

JAN 28 2022

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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
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 20, 2021

Time: 8:30 A.M.

Dept.: 6

Complaint Filed: June 1, 2020

Trial Date: None Set

1 Plaintiff Sakhocuth “Kurt” Sao’s (“Plaintiff”) application for an Order Granting
2 Preliminary Approval of Class Action Settlement was filed with the Court on September 27,
3 2021, and a hearing was held before this Court on October 20, 2021. Plaintiff’s counsel, Larry
4 W. Lee and Mai Tulyathan of Diversity Law Group, P.C., appeared on behalf of Plaintiff, and
5 Defendant’s counsel, Mark J. Jacobs of Fisher & Phillips LLP, appeared on behalf of Defendant
6 Automated Gate Services, Inc. (“Defendant”).

7 The Court has considered the Joint Stipulation of Class Action Settlement (“Stipulation”
8 or “Settlement Agreement”) and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

13 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and
15 PAGA claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class
16 (as defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 All current and former non-exempt employees of Defendant in the
20 State of California at any time from April 1, 2016 through
21 December 31, 2020.

22 Should for whatever reason the Settlement Agreement not become Final, the fact that the
23 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
24 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
25 whether a class should be certified in a non-settlement context.

26 4. The Court appoints and designates: (a) Plaintiff Sakhoeuth “Kurt” Sao as the
27 Class Representative and (b) Howard L. Magee, Larry W. Lee, and Mai Tulyathan of Diversity
28 Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
the Class with respect to all acts or consents required by, or which may be given, pursuant to the

1 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement
2 Agreement and its terms. Any Class Member may enter an appearance through his or her own
3 counsel at such Class Member's own expense. Any Class Member who does not enter an
4 appearance or appear on his or her own behalf will be represented by Class Counsel.

5 5. The Court hereby approves the terms and conditions provided for in the
6 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
7 falls within the range of reasonableness of a settlement, including the amount of the PAGA
8 penalties, and appears to be presumptively valid, subject only to any objections that may be
9 raised at the final approval hearing by the Court. It appears to the Court on a preliminary basis
10 that the settlement is fair, adequate, and reasonable as to all potential Class Members when
11 balanced against the probable outcome of further litigation relating to liability and damages
12 issues. It also appears that investigation, research, and court proceedings have been conducted
13 so that counsel for the Settling Parties are able to reasonably evaluate their respective positions.
14 It appears to the Court that settlement at this time will avoid substantial additional costs by all
15 Settling Parties, as well as avoid the delay and risks that would be presented by the further
16 prosecution of the Litigation. It also appears that settlement has been reached as a result of
17 intensive, serious, and non-collusive arm's length negotiations.

18 6. A final approval hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
20 to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
21 Workforce & Development Agency, and the Class Representative Enhancement Payment
22 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
23 hereby set for May 2, 2022 at 9:00^{am} in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Class Notice") to be sent to Class Members, which is attached herewith as **Exhibit**
26 **A**. The Court finds that distribution of the Class Notice to Class Members substantially in the
27 manner and form set forth in the Settlement Agreement and this Order meets the requirements
28 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

1 8. The Court hereby approves, as to form and content, the Request for Exclusion
2 Form ("Exclusion Form") attached herewith as **Exhibit B**, which shall accompany the Class
3 Notice to be sent to Class Members. The form includes the deadline and return address for
4 submission. Any Exclusion Form shall be submitted directly to the Settlement Administrator.

5 9. The Court hereby approves, as to form and content, the Objection Form
6 ("Objection Form") attached herewith as **Exhibit C**, which shall accompany the Class Notice to
7 be sent to Class Members. The form includes the deadline and return address for submission.
8 Any Objection Form shall be submitted directly to the Settlement Administrator.

9 10. The Court appoints and designates Phoenix Settlement Administrators as the
10 Settlement Administrator. The Court hereby directs the Settlement Administrator to distribute
11 the approved Class Notice to Class Members using the procedures set forth in the Settlement
12 Agreement.

13 11. Any Class Member may choose to opt out of and be excluded from the
14 Settlement as provided in the Settlement Agreement and Class Notice, and by following the
15 instructions for requesting exclusion via the submission of the Exclusion Form. Any person
16 who timely and properly opts out of the Settlement will not be bound by the Settlement
17 Agreement or have any right to object, appeal, or comment thereon. Class Members who have
18 not validly and timely requested exclusion by the deadline shall be bound by all determinations
19 of the Court, the Settlement Agreement, and Judgment.

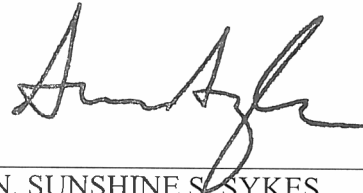
20 12. Any Class Member may object to the Settlement Agreement or express his or her
21 views regarding the Settlement Agreement, and may present evidence and submit other
22 documentation that may be proper and relevant to the issues to be heard and determined by the
23 Court as provided in the Class Notice. A Class Member who objects to the Settlement
24 Agreement is *not* required to appear at the final approval hearing, state in their Objection Form
25 that the Class Member intends to appear at the final approval hearing, or file a notice of
26 intention to appear at the final approval hearing, to have his or her objection considered by the
27 Court. Any Class Member who submits an Objection Form shall be notified by Class Counsel
28 or the Settlement Administrator of any continuance of final approval hearing.

1 13. The Motion for Final Approval shall be filed by the Class Representative no later
2 than sixteen (16) court days before the Settlement Fairness Hearing. Concurrently with the
3 Class Representative's Motion for Final Approval, the Settlement Administrator shall file a
4 declaration authenticating a copy of every Exclusion Form and Objection Form received by the
5 Settlement Administrator.

6 14. The Court reserves the right to adjourn or continue the date of the Settlement
7 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice
8 to the Class, and retains jurisdiction to consider all further applications arising out of or
9 connected with the Class Settlement Agreement.

10 IT IS SO ORDERED.

11
12 DATED: JAN 28 2022



HON. SUNSHINE S. SYKES
SUPERIOR COURT OF CALIFORNIA