

BRADLEY/GROMBACHER, LLP

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Attorneys for Plaintiff CIDA BENG, on behalf of
herself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

CIDA BENG, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

SAS MANAGEMENT STORES, INC., a
California corporation; SAS C-STORES
INC., a California corporation; S&S
PETROLEUM, INC., a Washington
corporation; and DOES 1 to 10, inclusive

Defendants.

CASE NO.: 21STCV45479

(Assigned to Hon. Timothy P. Dillon, Dept. 15)

**SUPPLEMENTAL DECLARATION OF
MARCUS J. BRADLEY IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

DATE: June 20, 2025

TIME: 9:00 a.m.

DEPT.: 15

Complaint filed December 14, 2021

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1. I am an attorney at Bradley/Grombacher, LLP, counsel of record for Cida Beng (“Plaintiff”) in the above-captioned case. The following statements are based on my personal knowledge and review of the files. If called on to do so, I could and would testify competently thereto.

3. Attached as **Exhibit 1** to this Declaration is a true and correct copy an executed Amendment to Settlement Agreement. No 1. (“Amendment”). The Amendment states **“Defendants will deposit the Gross Settlement Amount and funds sufficient to pay all employer payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date. (‘Full Funding Date’).”** Consequently, there will be no installment plan as contemplated in the Settlement Agreement at ¶ 33.

5. Attached as **Exhibit 3** to this Declaration is a true and correct copy of a clean version of the proposed revised Class Notice.

Executed on June 13, 2025, in Westlake Village, California.

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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CIDA BENG, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

SAS MANAGEMENT STORES, INC., a
California corporation; SAS C-STORES INC., a
California corporation; S&S PETROLEUM,
INC., a Washington corporation; and DOES 1 to
10, inclusive,

Defendants.

Case No.: 21STCV45479

**AMENDMENT NO. 1 TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

1 **AMENDMENT NO. 1 TO JOINT STIPULATION OF CLASS ACTION AND PAGA**
2 **SETTLEMENT AND RELEASE**

3 A Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
4 “Settlement Agreement”) was made and entered into by and between Plaintiff Cida Beng (“Plaintiff” or
5 “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants
6 SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc. (“Defendants”)
7 (collectively with Plaintiff, the “Parties”), on or about October 11, 2024. The Settlement Agreement
8 provides that it may be amended by a writing signed either by the Parties or their counsel (¶ 73). The
9 Parties wish to amend the Settlement Agreement as follows:

10 1. Paragraph 33 of the Settlement Agreement is revised to read as follows:

11 **Funding of the Gross Settlement Amount.** Defendants will deposit the Gross Settlement
12 Amount and funds sufficient to pay all employer payroll taxes into a Qualified Settlement Fund
13 (“QSF”) to be established by the Settlement Administrator within thirty (30) calendar days after
14 the Effective Date. (“Full Funding Date”). After the Full Funding Date, the Gross Settlement
15 Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce
16 Development Agency Payment; (c) the Class Representative Enhancement Payment; (d)
17 Attorneys’ Fees and Costs; and (e) Settlement Administration Costs.

19 **BRADLEY/GROMBACHER, LLP**

20 Dated: 6/13/25

21 By: 

22 Marcus Bradley
23 Attorneys for Plaintiff Cida Beng

24 **OGLETREE DEAKINS**

25 Dated: June 13, 2025

26 By: Christopher W. Decker

27 Christopher W. Decker
28 Attorneys for Defendants SAS Management Stores,
 Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc.

EXHIBIT 2

Beng v. SAS Management Stores, Inc., et al. No. 21STCV45479
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who have been, or currently are, employed by Defendants SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc. (“Defendants”) and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since June 19, 2017 through ~~the earlier of: (i) the date of Preliminary Approval, or (ii) December 9, 2023~~ (“Class Members”).

All persons who have been, or currently are, employed by Defendants and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since October 10, 2020 through ~~the earlier of: (i) the date of Preliminary Approval, or (ii) December 9, 2023~~ (“PAGA Members”).

On _____, the Honorable ~~Kenneth R. Freeman~~ Timothy P. Dillon of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 __m. on _____, 2023~~5~~ in Department ~~14~~15 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 14 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

Summary of the Litigation

Plaintiff Cida Beng, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses, and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 25, 2023, the parties participated in a mediation with the Hon. Howard Broadman (Ret.), an experienced and well-respected class action mediator. With Judge Broadman’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Bradley/Grombacher, LLP (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff. The Settlement is not an admission of any wrongdoing by NRG or an indication that any laws were violated.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that the final determination whether it is will be made at the Final Approval Hearing.

Summary of The Proposed Settlement Terms

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$375,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$7,500 to Cida Beng for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) \$125,000 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$25,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$18,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$6,250 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$12,850. After deducting the above payments, a total of approximately \$184,650 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$6,250 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from June 19, 2017 through ~~the earlier of: (i) the date of Preliminary Approval, or (ii) December 9, 2023~~ ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position from [date] to [date], for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from October 10, 2020 through ~~the earlier of: (i) the date of Preliminary Approval, or (ii) December 9, 2023~~ ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe your dates of employment and/or the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

c/o _____
Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims against any of the Released Parties:

Released Class Claims: All causes of action and factual or legal theories that (i) were alleged in the First Amended Complaint, or (ii) reasonably could have been alleged based on the facts alleged in the First Amended Complaint, including all of the following claims for relief during the Class Period: (a) failure to pay overtime wages due; (b) failure to pay all wages and minimum wages due; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to pay all wages timely during employment; (g) failure to pay all wages timely at the time of termination; (h) unlawful direct deposit and discount of wages; (i) unlawful deductions from wages; (j) secret payment of lower wages; (k) failure to provide suitable seating; (l) failure to reimburse business expenses; (m) failure to provide notice of material terms of employment; (n) failure to provide sick day balances; (o) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (p) any other claims or penalties under the wage and hour laws pleaded in the Action; and (q) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Released PAGA Claims: All causes of action and factual or legal theories for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the Released Parties (below) that (i) were alleged in the First Amended Complaint, or (ii) reasonably could have been alleged based on the facts alleged in the First Amended Complaint, premised on the claims, causes of action or legal theories described in the definition of "Released Class Claims" or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Complaint.

Released Parties: SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc., and each of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees,

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The release of these claims and parties will occur on the date of the full funding of the settlement.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2023~~5~~. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023~~5~~, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2023~~5~~. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

Marcus Bradley
Bradley/Grombacher, LLP
31365 Oak Crest Dr. Suite 240
Westlake Village, CA 91361
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 3

Beng v. SAS Management Stores, Inc., et al. No. 21STCV45479
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who have been, or currently are, employed by Defendants SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc. (“Defendants”) and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since June 19, 2017 through **December 9, 2023** (“Class Members”).

All persons who have been, or currently are, employed by Defendants and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since October 10, 2020 through **December 9, 2023** (“PAGA Members”).

On _____, the Honorable Timothy P. Dillon of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2025 in Department 15 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 14 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

Summary of the Litigation

Plaintiff Cida Beng, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses, and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 25, 2023, the parties participated in a mediation with the Hon. Howard Broadman (Ret.), an experienced and well-respected class action mediator. With Judge Broadman’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Bradley/Grombacher, LLP (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff. The Settlement is not an admission of any wrongdoing by NRG or an indication that any laws were violated.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that the final determination whether it is will be made at the Final Approval Hearing.

Summary of The Proposed Settlement Terms

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$375,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$7,500 to Cida Beng for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) \$125,000 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$25,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$18,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$6,250 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$12,850. After deducting the above payments, a total of approximately \$184,650 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$6,250 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from June 19, 2017 through **December 9, 2023** ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position from [date] to [date], for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from October 10, 2020 through **December 9, 2023** ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe your dates of employment and/or the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims against any of the Released Parties:

Released Class Claims: All causes of action and factual or legal theories that (i) were alleged in the First Amended Complaint, or (ii) reasonably could have been alleged based on the facts alleged in the First Amended Complaint, including all of the following claims for relief during the Class Period: (a) failure to pay overtime wages due; (b) failure to pay all wages and minimum wages due; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to pay all wages timely during employment; (g) failure to pay all wages timely at the time of termination; (h) unlawful direct deposit and discount of wages; (i) unlawful deductions from wages; (j) secret payment of lower wages; (k) failure to provide suitable seating; (l) failure to reimburse business expenses; (l) failure to provide notice of material terms of employment; (m) failure to provide sick day balances; (n) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (o) any other claims or penalties under the wage and hour laws pleaded in the Action; and (p) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Released PAGA Claims: All causes of action and factual or legal theories for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the Released Parties (below) that (i) were alleged in the First Amended Complaint, or (ii) reasonably could have been alleged based on the facts alleged in the First Amended Complaint, premised on the claims, causes of action or legal theories described in the definition of "Released Class Claims" or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Complaint.

Released Parties: SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc., and each of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The release of these claims and parties will occur on the date of the full funding of the settlement.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez

Marcus Bradley

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

Bradley/Grombacher, LLP
31365 Oak Crest Dr. Suite 240
Westlake Village, CA 91361
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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**PROOF OF SERVICE
VIA CASE ANYWHERE**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On June 13, 2025, I served the foregoing document described as:
**SUPPLEMENTAL DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**
on all interested parties in said action.

SEE ATTACHED SERVICE LIST

Pursuant to the Court's Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Executed on June 13, 2025 at Westlake Village, California.

Suzette Boucher

Suzette Boucher

Service List

Beng v. SAS Management Stores, Inc. et al.
Los Angeles County Superior Court Case No. 21STCV45479

Mailing List

CHRISTOPHER W. DECKER N. NIKKI STAGGS OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045 christopher.decker@ogletree.com nikki.staggs@ogletree.com cc leticia.rivera@ogletree.com	Attorneys for Defendant SAS MANAGEMENT STORES, INC., SAS C-STORES INC., and S&S PETROLEUM, INC.
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