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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

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Cida Beng (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc. (“Defendants”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Cida Beng v. SAS Management Stores, Inc., et al.*, Los Angeles County Superior Court Case No. 21STCV45479.
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Twenty-Five Thousand Dollars (\$125,000). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC and Bradley/Grombacher, LLP.
4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most

recent mailing address and telephone number; Social Security number; and dates of employment, or other information from which the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period can be determined.

5. “Class Member(s)” or “Settlement Class” means 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 June 19, 2017 through the earlier of: (a) the date of Preliminary Approval, or (b) December 9, 2023. Defendants estimate that there are approximately [REDACTED] Class Members.

6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A. The Class Notice will contain each Class Member’s estimated Individual Settlement Payment, dates of employment, and instructions about how to opt-out of the Settlement or object. Class Members will be mailed a Class Notice.

7. “Class Period” means the period from June 19, 2017 through the earlier of: (a) the date of Preliminary Approval, or (b) December 9, 2023

8. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars (\$7,500).

9. “Court” means the Los Angeles County Superior Court.

10. “Defendants” means Defendants SAS Management Stores, Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc.

11. “Effective Date” means the later of: (a) the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (b) if a timely appeal is initiated, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Gross Settlement Amount” means the Gross Settlement Amount of Three Hundred Seventy Five Thousand Dollars (\$375,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

16. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

17. “PAGA Members” means 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: (a) the date of Preliminary Approval, or (b) December 9, 2023. Defendants estimate that there are

approximately [REDACTED] PAGA Members.

18. “PAGA Period” means the period from October 10, 2020 through the earlier of: (a) the date of Preliminary Approval, or (b) December 9, 2023.

19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Twenty-Five Thousand Dollars (\$25,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and the remaining Twenty-Five Percent (25%), or Six Thousand Two Hundred Fifty Dollars (\$6,250) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiff and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiff” means Plaintiff Cida Beng.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means 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

1 deposit and discount of wages; (i) unlawful deductions from wages; (j) secret payment of lower wages;
2 (k) failure to provide suitable seating; (l) failure to reimburse business expenses; (l) failure to provide
3 notice of material terms of employment; (m) failure to provide sick day balances; (n) unfair business
4 practices that could have been premised on the claims, causes of action or legal theories of relief
5 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
6 complaint; (o) any other claims or penalties under the wage and hour laws pleaded in the Action; and (p)
7 all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal
8 theories of relief (collectively, the “Released Class Claims”). The period of the Released Class Claims
9 shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as
10 that of the release of the Released Class Claims. Defendants shall be entitled to a release of the Released
11 Class Claims which occurred during the Class Period only during such time that the Class Member was
12 classified as non-exempt

13 25. “Released PAGA Claims” means all causes of action and factual or legal theories for
14 civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the
15 Released Parties (below) that (i) were alleged in the First Amended Complaint, or (ii) reasonably could
16 have been alleged based on the facts alleged in the First Amended Complaint, premised on the claims,
17 causes of action or legal theories described in the definition of “Released Class Claims” or any of the
18 claims, causes of action or legal theories of relief pleaded in the First Amended Complaint. The period of
19 the Released PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the
20 Judgment will be the same as that of the release of the Released PAGA Claims. Defendants shall be
21 entitled to a release of Released PAGA Claims which occurred during the PAGA Period only during
22 such time that the PAGA Member was classified as non-exempt.

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

28 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a

1 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
2 name, address, telephone number and last four digits of the Social Security Number of the Class
3 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
4 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
5 and (e) be faxed or postmarked on or before the Response Deadline.

6 28. "Response Deadline" means the deadline by which Class Members must postmark or
7 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
8 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
9 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
10 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
11 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
12 the U.S. Postal Service is open.

13 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
14 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
15 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
16 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
17 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
18 any such costs in excess of the amount represented by the Settlement Administrator as being the
19 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
20 estimated to be Twelve Thousand Eight Hundred Fifty Dollars (\$12,850).

21 30. "Settlement Administrator" means ILYM Group, Inc. or any other third-party class
22 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
23 administering this Settlement. The Parties each represent that they do not have any financial interest in
24 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
25 could create a conflict of interest.

26 31. "Workweeks" means the number of days of employment for each Class Member during
27 the Class Period, dividing by seven (7), and rounding up to the nearest whole number. All Class
28 Members will be credited with at least one Workweek during the Class Period, and all PAGA Members

will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

32. First Amended Complaint for Settlement Purposes. As a condition of settlement, Plaintiff will file a First Amended Complaint (“FAC”), in the form of Exhibit _____ to this Agreement,” to conform the pleadings with the scope of the Released Class Claims and Released PAGA Claims. Plaintiff will also serve an amended PAGA letter upon the LWDA, in the form of Exhibit ____ to this Agreement. Defendants will not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will be deemed withdrawn and the original Complaint will again become the operative complaint without prejudice to Plaintiff’s right to seek leave to file another amended complaint and without prejudice to Defendants’ rights to object and/or challenge an amended pleading. Defendants do not impliedly or expressly waive any arguments or defenses to the FAC.

33. Installment Funding of the Gross Settlement Amount. Defendants will deposit half of the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date Defendants will deposit the remaining half of the Gross Settlement Amount, and funds sufficient to pay all employer payroll taxes, within three hundred and sixty-five (365) calendar days after the first installment (“Full Funding Date”). After the Full Funding Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys’ Fees and Costs; and (e) Settlement Administration Costs.

34. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than One Hundred Twenty Five Thousand Dollars (\$125,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), as supported by declaration, both of which will be paid from the Gross Settlement Amount. The award of attorneys’ fees

will be divided as follows: (a) 30% to Capstone Law APC; and (b) 70% to Bradley/Grombacher, LLP. Even in the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiff's Counsel shall not have the right to revoke Settlement, and it will remain binding.

35. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars (\$7,500), to Plaintiff, to be deducted from the Gross Settlement Amount. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Twelve Thousand Eight Hundred Fifty Dollars (\$12,850). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting and tax withholding on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Twenty-Five Thousand Dollars (\$25,000) from the Gross Settlement Amount will be allocated for the settlement of the Released PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), of this sum will be paid to the LWDA and the remaining Twenty-Five Percent (25%), or Six Thousand Two Hundred Fifty Dollars (\$6,250), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private

1 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
2 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
3 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
4 Member has the right to object to the PAGA Settlement Amount.

5 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
6 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

7 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
8 portion of the PAGA Fund will revert to or be retained by Defendants.

9 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
10 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
11 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
12 Individual Settlement Payments will be made as follows:

13 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total
14 number of Workweeks worked by each Class Member during the Class
15 Period and the aggregate total number of Workweeks worked by all Class
16 Members during the Class Period. To determine each Class Member's
17 estimated "Individual Settlement Payment" from the Net Settlement Fund,
18 the Settlement Administrator will use the following formula: The Net
19 Settlement Fund will be divided by the aggregate total number of
20 Workweeks, resulting in the "Workweek Value." Each Class Member's
21 "Individual Settlement Payment" will be calculated by multiplying each
22 individual Class Member's total number of Workweeks by the Workweek
23 Value. The Individual Settlement Payment will be reduced by any required
24 deductions for each Participating Class Member as specifically set forth
25 herein, including employee-side tax withholdings or deductions. The entire
26 Net Settlement Fund will be disbursed to all Class Members who do not
27 submit timely and valid Requests for Exclusion. If there are any valid and
28 timely Requests for Exclusion, the Settlement Administrator shall

1 proportionately increase the Individual Settlement Payment for each
2 Participating Class Member according to the number of Workweeks
3 worked, so that the amount actually distributed to the Settlement Class
4 equals 100% of the Net Settlement Fund.

5 41(b) Payments from the PAGA Fund. Defendants will calculate the total number
6 of Workweeks worked by each PAGA Member during the PAGA Period
7 and the aggregate total number of Workweeks worked by all PAGA
8 Members during the PAGA Period. To determine each PAGA Member's
9 estimated "Individual Settlement Payment," the Settlement Administrator
10 will use the following formula: The PAGA Fund will be divided by the
11 aggregate total number of Workweeks, resulting in the "PAGA Workweek
12 Value." Each PAGA Member's "Individual Settlement Payment" will be
13 calculated by multiplying each individual PAGA Member's total number of
14 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
15 be disbursed to all PAGA Members.

16 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
17 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
18 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
19 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
20 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
21 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
22 or amounts to which any Class Members may be entitled under any benefit plans.

23 43. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
27 Defendants will provide the Class List to the Settlement Administrator.

28 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class

List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

47. Class Notices. All Class Members will be mailed a Class Notice in the form of Exhibit ____ to this Agreement. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

48. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the

1 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
2 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
3 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
4 and will be decided within ten (10) business days after the Response Deadline.

5 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
6 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
7 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
8 receiving the defective submission to advise the Class Member that his or her submission is defective
9 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
10 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
11 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
12 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

13 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
14 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
15 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
16 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
17 for Exclusion has been timely submitted.

18 51. Escalator. Defendants have represented that the Class Members have worked Twenty-
19 Eight Thousand Nine Hundred Eighty (28,980) Workweeks (measured by counting all weeks between
20 the Class Members' hire and termination dates) between January 1, 2018 and April 10, 2023 (the
21 "Reference Period"). If there is a more than a Ten Percent (10%) increase in the number of weeks
22 worked by the Class Members during the Reference Period (more than 31,878 Workweeks), it will
23 trigger an escalator provision where the Gross Settlement Amount shall increase by 1% for every 1%
24 increase in Workweeks over the 10% threshold.

25 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
26 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the

1 Settlement.

2 53. Releases by Participating Class Members. Upon the Full Funding Date, and except as to
3 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
4 together and individually, on their behalf and on behalf of their respective heirs, executors,
5 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
6 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

7 54. Releases by PAGA Members. Upon the Full Funding Date, and except as to such rights
8 or claims as may be created by this Settlement Agreement, each PAGA Member, together and
9 individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and
10 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
11 each of the Released PAGA Claims during the PAGA Period.

12 55. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
13 void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or
14 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in
15 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to
16 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
17 incurred to the date of rescission.

18 56. Objection Procedures. To object to the Settlement Agreement, a Class Member may
19 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
20 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
21 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
22 deemed to have waived all objections to the Settlement and will be foreclosed from making any
23 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
24 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
25 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
26 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
27 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
28 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the

1 Class Member shall not participate in or be bound by the Settlement.

2 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
3 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
4 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
5 the Settlement, and whether any Class Member has submitted a challenge to any information contained
6 in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties
7 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

8 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
9 of the Full Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
10 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and
11 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
12 services performed in connection with the Settlement.

13 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
14 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
15 more than one hundred and eighty (180) calendar days after issuance will be tendered to Unclaimed
16 Property Fund maintained by the California State Controller's Office for the benefit of those
17 Participating Class Members and PAGA Members who did not cash their checks until such time that
18 they claim their property. The Parties agree that this disposition results in no "unpaid residue" under
19 California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Class
20 Members, regardless whether they deposit their checks. Therefore, Defendants will not be required to
21 pay any interest on said amounts.

22 60. Certification of Completion. Upon completion of administration of the Settlement, the
23 Settlement Administrator will provide a written declaration under oath to certify such completion to the
24 Court and counsel for all Parties.

25 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
26 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
27 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be
28 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.

62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, withholdings, and penalties to the appropriate government authorities.

63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Recipients of payments pursuant to this Settlement are exclusively responsible for all tax obligations.

64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
3 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
4 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action or right herein released and discharged.

12 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
13 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
14 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
15 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning.

17 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
18 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
19 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
20 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
21 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as
22 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
23 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
24 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
25 all documents necessary to obtain preliminary approval. Class Counsel will provide the proposed motion
26 for preliminary approval and proposed order to be filed with the court to Defendants' counsel for review
27 and approval no less than one week prior to the deadline for filing the motion.

28 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
2 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
3 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
4 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
5 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
6 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
7 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will
8 provide the proposed motion for final approval and proposed order to be filed with the court to
9 Defendants' counsel for review and approval no less than one week prior to the deadline for filing the
10 motion. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be
11 heard at the final approval hearing.

12 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
13 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
14 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
15 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
16 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
17 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
18 Administrator's website.

19 70. Release by Plaintiff. Upon the Full Funding Date, in addition to the claims being
20 released by all Participating Class Members, Plaintiff will release and forever discharge the Released
21 Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown,
22 asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of
23 execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section
24 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff
25 expressly waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of
26 the California Civil Code or similar provisions of applicable law which are as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
4 OR RELEASED PARTY.

5 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
6 she know knows or believes to exist, but she expressly agrees to fully and finally settle and release any
7 and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist
8 or may exist on her behalf against any of the Released Parties at the time of the execution of this
9 Settlement Agreement, including, but not limited to, any and all claims relating to or arising from
10 Plaintiff's employment with Defendants. The Parties further acknowledge, understand and agree that
11 this representation and commitment is essential to the Settlement Agreement and that this Settlement
12 Agreement would not have been entered into were it not for this representation and commitment.

13 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
14 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
15 set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

16 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
17 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
18 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
19 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement
20 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
21 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
22 contradict the terms of this Settlement Agreement.

23 73. Amendment or Modification. No amendment, change, or modification to this
24 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel,
25 and approved by the Court.

26 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
3 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
4 unable to reach agreement on the form or content of any document needed to implement the
5 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
6 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

7 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
10 will be governed by and interpreted according to the laws of the State of California.

11 77. Execution and Counterparts. This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
14 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
15 instrument.

16 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at
18 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement.

22 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
27 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
28 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,

1 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

2 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
3 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
4 approved, the stipulation to certification will be void and class certification will be revoked without
5 prejudice to either party's right to argue whether class certification is proper. The Parties further agree
6 that certification for purposes of the Settlement is not an admission that class action certification is
7 proper under the standards applied to contested certification motions and that this Settlement
8 Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class
9 action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than
10 according to the Settlement's terms.

11 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
13 In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
15 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
16 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
17 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
18 provisions, nor any of the negotiations connected with it, will be construed as an admission or
19 concession by Defendants of any such violations or failures to comply with any applicable law. Except
20 as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its
21 terms and provisions will not be offered or received as evidence in any action or proceeding to
22 establish any liability or admission on the part of Defendants or to establish the existence of any
23 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
24 law.

25 83. No Public Comment: Plaintiff and Class Counsel agree not to disclose or publicize the
26 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying
27 the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential
28 Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the

1 avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases,
2 communicate with, or respond to any media or publication entities, publish information in manner or
3 form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
4 video, recording or any other medium, with any person or entity concerning the Settlement, including
5 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except
6 as shall be contractually required to effectuate the terms of the Settlement. However, for the limited
7 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, or to seek
8 approval of comparable wage and hour settlements, Class Counsel may disclose information about the
9 Action and Settlement available in the public record.

10 84. Waiver. No waiver of any condition or covenant contained in this Settlement
11 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
12 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
13 or remedy.

14 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of this
16 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties
17 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
18 including expert witness fees incurred in connection with any enforcement actions.

19 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
21 construed more strictly against one party than another merely by virtue of the fact that it may have
22 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
23 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
24 Agreement.

25 87. Representation By Counsel. The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
27 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
28

Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

88. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

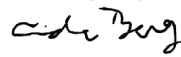
90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

91. Plaintiff Less Than 40 Years Old. Plaintiff represents and warrants that, at the time she last worked for Defendants, she was younger than 40 years old. Plaintiff understands and agrees that this representation and warranty is a material term of this Settlement Agreement and that, had she not provided this representation and commitment, Defendant would have required other terms to ensure a valid release of any claim for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. as amended by the Older Workers Benefit Protection Act.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

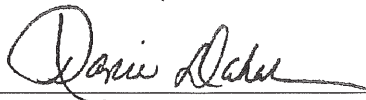
Dated: 10/11/2024

DocuSigned by:

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Cida Beng

DEFENDANTS SAS MANAGEMENT
STORES, INC., SAS C-STORES, INC., AND
S&S PETROLEUM, INC.

Dated: 10/2/24

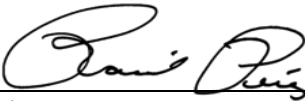

Please Print Name of Authorized Signatory
Rania Dahabreh

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: October 11, 2024

By: 
Raul Perez
Attorneys for Plaintiff Cida Beng

BRADLEY/GROMBACHER, LLP

Dated: _____

By: _____
Marcus Bradley
Attorneys for Plaintiff Cida Beng
OGLETREE DEAKINS

Dated: _____

By: _____
Christopher W. Decker
Attorneys for Defendants SAS Management Stores,
Inc., SAS C-Stores, Inc., and S&S Petroleum, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Cida Beng

BRADLEY/GROMBACHER, LLP

Dated: 10/14/2024

By:  _____

Marcus Bradley
Attorneys for Plaintiff Cida Beng

OGLETREE DEAKINS

Dated: October 2, 2024

By:  _____

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