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Attorneys for Plaintiff, the Class, and the Aggrieved Employees

**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 SAKHOEUTH
“KURT” SAO IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

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

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I, Sakhoeuth “Kurt” Sao, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently. During my employment with Defendant, I worked as a non-exempt employee, and was paid hourly.

2. During my employment with Defendant, I was regularly denied off-duty meal and rest breaks and Defendant routinely denied my requests to take meal and rest breaks. Nevertheless, Defendant still routinely deducted time from my time and claimed it as meal break time, even though meal breaks were not actually taken.

3. During periods when I worked overtime and earned non-discretionary incentive, including prevailing wage pay, I was underpaid overtime wages. In this regard, I understand that Defendant did not correctly calculate my overtime wages at the regular rate that included the non-discretionary incentives, including prevailing wage pay. Additionally, I was also issued inaccurate wage statements that displayed incorrect information, including overtime rates of pay, number of hours worked, and gross and net wages earned.

4. Furthermore, during my employment with Defendant, I was required to purchase tools that were necessary to perform my job duties and complete projects for Defendant. I was not reimbursed for the costs of said tools.

5. During the pendency of this lawsuit, I was required to provide assistance to my attorneys to aid in the prosecution of this lawsuit. I have spent a significant amount of time meet and conferring with my attorneys in connection with the assistance and prosecution of this lawsuit. I estimate that I spent approximately **30 hours**, including the following:

- Numerous telephonic discussions with counsel regarding the lawsuit and the facts involved, as well as explaining my understanding of Defendant's practices;
- Searching for and providing documents relating to my claims, including various employment documents, timecard reports and pay stubs, attendance reports, and policy documents;

- Reviewing various documents and pleadings in this case, including my PAGA letter submitted to the state, the complaint, the settlement agreement, and my declarations in this case;
- Regularly providing information to counsel and responding to any questions; and
- Reviewing and executing the settlement agreement.

6. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class and PAGA claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

7. I have been and continue to be willing to assist in the investigation of this matter, as well as make myself available for deposition, trial, or any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and will carry out those duties as necessary.

8. I have discussed the terms of the settlement with my attorneys, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for the entire Class.

9. The Individual Settlement Payment amount that I am expected to receive as a member of the Class is approximately \$220.11.

10. I am aware and have been aware from the inception of the case, that there is the risk that if I do not win my case, then I could be liable for Defendant's litigation fees and costs had Defendant prevailed in this lawsuit. I accepted that risk.

11. I also understand that filing this lawsuit is a public record accessible to the public, including any prospective employers. I accepted that burden. As a result, I risked my future employment in order to bring this action. Moreover, this lawsuit is now something that

1 potential employers can look into, and which may cause a negative impact of my employment
2 prospects.

3 12. I understand that because of my actions, many others have benefited by this case.
4 I feel that I took upon myself the risk of this lawsuit and achieved a result for my other
5 coworkers who did not have to file suit.

6 13. I do not have any relationship with or connection to Legal Aid at Work.

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

9 Executed on this 5th day of April 2022, at Long Beach, California.

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12 Sakhoeth K. Sao (Apr 5, 2022 20:01 PDT)

13 Sakhoeth "Kurt" Sao
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