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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 11 2022

A. Behrmann

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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]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: May 2, 2022
Time: 9:00 A.M.
Dept.: 6

Complaint Filed: June 1, 2020
Trial Date: None Set

1 Plaintiff Sakhoeth “Kurt” Sao (“Plaintiff”) and Defendant Automated Gate Services,
2 Inc. (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint Stipulation of
3 Class Action Settlement and amendments thereto (“Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”). The Settlement
5 Agreement was filed on September 27, 2021 as Exhibit B to the Declaration of Mai Tulyathan
6 in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
8 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
9 submitted, and the presentations made in connection with the Motion which came on for
10 hearing on May 2, 2022.

11 **I. BACKGROUND**

12 On June 1, 2020, Plaintiff filed his complaint asserting class and representative Private
13 Attorneys General Act (“PAGA”) claims against Defendant in the Superior Court of the State of
14 California for the County of Riverside. Plaintiff alleges that Defendant failed to properly pay
15 overtime wages, provide off-duty meal and rest periods, reimburse business expenses, and
16 provide accurate itemized wage statements to its employees in violation of Labor Code §§ 201-
17 204, 226(a), 226.7, 510, 512, 558, 1194, 2698, *et seq.*, and 2802, and Business s and Professions
18 Code § 17200, *et seq.*

19 **A. Class Members**

20 The “Class” is defined as “All current and former non-exempt employees of Defendant
21 in the State of California at any time from April 1, 2016 through December 31, 2020.”

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order dated January 28, 2022, this Court
24 conditionally certified the Class and granted preliminary approval to the Settlement. The
25 Preliminary Approval Order also approved of the proposed Notice of Class Action Settlement
26 (“Class Notice”) and notice dissemination plan. The Court entered the Preliminary Approval
27 Order after review and consideration of all of the pleadings filed in connection herewith and the
28 oral presentations made by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Class Notice was sent to all 48
2 Class Members via U.S. First-Class mail. The notice process was timely completed.

3 This Court finds that the Settlement appears to be the product of serious, informed, non-
4 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
5 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
6 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
7 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
8 approval of a class action settlement under California law. Under the provisions of California
9 Code of Civil Procedure § 382 and FRCP 23, as approved for use by the California state court
10 in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a
11 class where:

12 [Q]uestions of law or fact common to the members of the class
13 predominate over any questions affecting only individual
14 members, and that a class action is superior to the available
15 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
18 AS FOLLOWS:

19 1. The Court, for purposes of this Order, adopts all defined terms and conditions as
20 set forth in the Settlement Agreement filed in this case.

21 2. The Court has jurisdiction over the subject matter of this litigation and the Class
22 Representative, the other members of the Class, and Defendant.

23 3. The Court finds that the dissemination of the Class Notice as disseminated to the
24 Class Members, constituted the best notice practicable under the circumstances to all persons
25 within the definition of the Class, and fully met the requirements of California law and due
26 process under the United States Constitution.

27 4. The Court approves the Settlement of the above-captioned action, as set forth in
28 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The

1 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
2 Agreement.

3 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
4 are to bear their own costs and attorneys' fees.

5 6. The Court hereby certifies the following Class for settlement purposes only: All
6 current and former non-exempt employees of Defendant in the State of California at any time
7 from April 1, 2016 through December 31, 2020. Excluded from the Class are David Nickerson
8 and Derrick Burroughs, who validly excluded themselves from the Settlement.

9 7. With respect to the Class and for purposes of approving the settlement only and
10 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
11 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Class, and there is a well-defined community of interest
13 among members of the Class with respect to the subject matter of the claims in this litigation;
14 (c) the claims of Class Representative is typical of the claims of the members of the Class; (d)
15 the Class Representative has fairly and adequately protected the interests of the members of the
16 Class; (e) a class action is superior to other available methods for an efficient adjudication of
17 this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel,
18 are qualified to serve as counsel for the Plaintiff in his individual and representative capacity
19 and for the Class.

20 8. Defendant shall fund \$162,500.00 of the total Gross Settlement Amount pursuant
21 to the terms of the Settlement Agreement.

22 9. The Court approves the Individual Settlement Payment amounts, which shall be
23 distributed pursuant to the terms of the Settlement Agreement. The envelope transmitting the
24 Individual Settlement Payments shall bear the notation "YOUR CLASS ACTION
25 SETTLEMENT CHECK IS ENCLOSED." All Individual Settlement Payments shall be
26 negotiable for 180 days from the date of mailing. The Settlement Administrator shall mail a
27 reminder postcard to any class member whose Individual Settlement Payment has not been
28 negotiated within 60 days after the date of mailing. If any of the class members are current

employees of Defendant and the Individual Settlement Payments mailed to such employees are returned as being undeliverable and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have such distributions delivered to the employees at their place of employment. Upon expiration of the 180 days check negotiation deadline, all remaining uncashed funds shall be paid to Legal Aid At Work, 180 Montgomery St., Suite 600, San Francisco, CA 94104, as the *cy pres* recipient.

10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of \$54,166.67 and reimbursement of costs in the amount of \$2,576.43; (b) enhancement payment to the Class Representative Sakhoeth "Kurt" Sao in the amount of \$5,000.00; (c) the sum of \$11,250.00 to be paid to the LWDA for PAGA Penalties; and (d) \$2,845.00 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs relating to the claims administration process in this matter. The Court finds that these amounts are fair and reasonable. Defendant is directed to make such payments from the Gross Settlement Amount and in accordance with the terms of the Settlement Agreement.

11. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

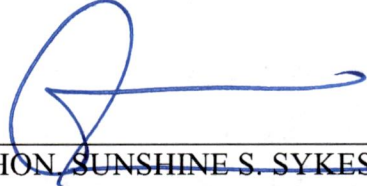
12. Notice of the entry of this Order and Judgment shall state that "Final approval of the class action settlement in the matter of Sao v. Automated Gate Services, Inc. has been granted and judgment has been entered pursuant to the Order and Judgment attached hereto as Exhibit A," and shall be disseminated to class members by posting said Notice on the Settlement Administrator's website.

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1 13. The Final Report (Nonappearance) Hearing shall be set for 1/9/23,
2 2023. Plaintiff shall file a final accounting report on or before 12/19/22, ~~2023~~.

3 IT IS SO ORDERED AND ADJUDGED.

4
5 DATED: 7-1-2022


6 HON. ~~SUNSHINE S. SYKES~~ A. Barnard
7 SUPERIOR COURT OF CALIFORNIA