The Court still has to make a final determination at the final approval hearing whether to approve the Settlement.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current or former non-exempt (hourly) employee of Automated Gate Services in the State of California at any time from April 1, 2016 to December 31, 2020, (the “Covered Period”), is a class member. If you received this Notice, you are a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Automated Gate Services in the amount of \$162,500.00 to fully and finally resolve the Class and PAGA Claims alleged in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Amount minus the following: (a) settlement administration costs not to exceed \$2,845.00; (b) class representative service award to Named Plaintiff not to exceed \$5,000.00 for his work and efforts in prosecuting this cases, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$54,166.67; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (e) payment of \$11,250.00 to the Labor and Workforce Development Agency. The total amount remaining to be distributed to class members after deduction of the following payments, fees, and costs is referred to as the Net Settlement Amount. **Class Counsel’s attorneys’ fees and costs and Named Plaintiff’s class representative service award remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Automated Gate Services under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is «Est_Set_Amt», as shown above, and is based on the number of workweeks you worked for Automated Gate Services as a non-exempt/hourly employee during the Covered Period, as compared to the total number of workweeks worked by all class members in that same period. The range of individual settlement payments to class members is estimated to be between approximately \$23.08 and approximately \$5,723.07, based on each respective class member’s number of workweeks worked for Automated Gate Services during the Covered Period. The average individual settlement payment is estimated to be approximately \$1,546.63.

Based upon Automated Gate Services’ records, the number of workweeks you work from April 1, 2016 to December 31, 2020 is determined to be «Total_Weeks». If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements, see below (Question 9).

8. How and When Do I Receive a Payment?

To qualify for payment, **you need not do anything**. The Settlement Administrator will mail you a check within approximately thirty (30) to forty-five (45) calendar days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of workweeks you worked during the Covered Period is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than April 29, 2022. Be sure to include your name, address, telephone number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Automated Gate Services or the other Released Parties for the Class and PAGA Claims that were or could have been asserted in the lawsuit. Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement (“Released Claims”):

- Any and all claims for failure to pay regular, minimum, and overtime wages pursuant to Labor Code §§ 201-204, 510, 558, and 1194, and California local and state laws relating to underpayment of overtime wages as a result of failure to include prevailing wages (and related provisions of the Wage Orders of the California Industrial Welfare Commission), including claims for penalties, costs, and attorneys’ fees related thereto, that accrued from April 1, 2016, through December 31, 2020;
- Any and all claims for meal and rest period violations pursuant to Labor Code §§ 226.7 and 512 (and related provisions of the Wage Orders of the California Industrial Welfare Commission), including claims for penalties, costs, and attorneys’ fees related thereto, that accrued from April 1, 2016, through December 31, 2020;
- Any and all claims for unpaid business reimbursements pursuant to Labor Code § 2802 (and related provisions of the Wage Orders of the California Industrial Welfare Commission), including claims for penalties, costs, and attorneys’ fees related thereto, that accrued from April 1, 2016, through December 31, 2020;
- Any and all claims for inaccurate wage statements pursuant to Labor Code § 226 (and related provisions of the Wage Orders of the California Industrial Welfare Commission), including claims for penalties, costs, and attorneys’ fees related thereto, that accrued from April 1, 2016, through December 31, 2020; and
- Any and all claims for civil penalties under the PAGA predicated on the failure to pay regular, minimum, and overtime wages, failure to provide meal and rest breaks, failure to reimburse business expenses, and failure to provide accurate wage statements pursuant to Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, and 2802 (and related provisions of the Wage Orders of the California Industrial Welfare Commission), including claims for costs and attorneys’ fees related thereto, that accrued from April 1, 2016, through December 31, 2020.

The term “Released Parties” means Automated Gate Services, as well as its officers, directors, employees, and agents.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must complete and mail the Request for Exclusion Form attached to this Notice to the Settlement Administrator at the address indicated below.

Be sure to include your name and contact information, and include your signature on the Request for Exclusion Form. You must mail your exclusion letter postmarked no later than April 29, 2022, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid Request for Exclusion Form, you will no longer be a member of the class and you will not receive any money from the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Automated Gate Services in the future for the same Class and PAGA Claims made in this lawsuit, at your own expense.

12. How Do I Tell the Court That I Don't Believe That the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you want to let the Court know the reasons why you object to the settlement, follow the procedures set out below in this section.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator by completing the Objection Form attached to this Notice. You must provide your name and contact information, provide a written statement of the grounds in which you base your objection, and include your signature on the Objection Form. You may include any copies of evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) on which you base your objection, if any. You may also submit a written objection in any other format other than the Objection Form, as long as you provide your name and contact information, the case name and number of this lawsuit *Sakhoeuth "Kurt" Sao v. Automated Gate Services, Inc.*, Case No. RIC2001904, provide a written statement of the grounds in which you base your objection, and include your signature. You must mail the Objection Form or written objection postmarked no later than April 29, 2022, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

You may appear at the final approval hearing for the settlement to present your objection(s) to the Court, either in person or through an attorney at your own expense, regardless of whether you submitted a prior written objection. (See Questions 14 and 16.)

13. What is the Difference between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

14. Do I Have a Lawyer in this Case?

The Court decided that the law firm of Diversity Law Group, which represents the Named Plaintiff, is also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$54,166.67 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 16 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you want to be represented by your own lawyer, you may hire one at your own expense.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$5,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

16. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Sunshine S. Sykes on May 2, 2022, at 9:00 a.m., in Department 6 of the **Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501**, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct. Once final approval is granted by the Court, the Court will final judgment, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

17. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement titled “Joint Stipulation of Class Action Settlement” (“Agreement”) for the case *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, Case No. RIC2001904, attached as Exhibit B to the Declaration of Mai Tulyathan filed with the Court on September 27, 2021. You can view further details in the “Second Amendment to Joint Stipulation of Class Action Settlement” (“Amendment”) for the case *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, Case No. RIC2001904, attached as Exhibit A to the Second Supplemental Declaration of Mai Tulyathan filed with the Court on September 27, 2021. You can get a copy of the Settlement Agreement and the Amendment by contacting Class Counsel. You can also view the Settlement Agreement and the Amendment by visiting the Clerk of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California

92501, or visiting the Court’s website at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php> to view the case file online.

18. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Howard L. Magee
Mai Tulyathan

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Toll-Free Phone Number: (800) 523-5773

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT AUTOMATED GATE SERVICES, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.
CORTE SUPERIOR DE CALIFORNIA, CONDADO DE RIVERSIDE
(NO. DE CASO RIC2001904)

AVISO DE ACUERDO DE DEMANDA COLECTIVA (“AVISO”)

SI USTED ES UN EMPLEADO PRESENTE O PASADO EN CALIFORNIA DE AUTOMATED GATE SERVICES, INC. (“AUTOMATED GATE SERVICES” O “DEMANDADO”) Y ESTUVO EMPLEADO EN ALGÚN MOMENTO DURANTE EL PERÍODO COMPRENDIDO ENTRE EL 1º DE ABRIL DE 2016 Y EL 31 DE DICIEMBRE DE 2021, PUEDE QUE SEA ELEGIBLE PARA RECIBIR DINERO COMO PARTE DE UN ACUERDO DE DEMANDA COLECTIVA.

La Corte Superior del Condado de Riverside (“Corte”) ha autorizado que sea enviado el presente Aviso por parte de Phoenix Settlement Administrators (“Administrador del Acuerdo”). Esto no es un anuncio publicitario. Este documento no es una oferta de servicios de un abogado.

AUTOMATED GATE SERVICES NO PUEDE TOMAR NI TOMARÁ REPRESALIAS CONTRA USTED EN FORMA ALGUNA POR EL HECHO DE PARTICIPAR EN EL PRESENTE ACUERDO.

«First_Name» «Last_Name»
 «Address_1»
 «City», «State» «ZIP_Code»

SE ESTIMA QUE USTED RECIBIRÁ
 APROXIMADAMENTE «Est_Set_Amt» A
 TRAVÉS DE ESTE ACUERDO DE
 DEMANDA COLECTIVA

- Un ex empleado, Sakhoeuth “Kurt” Sao (“Demandante Nombrado”), ha demandado al Demandado en nombre propio y de todos los restantes empleados similarmente situados.
- Las partes de la demanda han alcanzado un acuerdo tentativo con respecto a los reclamos colectivos y representativos en virtud de la Ley General de Abogados Privados (*Private Attorneys General Act*) por violación del Código de Trabajo, secciones 201-204, 226, 226.7, 510, 512, 558, 1194, y 2802, y el Código de Negocios y Profesiones, sección 17200, *et seq.* (a los que se hace referencia como “Reclamos de la Clase y en virtud de PAGA” en el presente Aviso), y la Corte lo ha aprobado preliminarmente.
- Sus derechos legales se ven afectados independientemente de que actúe o no. Lea este aviso detenidamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTA DEMANDA

Puede NO HACER NADA	Recibirá un pago del acuerdo. Si no hace nada, seguirá participando en esta demanda, y se verá afectado por el resultado de este caso. Usted recibirá un pago del acuerdo; no obstante, perderá cualesquiera derechos a demandar a Automated Gate Services de forma separada por los mismos Reclamos de la Clase y en virtud de PAGA efectuados en la demanda. La suma estimada de su pago del acuerdo se indica más arriba. Para recibir su pago del acuerdo, lo único que necesita hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que la Corte conceda la aprobación final del acuerdo, el Administrador del Acuerdo enviará por correo su cheque a la dirección que figure en sus registros.
Puede PEDIR SER EXCLUIDO DEL ACUERDO (Fecha límite: 29 de abril de 2022)	Si pide ser excluido del acuerdo, no recibirá ningún pago del acuerdo, pero mantendrá cualesquiera derechos que tenga a demandar a Automated Gate Services de forma separada por los mismos Reclamos de la Clase y en virtud de PAGA contenidos en esta demanda. Importante: Usted no puede pedir ser excluido y seguir recibiendo un pago del acuerdo.
Puede OPONERSE AL ACUERDO (Fecha límite: 29 de abril de 2022)	Si no le gusta el acuerdo, puede enviar una objeción escrita al Administrador del Acuerdo antes de la fecha límite para que su objeción sea oída por la Corte. Si su objeción es desestimada por la Corte, usted seguirá estando obligado por los términos del acuerdo y recibirá un pago del acuerdo. Importante: Si se opone al acuerdo, no puede pedir al mismo tiempo ser excluido.

**ESTOS DERECHOS Y OPCIONES Y LAS FECHAS LÍMITE
PARA EJERCITARLOS SE EXPLICAN EN ESTE AVISO.**

La Corte está a cargo de esta demanda y todavía tiene que decidir si aprobará el acuerdo. La Corte solo ha determinado que hay suficientes pruebas para sugerir que el Acuerdo es justo, adecuado y razonable. La Corte todavía tiene que efectuar una determinación final con respecto a si concede la aprobación del Acuerdo. Se efectuarán pagos si la Corte aprueba finalmente el acuerdo y después de que se resuelvan cualesquiera apelaciones, caso de haberlas. **Por favor tenga paciencia.**

1. ¿Por qué debería leer el presente Aviso?

Usted debería leer el presente Aviso porque es posible que tenga derecho a recobrar dinero proveniente de un acuerdo de demanda colectiva.

2. ¿De qué trata esta Demanda?

En la demanda, el Demandante Nombrado alega en nombre propio y de otros empleados de Automated Gate Services que Automated Gate Services no pagó apropiadamente todos los salarios por horas extra debidos, no proporcionó períodos de comida y descanso fuera de servicio, no reembolsó gastos profesionales, no pagó todos los salarios tras el cese del empleo, y no proporcionó estados salariales detallados precisos en violación del Código de Trabajo de California, secciones 201-204, 226, 226.7, 510, 512, 558, 1194, y 2802, y el Código de Negocios y Profesiones, sección 17200, *et seq.* En concreto, el Demandante Nombrado alega que Automated Gate Services no calculó correctamente la tarifa salarial por horas extra cuando se pagaron tarifas salariales prevalecientes y otra remuneración no discrecional, y en consecuencia debe salarios adicionales por horas extra a los empleados. El Demandante Nombrado alega asimismo que Automated Gate Services denegó rutinariamente a los empleados el derecho a tomar períodos de comida y descanso fuera de servicio, pero dedujo tiempo de las hojas de registro de tiempo trabajado de los empleados por períodos de comida no tomados. Asimismo, el Demandante Nombrado alega que se requirió que comprara herramientas para realizar su trabajo en Automated Gate Services, pero no fue compensado por estos gastos. Como resultado de lo anterior, el Demandante Nombrado alega que los estados salariales que recibió fueron imprecisos porque no identificaban la información correcta según requiere el Código de Trabajo de California.

Automated Gate Services niega las alegaciones contenidas en la demanda y niega haber participado en cualquier tipo de conducta indebida. Automated Gate Services afirma que cumplió con todos los requisitos legales, y que está resolviendo la presente demanda para evitar los riesgos y gastos derivados de procedimientos legales adicionales.

3. ¿Qué es una Demanda Colectiva?

En una demanda colectiva, una o varias personas, llamadas representantes de la Clase (en este caso, Sakhoeuth “Kurt” Sao), demandan en nombre de personas que tienen supuestamente reclamos similares. A todas estas personas se les denomina la clase o los miembros de la clase. Una corte resuelve las cuestiones para todos los miembros de la clase, a excepción de aquellos que se excluyan de la clase. La Corte Superior del Condado de Riverside está a cargo de este caso. La demanda se titula *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, No. de caso RIC2001904.

4. ¿Por qué hay un Acuerdo?

La Corte no ha decidido a favor del Demandante Nombrado ni Automated Gate Services. El Demandante Nombrado considera que su postura podría haber prevalecido en un juicio. Automated Gate Services considera que el Demandante Nombrado no habría ganado nada. Sin embargo, no ha habido ningún juicio. En su lugar, ambas partes han llegado a un acuerdo. De esta manera, evitan los riesgos y gastos de un litigio y juicio, y las personas potencialmente afectadas recibirán compensación. El representante de la clase y los abogados consideran que el acuerdo representa la mejor solución para los miembros de la clase.

La Corte todavía tiene que decidir si aprobará el Acuerdo. La Corte solo ha determinado que hay suficientes pruebas para sugerir que el Acuerdo es justo, adecuado y razonable. La Corte todavía tiene que efectuar una determinación final en la audiencia de aprobación final respecto a la aprobación del Acuerdo.

5. ¿Cómo sé si soy parte del Acuerdo?

La Corte ha decidido que cualquier empleado no exento (remunerado por hora) presente o pasado de Automated Gate Services en el Estado de California en algún momento durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020, (el “Período Cubierto”), es un miembro de la clase. Si usted ha recibido el presente Aviso, es un miembro de la clase.

6. ¿Qué proporciona el Acuerdo?

El acuerdo propuesto proporciona un pago en efectivo por parte de Automated Gate Services de \$162,500.00 para resolver de forma completa y final los Reclamos de la Clase y en virtud de PAGA alegados en la demanda (se hace referencia a esta suma como la “Suma Bruta del Acuerdo”). La suma total a ser distribuida entre los miembros de la clase que puedan ser ubicados y que no soliciten ser excluidos del acuerdo será la Suma Bruta del Acuerdo menos lo siguiente: (a) gastos de administración del acuerdo por una suma no superior a \$2,845.00; (b) asignación adicional para el representante de la clase en calidad de Demandante Nombrado por una suma no superior a \$5,000.00 por su trabajo y esfuerzo en la tramitación de este caso, y por asumir los riesgos derivados de los gastos (en el supuesto de que el resultado de esta demanda no fuese favorable); (c) honorarios de los Abogados de la Clase por una suma no superior a \$54,166.67; (d) costos y gastos efectivos del litigio de los Abogados de la Clase, respaldados por la declaración correspondiente, por una suma no superior a \$15,000.00; y (e) pago de \$11,250.00 a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral. Se hace referencia a la suma total restante a ser distribuida entre los miembros de la clase tras deducir estos pagos, honorarios y gastos como la Suma Neta del Acuerdo. **Los honorarios y gastos de los Abogados de la Clase y la asignación adicional al representante de la clase para el Demandante Nombrado estarán sujetos a la aprobación de la Corte.**

Ninguna parte de la Suma Neta del Acuerdo será devuelta a Automated Gate Services bajo ninguna circunstancia.

7. ¿A cuánto ascenderá mi pago?

Su parte del acuerdo asciende a «Est_Set_Amt», tal y como se indica más arriba y se basa en el número de semanas laborales que trabajó para Automated Gate Services como empleado no exento/remunerado por hora durante el Período Cubierto, en comparación con el número total de semanas laborales trabajadas por todos los miembros de la clase en el mismo período. Se estima que el rango de pagos individuales del acuerdo a los miembros de la clase estará aproximadamente entre \$23.08 y \$5,723.07, sobre la base del número de semanas laborales trabajadas por cada miembro de la clase respectivo para Automated Gate Services durante el Período Cubierto. Se estima que el pago individual promedio del acuerdo ascenderá aproximadamente a \$1,546.63.

Sobre la base de los registros de Automated Gate Services, se ha determinado que el número de semanas laborales que usted trabajó durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020 asciende a «Total_Weeks». Si esta información parece correcta, no necesita hacer nada más para recibir su pago del acuerdo. Si no está de acuerdo con el número de estados salariales, consulte lo indicado más abajo (Pregunta 9).

8. ¿Cómo y cuándo recibiré el pago correspondiente?

Usted no necesita hacer nada para calificar para un pago. El Administrador del Acuerdo le enviará por correo un cheque dentro del plazo de aproximadamente treinta (30) a cuarenta y cinco (45) días calendario después de que la Corte dicte sentencia sobre la base de este acuerdo, y posiblemente más tarde dependiendo de si se presenta alguna apelación a la sentencia emitida por la Corte.

9. ¿Qué ocurre si considero que la información es imprecisa?

Si considera que el número de semanas laborales que usted trabajó durante el Período Cubierto es impreciso, puede cuestionar dicho número enviando una carta a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 no más tarde del 29 de abril de 2022. Asegúrese de incluir su nombre, dirección, número de teléfono, y una declaración acerca de las razones por las cuales usted cuestiona dicho número. Adjunte asimismo una copia de cualquier documentación que quiera incluir para respaldar su disputa.

10. ¿A qué estoy renunciando al recibir un pago del Acuerdo?

A menos que usted solicite ser excluido del acuerdo, seguirá siendo parte de la clase del acuerdo; esto significa que usted no puede demandar, seguir demandando, ni ser parte de ninguna otra demanda contra Automated Gate Services u otras Partes Liberadas por los Reclamos de la Clase y en virtud de PAGA que se hayan alegado, o se pudieran haber alegado, en la demanda. En concreto, usted estará renunciando, o “descargando”, los reclamos resumidos más abajo, tal y como se define de forma más detallada en el Acuerdo de Liquidación de las Partes (“Reclamos Descargados”):

- Cualesquiera reclamos por no pagar salarios regulares, mínimos y por horas extra de conformidad con el Código de Trabajo, §§ 201-204, 510, 558, y 1194, y la legislación estatal y local de California por lo que respecta al pago deficiente de salarios por horas extra como resultado de no incluir salarios prevaecientes (y disposiciones relacionadas de las Órdenes Salariales de la Comisión de Bienestar Industrial de California), incluyendo reclamos por sanciones, costos y honorarios de abogados relacionados, acumulados durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020;
- Cualesquiera reclamos por violaciones relacionadas con períodos de comida y descanso de conformidad con el Código de Trabajo, §§ 226.7 y 512 (y disposiciones relacionadas de las Órdenes Salariales de la Comisión de Bienestar Industrial de California), incluyendo reclamos por sanciones, costos y honorarios de abogados relacionados, acumulados durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020;
- Cualesquiera reclamos por reembolso de gastos profesionales no pagados de conformidad con el Código de Trabajo, § 2802 (y disposiciones relacionadas de las Órdenes Salariales de la Comisión de Bienestar Industrial de California), incluyendo reclamos por sanciones, costos y honorarios de abogados relacionados, acumulados durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020;
- Cualesquiera reclamos por estados salariales imprecisos de conformidad con el Código de Trabajo, § 226 (y disposiciones relacionadas de las Órdenes Salariales de la Comisión de Bienestar Industrial de California), incluyendo reclamos por sanciones, costos y honorarios de abogados relacionados, acumulados durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020; y
- Cualesquiera reclamos por sanciones civiles en virtud de PAGA basados en no pagar salarios regulares, mínimos y por horas extra, no proporcionar períodos de comida y descanso, no reembolsar gastos profesionales, y no proporcionar estados salariales precisos de conformidad con el Código de Trabajo, §§ 201-204, 226, 226.7, 510, 512, 558, 1194, y 2802 (y disposiciones relacionadas de las Órdenes Salariales de la Comisión de Bienestar Industrial de California), incluyendo reclamos por sanciones, costos y honorarios de abogados relacionados, acumulados durante el período comprendido entre el 1º de abril de 2016 y el 31 de diciembre de 2020.

El término “Partes Liberadas” significa Automated Gate Services, así como sus ejecutivos, consejeros, empleados y agentes.

11. ¿Cómo me excluyo del Acuerdo?

Para excluirse del acuerdo (a lo cual se hace referencia asimismo como “optar por ser excluido”), debe completar y enviar por correo el Formulario de Solicitud de Exclusión adjunto al presente Aviso al Administrador del Acuerdo a la dirección abajo indicada.

Asegúrese de incluir su nombre e información de contacto, e incluir su firma en el Formulario de Solicitud de Exclusión. Debe enviar su carta de exclusión por correo matasellado no más tarde del 29 de abril de 2022, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Si envía un Formulario de Solicitud de Exclusión válido y a tiempo, dejará de ser un miembro de la clase y no recibirá ningún dinero del acuerdo, ni podrá oponerse al acuerdo, pero no estará legalmente obligado por nada de lo que ocurra en esta demanda. Usted mantendrá cualesquiera derechos que tenga a demandar (o seguir demandando) a Automated Gate Services en el futuro por los mismos Reclamos de la Clase y en virtud de PAGA efectuados en esta demanda, debiendo correr con los gastos que se deriven.

12. ¿Cómo le digo a la Corte que no considero que el Acuerdo es justo?

En calidad de miembro de la clase, usted puede oponerse al acuerdo si considera que el acuerdo es injusto o inadecuado. Usted puede dar las razones por las que crea que la Corte no debería aprobarlo. Si quiere comunicar a la Corte las razones por las que se opone al acuerdo, siga los procedimientos abajo indicados en esta sección.

Si decide oponerse al acuerdo propuesto, puede hacerlo por escrito remitido al Administrador del Acuerdo completando el Formulario de Objeción adjunto al presente Aviso. Debe proporcionar su nombre e información de contacto, proporcionar una declaración escrita de los motivos en los que se base su objeción, e incluir su firma en el Formulario de Objeción. Puede incluir cualesquiera copias de pruebas y documentación acreditativa (incluyendo, sin limitación, todos los informes, pruebas escritas y declaraciones) en los que base su objeción, caso de haberlas. Puede enviar una objeción escrita en cualquier otro formato que no sea el del Formulario de Objeción, siempre que proporcione su nombre e información de contacto, el nombre y el número del caso de esta demanda *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, No. de caso RIC2001904, una declaración escrita de los motivos en los que base su objeción, e incluir su firma. Debe enviar el Formulario de Objeción u objeción escrita por correo matasellado no más tarde del 29 de abril de 2022, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Puede comparecer en la audiencia de aprobación final del acuerdo para presentar sus objeciones ante la Corte, ya sea en persona o a través de un abogado corriendo con los gastos que se deriven, independientemente de que haya enviado una objeción escrita previa. (*Consulte las Preguntas 14 y 16*).

13. ¿Cuál es la diferencia entre oponerse y excluirse?

Oponerse es simplemente decirle a la Corte que a usted no le gusta algo del acuerdo. Usted puede oponerse solamente si permanece en la clase. Excluirse, por otro lado, es decirle a la Corte que usted no quiere ser parte de la clase. Si se excluye, no tiene ninguna base para oponerse porque el caso ya no le afecta. Sin embargo, si presenta una objeción, seguirá recibiendo los beneficios del acuerdo en virtud del mismo si es aprobado por la Corte.

14. ¿Tengo un abogado en este caso?

La Corte ha decidido que la firma de abogados de Diversity Law Group, que representa al Demandante Nombrado, está calificada asimismo para representarle a usted y a todos los miembros de la clase. Usted no tendrá que pagar ningún cargo por estos abogados. Las firmas de abogados se denominan “Abogados de la Clase”. Si quiere ser representado por su propio abogado, puede contratarlo corriendo con los gastos que se deriven.

15. ¿Cómo se remunerará a los Abogados de la Clase y al Representante de la Clase?

Los abogados del Demandante Nombrado y la clase serán remunerados haciendo uso del dinero disponible en la Suma Bruta del Acuerdo. Los Abogados de la Clase solicitarán hasta \$54,166.67 en concepto de honorarios de abogados, y hasta un máximo de \$15,000.00 en concepto de gastos efectivos del litigio en que hayan incurrido; la suma efectiva de ambas partidas será determinada por la Corte en la audiencia de aprobación final (consulte la sección 16 más abajo para detalles acerca del momento preciso en que tendrá lugar esta audiencia). Los miembros de la clase (como usted) no tienen que pagar los honorarios y gastos de los Abogados de la Clase. **Si quiere ser representado por su propio abogado, puede contratarlo corriendo con los gastos que se deriven.**

Si es aprobado por la Corte, se efectuará un pago de una asignación adicional al Demandante Nombrado por una suma de hasta \$5,000.00 de la Suma Bruta del Acuerdo para compensarle por su trabajo y esfuerzos en la tramitación de este caso, y por asumir los riesgos derivados de los costos (en el supuesto de que el resultado de esta demanda no fuese favorable).

16. Aviso de Audiencia de Aprobación Final y objeciones al Acuerdo de Demanda Colectiva.

La Corte ha aprobado preliminarmente el acuerdo y celebrará una audiencia de aprobación final para decidir si concede la aprobación final del acuerdo. Esta audiencia se celebrará ante el Honorable Sunshine S. Sykes el 2 de mayo de 2022, a las 9:00 a.m., en el Departamento 6 de la **Corte Superior de California para el Condado de Riverside, ubicada en 4050 Main Street, Riverside, California 92501**, para determinar si el acuerdo propuesto es justo, razonable y adecuado, y si debería ser aprobado finalmente por la Corte. Si hay objeciones, la Corte las considerará. Tras la audiencia, la Corte decidirá si aprueba el acuerdo. No sabemos cuánto tiempo tomará esta decisión. La audiencia de aprobación final puede ser aplazada sin previo aviso. La Corte puede aplazar o suspender la audiencia, sin previo aviso, según el criterio de la Corte.

Una vez que la aprobación final sea concedida por la Corte, la Corte dictará una sentencia final, y se considerará que todos los miembros de la clase que no hayan solicitado ser excluidos han renunciado a los Reclamos Descargados arriba estipulados.

17. ¿Cómo puedo obtener más información?

El presente Aviso resume el acuerdo propuesto. Puede encontrar más detalles en el Acuerdo de Liquidación titulado “Estipulación Conjunta de Acuerdo de Demanda Colectiva” (“Acuerdo”) para el caso *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, No. de caso RIC2001904, que se adjunta como Anexo B a la Declaración de Mai Tulyathan registrada ante la Corte el 27 de septiembre de 2021. Puede consultar detalles adicionales en la “Segunda Enmienda a la Estipulación Conjunta de Acuerdo de Demanda Colectiva” (“Enmienda”) para el caso *Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.*, No. de caso RIC2001904, que se adjunta como Anexo A a la Segunda Declaración Complementaria de Mai Tulyathan registrada ante la Corte el 27 de septiembre de 2021. Puede obtener una copia del Acuerdo de Liquidación y la Enmienda contactando con los Abogados de la Clase. También puede consultar el Acuerdo de Liquidación y la Enmienda visitando al Secretario Judicial de la Corte Superior de California para el Condado de Riverside, ubicada en 4050 Main Street, Riverside, California 92501, o visitando el sitio web de la Corte en <https://www.riverside.courts.ca.gov/OnlineServices/SearchCorteRecords/public-access.php> para ver el expediente del caso *online*.

18. ¿Cuál es la información de contacto de los Abogados de la Clase?

Las direcciones de los Abogados de la Clase son las siguientes:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Howard L. Magee
Mai Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Teléfono: (213) 488-6555
Fax: (213) 488-6554

¿QUÉ OCURRE SI TENGO PREGUNTAS?

Si tiene alguna pregunta acerca del acuerdo, puede ponerse en contacto con el Administrador del Acuerdo.

Sakhoeuth “Kurt” Sao v. Automated Gate Services, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Número de teléfono gratuito: (800) 523-5773

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN EN RELACIÓN CON ESTE ACUERDO O EL PROCESO DEL ACUERDO.

POR FAVOR NO CONTACTE CON AUTOMATED GATE SERVICES, SUS GERENTES O ABOGADOS PARA SOLICITAR INFORMACIÓN EN RELACIÓN CON ESTE ACUERDO O EL PROCESO DEL ACUERDO.

REQUEST FOR EXCLUSION FORM
(Sao v. Automated Gate Services, Inc.; Case No. RIC2001904)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT
WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE
AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN APRIL 29, 2022:**

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Automated Gate Services, Inc. with respect to the claims raised in the lawsuit referenced above.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____

(signature)

FORMULARIO DE SOLICITUD DE EXCLUSIÓN
(*Sao v. Automated Gate Services, Inc.; No. de caso RIC2001904*)

**SI QUIERE SER INCLUIDO EN ESTE ACUERDO DE
DEMANDA COLECTIVA Y RECIBIR UN PAGO DEL
ACUERDO, NO LLENE ESTE FORMULARIO.**

**SI NO QUIERE SER INCLUIDO EN EL ACUERDO Y NO QUIERE RECIBIR UN
PAGO DEL ACUERDO, DEBE COMPLETAR, FECHAR Y FIRMAR ESTE
FORMULARIO Y ENVIARLO A LA DIRECCIÓN ABAJO INDICADA POR CORREO
MATASELLADO NO MÁS TARDE DEL 29 DE ABRIL DE 2022:**

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

He recibido el aviso de acuerdo propuesto en esta demanda, deseo ser excluido de la clase y he decidido **no** participar en el acuerdo propuesto. Entiendo que esto significa que no estaré obligado por el acuerdo y no recibiré ningún pago del acuerdo, pero mantendré cualesquiera derechos que pueda tener, caso de haberlos, a hacer valer un reclamo contra Automated Gate Services, Inc., con respecto a los reclamos planteados en la demanda de referencia.

Su nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de teléfono, incluyendo código de área: _____

Fecha: _____

(firma)

OBJECTION FORM

(Sao v. Automated Gate Services, Inc.; Case No. RIC2001904)

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection, or you may write your objection in any other written format you choose. Send the completed Objection Form or other written statement, along with any other documents you may have that support your objection, if any, by mailing it to the address below, postmarked no later than April 29, 2022. Alternatively, you may appear and be heard at the Final Approval Hearing regardless of whether you submit an Objection Form or other written objection.

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____
_____ (signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

FORMULARIO DE OBJECCIÓN

(Sao v. Automated Gate Services, Inc.; No. de caso RIC2001904)

TAL Y COMO SE EXPLICA EN MAYOR DETALLE EN EL AVISO QUE ACOMPAÑA A ESTE FORMULARIO, USTED TIENE DERECHO A OPONERSE AL ACUERDO PROPUESTO DE DEMANDA COLECTIVA DESCRITO EN EL AVISO.

Si lo desea, puede oponerse al Acuerdo propuesto. La Corte puede o no estar de acuerdo con su objeción. El hecho de oponerse al Acuerdo no le excluirá del Acuerdo, y si la Corte concede la aprobación final del Acuerdo, usted recibirá su pago del acuerdo y el descargo de reclamos le resultará de aplicación a usted.

Si desea oponerse al Acuerdo, debe completar este Formulario de Objeción e indicar las razones de su objeción, o puede escribir su objeción en cualquier otro formato escrito que elija. Envíe el Formulario de Objeción completado u otra declaración escrita, conjuntamente con cualesquiera otros documentos que pueda tener que respalden su objeción, caso de haberlos, a la dirección abajo indicada, por correo matasellado no más tarde del 29 de abril de 2022. De forma alternativa, puede comparecer y ser oído en la Audiencia de Aprobación Final independientemente de que envíe un Formulario de Objeción u otra objeción escrita.

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Su nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de teléfono, incluyendo código de área: _____

Fecha: _____

(firma)

Razones por las que se opone (puede adjuntar páginas adicionales si resulta necesario):

Exhibit B

REQUEST FOR EXCLUSION FORM
(Sao v. Automated Gate Services, Inc.; Case No. RIC2001904)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT
WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE
AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN APRIL 29, 2022:**

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided *not* to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Automated Gate Services, Inc. with respect to the claims raised in the lawsuit referenced above.

Your Name: David Nickerson

Street Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Telephone Number, Including Area Code: [REDACTED]

Date: 3-27-22

[Signature]
(signature)



REQUEST FOR EXCLUSION FORM
(*Sao v. Automated Gate Services, Inc.; Case No. RIC2001904*)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT
WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE
AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN APRIL 29, 2022:**

Sao v. Automated Gate Services, Inc. Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided *not* to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Automated Gate Services, Inc. with respect to the claims raised in the lawsuit referenced above.

Your Name: Derrick Burroughs

Street Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Telephone Number, Including Area Code: [REDACTED]

Date: 3/23/22

Derrick Burroughs
(signature)

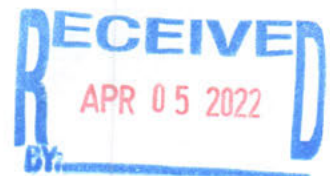


Exhibit C



CASE ASSUMPTIONS

Class Members	48
Opt Out Rate	2%
Opt Outs Received	1
Total Class Claimants	47
Subtotal Admin Only	\$2,845.00
WILL NOT EXCEED	\$2,845.00
For 48 Class Members	
Price good for scope of estimate	

March 29, 2021

Case: Sao v. Automated Gate Services Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 48 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Translation / Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$82.15	1	\$82.15
Call Center & Long Distance	\$2.00	5	\$9.60
NCOA (USPS)	\$15.00	1	\$15.00
Total			\$306.75

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.10	48	\$4.80
Notice Packet & Opt-Out Form	\$2.00	48	\$96.00
Estimated Postage (up to 2 oz.)*	\$0.70	48	\$33.60
Total			\$234.40

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.00	5	\$5.00
Remail Notice Packets	\$2.00	5	\$10.00
Estimated Postage	\$0.70	5	\$3.50
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$123.50

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	1	\$100.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$50.00	1	\$50.00
Opt-Outs/Deficiency/Dispute Letters	\$8.50	2	\$17.00
Case Manager	\$75.00	1	\$75.00
Total			\$342.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$100.00	1	\$100.00
QSF Fees, Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks, W2 and 1099 *	\$2.00	47	\$94.08
Estimated Postage Checks, W2 and 1099	\$0.55	47	\$25.87
Check Cashing Reminder Postcard	\$0.75	16	\$11.64
Postage Check Cashing Reminder Postcard	\$0.36	16	\$5.59
Total			\$687.18

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	9	\$14.11
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$80.00	1	\$80.00
Final Reporting & Declarations	\$100.00	1	\$100.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	5	\$7.06
Uncashed Check QSF Tax Filing	\$75.00	3	\$225.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$350.00	1	\$350.00
Total			\$1,151.17

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,845.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.