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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. Kenneth R. Freeman, Dept.14)

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

*(Filed concurrently with Notice of Motion and  
Motion, Declarations of Marcus J. Bradley, Raul  
Perez, Plaintiff Cida Beng, Lisa Mullins of ILYM  
Group[Proposed Administrator] and [Proposed]  
Order)*

**DATE: May 20, 2025**

**TIME: 10:00 a.m.**

**DEPT.: 14**

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. A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and release (“Settlement Agreement”) is attached to this Declaration as **Exhibit 1**. The proposed class notice, subject to court approval and formatting by the Settlement Administrator, is attached as an Exhibit to the Settlement Agreement.

4. I am not aware of any other class, representative or collective actions in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of the class or group of individuals who would also be members of the class defined in this action.

5. This case alleged that the Defendants knew, or had reason to know, that its employees work off the clock and through meal and rest breaks. With respect to the off-the-clock claims, this case alleged that Defendants required their employees to work off the clock due to Covid-19 screenings and further required them to show up thirty minutes early, but they were not permitted to clock in upon arrival. The case further alleged that employees did not receive meal and rest periods that were truly off-duty, or within the time intervals required by California law. Plaintiff brought claims under the California Labor Code and the California Industrial Welfare Commission wage orders for failure to pay wages for all hours worked, non-compliant meal and rest periods, failure to reimburse necessary business expenses, and for statutory penalties for inaccurate wage statements and the failure to timely pay all wages due at termination of

1 employment. *See* Second Amended Class Action Complaint. Plaintiff also asserted a claim under  
2 the Private Attorney General Act of 2004 (“PAGA”), California Labor Code section 2699 *et seq.*,  
3 and the Business and Professions Code sections 17200 *et seq.*, based on the same allegations. The  
4 class claims were based on complaints we received from the named Plaintiff, Cida Beng . After  
5 conducting our initial investigation, we were confident about the merits of the case and that class-  
6 wide evidence would support the “pattern and practice” claims.

7 6. On October 8, 2021, Plaintiff submitted a Private Attorneys General Act (“PAGA”)   
8 Notice to the Labor and Workforce Development Agency, alleging violations of the California  
9 Labor Code and the Industrial Welfare Commission Wage Order.

10 7. On December 14, 2021, Ms. Beng filed this case in the Superior Court of California,  
11 County of Los Angeles.

12 8. On June 8, 2023, Plaintiff served an initial set of requests for production of  
13 documents and targeted interrogatories concerning Defendants’ corporate policies and procedures,  
14 organizational structure, and records of hours worked and compensation data.

15 9. After meeting and conferring with Defendants, Plaintiff filed her First Amended  
16 Complaint on October 15, 2024 alleging the following causes of action: (1) failure to pay overtime  
17 wages; (2) failure to pay all wages and minimum wages; (3) meal break violations; (4) rest break  
18 violations; (5) failure to furnish accurate wage statements; (6) failure to timely pay wages during  
19 employment; (7) waiting time violations; (8) unlawful direct deposits and discount of wages; (9)  
20 unlawful deductions; (10) secret payment of lower wages; (11) failure to provide suitable seating;  
21 (12) failure to reimburse business expenses; (13) failure to provide notice of material terms of  
22 employment; (14) failure to provide sick day balances; (15) failure to preserve payroll records; (16)  
23 violations of California Business & Professions Code §§ 17200, *et seq.*; and (17) civil penalties  
24 under the Private Attorneys General Act (PAGA).

25 10. Shortly after Plaintiff served her initial discovery, the Parties met and conferred and  
26 agreed to hold formal discovery in abeyance so that the Parties could participate in early  
27 mediation, with data and information to be exchanged informally in advance of the mediation.

28 11. After meeting and conferring, the parties scheduled a mediation before Judge

Howard Broadman (Ret.), a well-respected mediator experienced in wage and hour cases.

12. To prepare for the mediation, Plaintiff requested, and Defendants provided, timekeeping and compensation figures and data and documents reflecting Defendants' wage and hour policies that assisted us in assessing the value of Plaintiff's claims and estimating damages. We also prepared a detailed mediation statement, which included excerpts from declarations from putative class members, and citations to documentary evidence.

13. On May 25, 2023, the parties engaged in mediation. The mediator, Judge Broadman, explored and challenged the Parties and Counsel on many issues. At the close of the mediation, Plaintiff and Defendants agreed on the principal terms of a settlement, which was reached after arms' length negotiations.

14. On July 23, 2023, the Parties agreed to all of the key terms of the settlement and executed a memorandum of understanding.

15. Thereafter the Parties began preparing the long-form settlement agreement, which was fully executed in October 2024 and is presented with this motion.

## II. EXPERIENCE OF COUNSEL

### **Bradley/Grombacher, LLP**

16. Bradley/Grombacher LLP is a national law firm with extensive experience litigating wage and hour class and representative actions, as well as complex consumer class actions. Details on the work, experience and accomplishments of the firm can be found at [www.bradleygrombacher.com](http://www.bradleygrombacher.com). In just the past few months, two federal district courts have commented on excellent results obtained by Bradley/Grombacher LLP, attributable to our skilled advocacy and determination. *See, In re Johnson & Johnson Aerosol Sunscreen Mktg., Sales Pracs. & Prod. Liab. Litig.*, (S.D. Fla. Feb. 28, 2023) 2023 WL 2284684, at \*9 ("The Court has observed class counsel's diligence, ability, and experience in pleadings and motion practice; in their presentation of the settlement to this Court; and in their attention to matters of notice and administration after the announcement of the settlement. The excellent job Class Counsel have done for the class is also demonstrated in the benefits afforded by the Settlement."); *Razo v. AT&T Mobility Servs., LLC*, (E.D. Cal. Apr. 26, 2023) 2023 WL 3093845, at \*24, \*26 (commenting on

1 the skill class counsel displayed faced with complex issues and significant uncertainty as to the  
2 viability of the claims throughout much of the case).

3 **Experience of Marcus J. Bradley Esq.**

4 17. I have been Counsel for Plaintiff and the proposed class throughout this case. I  
5 personally have represented plaintiffs in consumer and employment class actions since I began  
6 practicing law in 1994. In 2000, I joined Mazursky, Schwartz & Angelo as an associate and  
7 became a partner in January 2005 at which time the firm was renamed Schwartz, Daniels &  
8 Bradley. I remained as a partner handling primarily wage and hour class actions until the  
9 dissolution of the firm effective December 31, 2008. In January 2009, I moved my existing practice  
10 transferring a number of wage and hour cases to become a partner with the law firm of Marlin &  
11 Saltzman, a long-established firm with whom I had been co-counsel on dozens of wage and hour  
12 class actions during my tenure at Schwartz, Daniels & Bradley. On September 1, 2016, I formed  
13 Bradley/Grombacher LLP along with a former associate at Marlin & Saltzman, Kiley Grombacher.

14 18. I have been responsible for all facets of class action employment and other complex  
15 litigation, from pre-filing investigation through trial and appeal. Since approximately May 2000, I  
16 have spent most of my time representing workers in wage and hour matters. I, along with my  
17 current and former partners, have litigated these issues in class actions to favorable settlements that  
18 have recouped over \$800,000,000.00 in unpaid wages, including the following more notable cases:

- 19 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class  
20 action mis-classification case seeking overtime compensation for approximately  
21 2,600 insurance claims adjusters employed by State Farm. The class was certified,  
22 and summary adjudication was granted as to liability in favor of the class. The case  
23 settled for \$135 million just prior to trial, with final approval granted with no  
24 objections filed.
- 25 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).  
26 Class action mis-classification case seeking overtime compensation for  
27 approximately 1,200 insurance claims adjusters employed by Allstate. The class was  
28 certified, and summary adjudication was granted as to liability in favor of the class.

1 The case settled for \$120 million just prior to trial, with final approval granted with  
2 no objections filed.

3 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).

4 Class action mis-classification case seeking overtime compensation for insurance  
5 claims adjusters employed by Coast National Insurance. Certification granted, and  
6 then the matter was tried before a binding arbitrator. The case settled during the  
7 arbitration for an excess of \$18 million.

8 d. *CNA Class Action Litigation*, Los Angeles Superior Court (JCCP 4230). Class

9 action mis-classification case seeking overtime compensation for insurance claims  
10 adjusters employed by Defendants. The case settled for \$33 million, with final  
11 approval granted with no objections filed.

12 e. *Dotson v. Royal SunAlliance*, Orange County Superior Court (02CC01787). Class

13 action mis-classification case seeking overtime compensation for insurance claims  
14 adjusters employed by Royal SunAlliance. The case settled for \$12.3 million, with  
15 final approval granted with no objections filed.

16 f. *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court

17 (BC260702). Class action seeking payment of "off-the-clock" hours worked by all  
18 hourly employees of Lowe's Home Improvement stores in the State of California.  
19 The class was certified by the Court of Appeal and remanded to the trial court for  
20 further proceedings. Shortly thereafter, a \$29.5 million settlement was reached and  
21 approved without objection.

22 g. *Pardo v. Toyota Motor Sales, et al.*, Los Angeles County Superior Court

23 (BC372781). Class action mis-classification of workers with claims for overtime  
24 and missed meal and rest breaks. The case settled for \$7.75 million and was  
25 approved with no objections.

26 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern

27 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action  
28 seeking unpaid vacation and personal time, unpaid wages, and related penalties on

1           behalf of over 245,000 employees. The action was certified and settled for \$86  
2           million while Defendants' appeal of the certification was pending in the Ninth  
3           Circuit Court of Appeals.

4           i. *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour  
5           class action seeking overtime and related compensation for mis-classification on  
6           behalf of Relationship and Account Specialists. The case settled for \$10.5 million  
7           which was approved with no objections filed.

8           j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL  
9           2138, United States District Court for the District of Kansas. California state and  
10          FLSA wage and hour litigation for various violations including unpaid overtime and  
11          “off-the-clock” work. Settled for \$73 million.

12          k. *Lemus v. H & R Block Litigation*, United States District Court for the Northern  
13          District of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement  
14          reached prior to trial. Total settlement of \$35 million.

15          l. *Harris v. Vector Marketing Corporation*, United States District Court for the  
16          Northern District of California (Case No. 3:08-cv-05198-EMC). Class action case  
17          on behalf of approximately 70,000 employees misclassified as “trainees.”

18          m. *Bickley v. Schneider National Trucking*, United States District Court for the  
19          Northern District of California (Case No. 4:08-cv-05806-JSW). Wage and hour  
20          class action on behalf of approximately 6,000 truck drivers. Settled for  
21          \$29.5million.

22          n. *Roberts v. TJX*, United States District Court for the Northern District of California  
23          (Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of  
24          approximately 82,000 employees. Settled for \$8.5 million.

25          o. *Oprychal v. New York Life Insurance*, United States District Court for the Central  
26          District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to  
27          pay commissions pursuant to a compensation plan. Settled for \$10 million.

28          p. *Neuvenheim v. GameStop Corp.*, United States District Court for the Central District

1 of California (Case No. 2:09-cv-06799-ODW). Class action on behalf of nonexempt  
2 employees for wage and hour violations.

3 q. *Hightower v. JP Morgan Chase*, United States District Court for the Central District  
4 of California (Case No. 2:11-cv-01802-PSG). Class action on behalf of nonexempt  
5 employees for wage and hour violations. Settled for \$12 million.

6 19. On many of the above cases, I was either lead or co-lead counsel including cases in  
7 multi-district litigation or coordinated proceedings where I worked collaboratively and  
8 cooperatively with co-counsel to bring about an efficient and beneficial resolution for all class  
9 members, as the above results demonstrate.

10 20. I have argued cases in trial courts as well as before courts of appeal. My writings on  
11 legal topics pertaining to litigating wage and hour class and representative actions have appeared in  
12 professional publications and I have been called upon to speak at conferences and seminars for  
13 professional organizations, including a recent presentation titled “Planning for and Executing Trial  
14 in Class and Collective Wage & Hour Cases.”

15 21. I have also been honored as a Super Lawyer in the area of class actions by Los  
16 Angeles Magazine for multiple years including 2025. I am a member of a number of professional  
17 organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of  
18 California, the California Employment Lawyers Association, and the American Association for  
19 Justice.

20 22. My partner, Ms. Grombacher, specializes her practice in complex litigation  
21 including consumer and employment class actions. She has litigated hundreds of employment and  
22 consumer class actions throughout her career.

23 23. Ms. Grombacher has been a member of the State Bar of California since 2006. Her  
24 involvement in various forms of class action litigation spans more than a decade during which time  
25 she has litigated hundreds of class actions.

26 24. Ms. Grombacher began her legal career at Arias, Ozzello & Gignac where she  
27 specialized in litigating consumer cases. Thereafter, Ms. Grombacher joined Marlin & Saltzman in  
28 2010 where she focused her practice almost exclusively on wage and hour, collective and

1 representative actions including the reported case, *Faulkinbury v. Boyd & Associates*, which  
2 clarified the holding in seminal case, *Brinker Restaurant Corp. v. Superior Court*, to establish that  
3 legality of certain company policies could be determined on a class-wide basis even if the  
4 application of the policies varies by individual.

5 25. Ms. Grombacher has been selected by Super Lawyers Magazine as a “Rising Star”  
6 in the field of complex litigation since 2015 and as a Super Lawyer since 2017. She has published  
7 articles on the field of class action litigation including “A Class-Action Primer” which appeared in  
8 The Advocate, which is the Journal of Consumer Attorneys of Southern California.

9 26. Ms. Grombacher has also lectured on various topics involving complex case  
10 management. She is also a member of a number of professional organizations, including the  
11 Consumer Attorneys of Los Angeles and the American Association for Justice.

### 12 **III. VALUE AND TERMS OF THE SETTLEMENT**

#### 13 **A. Gross and Net Settlement Amount**

14 27. Defendants has identified approximately 525 current and former employees who are  
15 eligible to participate in this settlement.

16 28. The Settlement Class consists of all individuals who have worked for Defendants in  
17 California as non-exempt employees at any time from June 17, 2017 to December 9, 2023 (the  
18 “Class Period”).

19 29. The proposed settlement is for a non-reversionary gross settlement fund of  
20 \$375,000. We estimate that the amount that will be made available for payments to class members  
21 will be approximately \$193,800 after the following amounts are subtracted: (1) the fees and costs  
22 of the third party administrator charged with administering the settlement (estimated at \$9,950); (2)  
23 the LWDA payment of \$25,000 with \$18,750 (75% of the \$25,000 PAGA Payment) to be paid to  
24 the LWDA and the remainder to be distributed to the aggrieved employees; (3) any service award  
25 approved by the Court for Ms. Beng (up to maximum of \$7,500); and (5) any attorneys’ fees and  
26 costs approved by the Court (Plaintiff will seek the 33.3% of the gross settlement amount for fees  
27 (\$125,000) and up to \$20,000 actual in costs).

28 30. We estimate that the average net recovery per class member, if all 525 class

1 members participate, will be approximately \$370. However, each Class Member's award will be  
2 proportionally greater or smaller than the average depending upon the Class Member's number of  
3 weeks worked during the class period, as set forth in the Settlement Agreement and described in  
4 the Class Notice. We believe this is an objective, reasonable measure because the value of an  
5 individual's claim will tend to increase proportionally with his or her length of service (e.g., a class  
6 member who works twice as long will tend to have twice as many missed meal and rest periods,  
7 etc.).

8 31. In our experience in similar class action settlements, this kind of formula is  
9 reasonable to administer. It also is objective and easier to explain to class members than more  
10 complicated formulas. The workweeks to input into the formula for each class member will come  
11 directly from Defendants' records.

12 **B. Class Members Will Be Notified of Their Estimated Award and Have the**  
13 **Ability to Challenge Defendants' Workweek Data**

14 32. The proposed Class Notice is tailored to provide each Settlement Class Member  
15 with his or her own approximate workweeks, as well as an estimate of the amount of the settlement  
16 payment that he or she will receive if the settlement is approved. This serves two purposes. First,  
17 it provides each Class Member with the opportunity to know his or her approximate monetary  
18 settlement share before deciding whether to object to or request exclusion from the settlement.  
19 Second, the Settlement Agreement and Class Notice also provide Class Members a mechanism to  
20 challenge Defendants' records as to their workweeks if they do not believe them to be accurate.

21 **C. Narrow Release**

22 33. Class Members who do not opt out of the settlement will have a narrow release that  
23 is limited to just those claims that were actually pled or could have been pled based on the alleged  
24 facts and/or legal theories in the FAC. The Released PAGA Claims with respect to the PAGA  
25 Group are binding on the PAGA Group regardless of a valid Opt Out from the Class.

26 **D. No Reversion to Defendants**

27 34. Another significant provision of the settlement is that there will be no reversion of any of  
28 the \$375,000.00 Gross Settlement fund to Defendants. Funds represented by Individual Settlement

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

9 **E. PAGA Allocation**

10 35. The FAC also alleged claims under California's Private Attorneys General Act  
11 (PAGA), California Labor Code section 2699 *et seq.* Under the PAGA, private individuals step into  
12 the shoes of the Labor Commissioner to pursue claims for civil penalties, with 75% of the penalties  
13 paid to the LWDA and another 25% to be paid to the aggrieved employees. Here, the parties have  
14 allocated \$25,000.00 for the PAGA claims, with 75% of it earmarked for the LWDA. (The  
15 allocation is explained below.)

16 36. Pursuant to California *Labor Code* § 2699(1)(2), a copy of the Settlement  
17 Agreement was uploaded to the LWDA on October 14, 2024. Confirmation of the submission to  
18 LWDA is attached hereto as **Exhibit 2**.

19 **IV. CERTIFICATION OF SETTLEMENT CLASS**

20 37. The Parties have stipulated to provisional class certification for purposes of  
21 settlement only. Additionally, as discussed further in Plaintiff's motion, class certification under  
22 California Code of Civil Procedure § 382 is appropriate here.

23 **A. The Proposed Class Is Numerous and Ascertainable**

24 38. Defendants has identified approximately 525 employees who fit the class definition.  
25 The Settlement Class Members worked for Defendants as non-exempt or hourly paid employees in  
26 California at any time from June 19, 2017 to December 9, 2023.

27 39. As such, the Class is ascertainable based on Defendants' employment records and is  
28 numerous, therefore satisfying the numerosity requirements in California Code of Civil Procedure

1 § 382.

2 **B. The Central Issues that are Common to all Settlement Class Members**  
3 **Predominate Over Any Individual Issues**

4 40. Plaintiff's allegations present common legal and factual questions, such as, whether  
5 Defendants applied the same compensation, and meal and rest period policies and practices (or lack  
6 thereof) to all Class Members; whether this resulted in Labor Code violations; whether Defendants'  
7 conduct was intentional; and whether Class Members are entitled to damages and/or penalties.  
8 These questions can be resolved using Defendants' time and payroll records, corporate  
9 representative testimony, and written policies and practices.

10 **C. Plaintiff's Claims Are Typical of the Claims of the Settlement Class**

11 41. Ms. Beng satisfies the typicality requirement because he asserts the same types of  
12 injuries arising from the same conduct by Defendants as the absent Class Members. Ms. Beng  
13 performed the same kind of work and was subject to the same uniform policies and practices as the  
14 other members of the proposed Settlement Class. Ms. Beng seeks relief for these claims and  
15 derivative claims on behalf of all Class Members. Thus, her claims arise from the same  
16 employment practices and are based on the same legal theories as those applicable to the other  
17 Class Members.

18 **D. Plaintiff and Her Counsel Adequately Represent the Class**

19 42. As discussed above, Ms. Beng has retained and is represented by counsel with  
20 substantial experience in wage and hour class action litigation. Additionally, there is no evidence  
21 of antagonism between Ms. Beng's interests and those of the Class Members. Ms. Beng has  
22 litigated this case in good faith and her interests are aligned with those of the Settlement Class  
23 Members as they both share a common interest in challenging the legality of Defendants' policies  
24 and procedures.

25 43. Throughout this case, Ms. Beng has remained available to, and regularly did,  
26 consult with counsel. In addition, he reviewed documents and provided invaluable information  
27 regarding the workings of the Defendants' operations. Ms. Beng was also actively involved in  
28 discussions regarding the resolution of this matter and approved the settlement terms on behalf of

1 herself and the Class.

2 **V. NOTICE OF PROPOSED SETTLEMENT**

3 44. Class Members will be notified of the settlement by first class mail. The Parties  
4 have agreed to request that the Court appoint ILYM Group, Inc. (“ILYM”), as the Settlement  
5 Administrator. ILYM is a well-qualified Settlement Administrator, as demonstrated by the separate  
6 declaration being submitted by its representative, Lisa Mullins.

7 45. The Settlement Administrator will undertake its best efforts to ensure that the notice  
8 is sent to the most current mailing address of each Class Member. Defendants will provide the  
9 Settlement Administrator with a list of all Class Members and their most recently known mailing  
10 addresses. The notice will be provided to the Class Members by First Class U.S. Mail. The  
11 Settlement Administrator will conduct a national change of address search before the mailing, as  
12 well as skip tracing and re mailing for any notices or settlement checks returned as undeliverable.  
13 Additionally, ILYM will establish and maintain a webpage on their website dedicated to this  
14 settlement on which ILYM will post the Class Notice, a copy of the Settlement Agreement, the  
15 documents filed in connection with the preliminary and final approval motions, and the Court’s  
16 Orders relating to the settlement. As discussed in the Declaration of Lisa Mullins, ILYM is  
17 providing discounted administration services for the settlement in the amount of \$9,950.

18 46. The Class Notice will provide, among other things, a description of the case; the  
19 total settlement amount; the categories and amounts of deductions that will be made from the total  
20 settlement amount to get to the net settlement for distribution to the Settlement Class Members; the  
21 procedures for opting out of the settlement, objecting to the settlement, and disputing settlement  
22 calculations; an explanation of how an objecting Class Member may preserve his or her right to  
23 appeal a final approval order and judgment; an explanation of the class release for individuals who  
24 do not opt out; a statement of the amount of attorneys’ fees and costs and service award sought;  
25 and instructions on how to obtain copies of the Settlement Agreement and other related documents.

26 47. Each notice also will be individually tailored to provide the Class Member’s own  
27 workweeks, as well as a preliminary calculation of the approximate amount of money they will  
28 receive in the event all Settlement Class Members participate in the settlement. The proposed

1 Notice of Class Action and PAGA Settlement is attached as an exhibit to the Settlement Agreement  
2 which is attached as **Exhibit 1** to this declaration.

## 3 **VI. KULLAR ANALYSIS**

### 4 **A. Strengths Risks and Complexities of the Case**

5 48. In reaching the settlement, we considered Defendants' potential exposure in the  
6 event we could prevail on all claims and collect full damages, and then moderated this theoretical  
7 exposure against the risks and delays presented by the case, including risks of class certification,  
8 demonstrating class liability, proving damages, responding to appeals, the possibility that  
9 developments in the law could harm Plaintiff's position during the pendency of any appeals, as  
10 well as the consequences of further delay to Class Members.

11 49. While we remained confident in, and committed to, the merits of Plaintiff's case  
12 throughout the litigation and settlement process, we also were realistic regarding the risks at each  
13 stage going forward. First, the parties would have engaged in lengthy and complex motion  
14 practice. This would have included the risk of having class certification denied in whole or in part.  
15 Indeed, although Plaintiff strongly believes that she would prevail on her motion for class  
16 certification, denial of class certification remains a risk. Obtaining class certification of a pattern  
17 and practice claim—even when meritorious—is difficult without facially unlawful policies. *See,*  
18 *e.g., Civil Rights Education and Enforcement Center v. Hospitality Properties Trust*, (9th Cir.  
19 2017) 867 F.3d 1093, 1104 (citing *Nordstrom v. Ryan*, (9th Cir. 2014) 762 F.3d 903, 911).

20 50. If Plaintiff's off-the-clock or meal and rest period claims were not certified, all or  
21 many of those eligible to recover under this settlement would have lost significant compensation  
22 and may have been left with nothing at all. Plaintiff also faced the risk, post-certification, that he  
23 would not be able to prove class-wide liability on the merits. Further, assuming Plaintiff would  
24 prevail at summary judgment or trial on the issue of class liability, there still would be uncertainty  
25 in terms of the damages that would be proved and collected. Defendants also strongly disputed that  
26 Plaintiff could establish willfulness and the Parties had considerable disagreement about the  
27 amount of penalties Plaintiff could recover even in a best-case scenario for Plaintiff. Indeed, even  
28 if Plaintiff prevailed on some or all of her claims, the measure of damages presented further risk.

1           51.     Furthermore, one or more appeals would be certain given the nature of this case.  
2     Assuming we prevailed on class certification and liability, Defendants likely would appeal any  
3     number of determinations regarding class action status, liability, evidentiary rulings, and damages,  
4     causing potentially years of delay. Throughout it all, Defendants would maintain that it paid the  
5     Class Members sufficiently under California law.

6           52.     Based on our experience in this case and other wage and hour class actions, it is our  
7     judgment that litigating this case through trial and likely appeals would have required 1,000 or  
8     more hours of attorney and paralegal time (per side) and hundreds of thousands of dollars of out-  
9     of-pocket expenses. This additional investment of resources would likely have caused the parties  
10    to become more entrenched in their positions, making the case more difficult to settle at a later  
11    stage. These very practical considerations confirm our judgment, as experienced class action  
12    attorneys in cases such as this, that the proposed settlement provides fair value and an excellent  
13    result for the Class.

14          53.     In sum, the result after trial and appeals was highly uncertain, except for the fact  
15    that it would potentially mean years of delay. While it is possible that Plaintiff could have won  
16    more than the current settlement value, it is also possible he could have won less (in either current  
17    value or absolute terms), or nothing at all. In contrast, the total settlement amount of \$375,000 will  
18    result in definite, immediate and substantial recoveries for the individual Settlement Class  
19    Members and the class overall. The proposed Settlement, therefore, offers a guaranteed,  
20    significant value to the Settlement Class Members that fairly and reasonably accounts for the very  
21    real risks and delays of continued litigation, protracted discovery battles, motion practice, trial, and  
22    appeal, as explained further below.

23           **B.     Comparison of Settlement with Exposure Analysis**

24          54.     In our view, the Settlement represents a strong result for the Class. Even after the  
25    maximum attorneys' fees and costs that Plaintiff may seek under the Settlement Agreement, the  
26    service award permitted under the Settlement Agreement, the PAGA allocation, and the estimated  
27    costs of settlement administration, an estimated Net Settlement Amount of approximately \$193,800  
28    would be distributed to the approximately 525 members of the Settlement Class. This works out to

1 an average share of approximately \$370 per person. As I explained above, Class Members with  
2 longer tenures will receive larger shares in proportion with the number of weeks that they worked  
3 during the liability period. This will bring substantial relief to the Class.

4 55. Although there is uncertainty in projecting trial-ready damages before significant  
5 post-certification merits discovery has been conducted, the \$375,000 recovery still compares  
6 favorably with our estimates of Defendants' exposure.

7 56. According to the data produced by Defendants, Plaintiff concluded that there are  
8 approximately 252 Class Members; the average pay rate is \$16.01 per hour; and there were 28,900  
9 workweeks during the Class Period.

10 57. Based upon the analysis of Defendants' records, we estimated total damages,  
11 monetary penalties, interest and other relief that the Class would be awarded if successful at trial  
12 on all of their claims would be a maximum of approximately \$1,967,562, excluding PAGA  
13 penalties. This figure is based on Plaintiff's assessment of a best-case-scenario.

14 **1. Exposure for unpaid wages and overtime**

15 58. First, Plaintiff alleged that prior to almost every shift, employees were required to  
16 arrive early and spend 2-3 minutes off-the-clock counting cash in the register and after every shift  
17 until August 2020, spend an additional 20-30 minutes off-the-clock disposing of trash and cleaning  
18 restrooms. When this occurred, employees were unable to record this off-the-clock work because  
19 Defendant prohibited them from recording hours worked outside of their scheduled shifts.

20 59. Also, Defendant had a policy and/or practice of requiring employees to use their  
21 personal mobile phones to communicate with management at all times, including on days off.

22 60. Our expert calculated the total exposure based on Defendants' failure to pay all  
23 wages including overtime at approximately \$11,013. However, Plaintiff's overtime and minimum  
24 wage claims are dependent on the Court's finding that Defendants knew or should have known that  
25 employees were working off-the-clock, which is difficult to satisfy on a class-wide basis.  
26 Defendants argued that an individualized inquiry would be required here. In so doing, they argued  
27 that in the absence of a policy or practice requiring employees to work off the clock, the factfinder  
28 could only resolve unpaid wage claims by evaluating each individual's particular circumstances to

determine whether they actually worked off the clock and, if so, whether the respective Defendants had knowledge of such work, when it was performed and under what circumstances. Further, Defendants asserted that adjudication of these individual, fact-specific issues precludes class certification because “each member’s right to recover depends on facts peculiar to his case” and “every member of the alleged class would be required to litigate numerous and substantial questions determining his right to recover following the class judgment.” *City of San Jose v. Superior Court*, 12 Cal. 3d 447, 459 (1974).

61. In advance of mediation, Defendants furnished a sampling of electronic time and payroll records, as well as hundreds of pages of handwritten timecards demonstrating that employees accurately logged their hours and even testified as to their accuracy through signatures. Defendants further contend that they maintained compliant policies on issues relevant to this case, including overtime, timekeeping, and compensation. Moreover, Defendants asserted that their respective policies prohibited off-the-clock work and Plaintiff and the putative class were expected to accurately record all hours worked and report pay discrepancies. Accordingly, Plaintiff’s Counsel believed there was a 50% chance of success at class certification and success on the merits at trial, rendering the claim worth approximately \$5,500.

## **2. Exposure for unpaid meal and rest periods wages**

62. We estimated Defendants’ exposure for meal and rest period damages could be as high as \$1,897,072. Of course, this figure is based on Plaintiff’s assessment of a best-case-scenario. To have obtained such a result at trial, Plaintiff would have had to prove that all 525 Class Members worked 5 shifts per week and were denied at least 5 compliant meal period or rest period on fifty percent of the shifts, —all of which, as discussed below, Defendants strongly disputed.

63. Defendants raised multiple potential defenses against Plaintiff’s meal and rest break claims. For instance, Defendants argued their written meal and rest period policies are fully compliant and that it always provided Class Members with the opportunity to take their meal and rest breaks and thus met the requirements imposed by California law. Per Defendants, if an employee did not take a meal, if a meal period was taken late in a shift, or if an employee clocked back in after less than 30 minutes, it was in violation of company policy and a multitude of

individual inquiries would be necessary to determine if the potential violation occurred due to an employee's personal choice or for some other reason.

64. Additionally, regarding Plaintiff's rest period claim, Defendants further contended that, since it is not required to maintain a record of rest periods, any evidence of a failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal, rendering class certification inappropriate and a trial on this issue unmanageable. In light of Defendants' defenses, it is entirely possible a jury or the Court could decline to award any amounts for missed or non-compliant rest periods, which warranted a substantial compromise on the rest period claim.

65. In sum, these defenses, along with the substantial risk achieving certification of the meal and rest period claims (as discussed above) justified a substantial reduction on the meal period and rest period claims. *Id.* Thus, we reduced Defendants' outside exposure for meal and rest periods to a reasonable settlement value of \$170,730 which represents a 30% chance of success at certification and 30% chance of prevailing on the merits.

### **3. Exposure for Wage Statement Violations**

66. Plaintiff alleged derivative violations Labor Code Section 226 on the grounds that Defendants provided Class Members wage statements that did not accurately reflect all hours worked or all wages earned based on the failure to provide meal and rest periods or premium compensation in lieu thereof. Plaintiff's expert calculated Defendants' exposure for non-compliant wage statements at approximately \$443,800. Plaintiff would have likely been required to demonstrate overtime violations in each workweek to recover wage statement penalties on this scale. Plaintiff also would have been required to demonstrate that Defendants acted intentionally, which Defendants strongly disputed.

67. Defendants argued that Plaintiff could not succeed on her Labor Code section 226 claim unless he demonstrated that the failure to issue lawful wage statements was "knowing and intentional." Defendants argued that a "knowing and intentional" violation cannot be found where the employer presents a "good faith dispute" that it complied with its wage statement obligations. *See Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1337.

68. Defendants thus argued that their objectively reasonable good faith beliefs that they each provided compliant wage statements precluded the inference that any purported violation was knowing and intentional. In that regard, Defendants maintained that penalties are not appropriate because they had a good faith belief they provided employees with adequate wage statements. The California Supreme Court recently held that “an employer’s objectively reasonable, good faith belief that it has provided employees with adequate wage statements precludes an award of penalties under section 226.” *Naranjo v. Spectrum Services, Inc.*, S279397 (May 2024). In *Naranjo*, the Court explained that an employer that believes reasonably and in good faith, albeit mistakenly, that it provided complaint wage statements does not fail to comply with those requirements “knowingly and intentionally,” and thus is not liable for an award of penalties under section 226. Indeed, Plaintiff could not show that the putative Class members “suffer[ed] injury” as a result of any alleged violations. Defendants further argued that Plaintiff’s claims would fail, and, therefore, her derivative wage statement claim would also fail.

69. The most prominent risk, of course, is that Plaintiff could only succeed on these derivative claims for the putative class members if she could first achieve certification and then prove underlying violations of the meal and rest break premium asserted in the direct claims. These defenses collectively justified a substantial compromise on the wage statement claim of approximately 80% which brought the settlement value on this claim to \$88,760.

#### **4. Exposure for Waiting Time Penalties**

70. Plaintiff’s expert estimated Defendants’ exposure for waiting time penalties at \$1,234,794. Defendants maintain that this claim also fails because penalties are only triggered when “an employer willfully fails to pay . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.” Lab. Code § 203(a). An employer “willfully” fails to pay wages when it “intentionally fails to pay wages ... when those wages are due.” 8 Cal. Code Regs. § 13520. A good faith dispute that wages are due – meaning that the employer “presents a defense, based in law or fact which, if successful, would preclude any recover[y] on the part of the employee”—“preclude[s] imposition of

1 waiting time penalties.” Id.

2 71. Defendants further maintains that waiting time penalties are not appropriate because  
3 Plaintiff’s claims fail on the merits, and given their good-faith defenses, Plaintiff cannot show that  
4 any failure by Defendant to pay all final wages was willful. Defendants further argued that it paid all  
5 hours and believed it accurately paid all wages owed, such that no willful conduct occurred.  
6 Accordingly, Plaintiff discounted this claim by 50% for the risk of non-certification and by an  
7 additional 80% for risk of being unsuccessful on the merits, failing to establish willfulness, or that  
8 the Court would find a reasonable, good faith dispute over whether any wages are due precluding  
9 the imposition of waiting time penalties, for an estimated recovery of \$123,479.

10 **5. Exposure for providing suitable seating**

11 72. “The ‘nature of the work’ refers to an employee’s tasks performed at a given  
12 location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the  
13 entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks  
14 being performed at a given location reasonably permit sitting, and provision of a seat would not  
15 interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v.*  
16 *CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016).

17 73. However, Defendants asserted that the nature of the work performed by employees  
18 did not reasonably permit for the use of seats and that any provided seats in warehouse employees’  
19 work area would pose a safety hazard. Therefore, Plaintiff assigned a settlement value of \$10,000 to  
20 this claim.

21 **6. Exposure for unreimbursed business expenses**

22 74. In addition, Defendants expected employees to report to work wearing clean  
23 uniform shirts bearing the company logo. However, Defendants did not provide its employees with  
24 sufficient uniform items to wear for their shifts throughout the week. Because Defendants failed to  
25 provide employees with an adequate number of uniform items in relation to their scheduled shifts,  
26 employees were forced to wash their uniforms more frequently than they otherwise do laundry, and  
27 incur expenses in doing so. Given the nature of this claim a minimal amount of \$2,500 was  
28 assigned as a settlement value.

1                   **7. Exposure for Unlawful direct deposit and discount of wages**

2           75. Defendants had an agreement with a payroll service provider for the issuance of  
3 payroll debit cards to employees to discharge its wage payment obligations to its employees.  
4 Defendants' payroll debit card program was not voluntary or optional to employees. Employees  
5 also received their final wages on a payroll debit card without a choice of an alternative method,  
6 including a written check.

7           76. Moreover, under Defendants' payroll debit program, Defendants did not permit  
8 employees to withdraw their entire final wages in at least one transaction without incurring a fee.  
9 For example, Plaintiff utilized ATMs to try to withdraw her wages, but could not obtain the entire  
10 amount because ATMs only disburse cash in limited denominations. Additionally, she also  
11 encountered approximately \$1.75-\$2.50 in ATM fees each time she utilized an ATM to withdraw  
12 funds from her payroll debit card, which resulted in a discount in her pay.

13           77. Given the nature of the claim, a \$10,000 settlement value was assigned.

14                   **8. Exposure for PAGA Penalties**

15           78. Our calculation of Defendants' outside exposure for PAGA penalties was  
16 substantial. Theoretically, Plaintiff could have recovered as much as \$886,600 in PAGA penalties  
17 at trial. However, it is unlikely that Plaintiff would have recovered PAGA penalties this high. This  
18 is because, first, to have triggered such PAGA penalties, Plaintiff would have had to prevail on all  
19 of her underlying claims. Further, under such circumstances, the Court may well have determined  
20 that awarding full PAGA penalties would have been "unjust, arbitrary and oppressive, or  
21 confiscatory" under California Labor Code section 2699(e)(2) and reduced them accordingly.  
22 Moreover, Plaintiff's exposure figures for the PAGA penalties were calculated by applying the  
23 higher "subsequent" penalty rate for any violations that occurred after the first violation within the  
24 liability period. Defendants would have strongly challenged this approach by pointing to case law  
25 that the subsequent rate is not used until there is notice of a violation by a court or commissioner.  
26 *See, e.g., Jimenez v. Menzies Aviation, Inc.* (N.D. Cal. 2013) 2013 WL 1411228, at \*4; *Trang v.*  
27 *Turbine Engine Components Techs. Corp.* (C.D. Cal. Dec. 19, 2012) 2012 WL 6618854, at \*5. .

28           79. Plaintiff's expert therefore calculated Defendants' maximum PAGA exposure at

1 \$296,500.00 (2,965 pay periods \* \$100 per violation). However, these penalties are exclusively  
2 derivative of the underlying violations that Defendants vigorously dispute. Defendants asserted,  
3 regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but  
4 permissive and discretionary. Defendants also maintained they had a strong argument it would be  
5 unjust to award maximum PAGA penalties. Furthermore, Defendants argue that both as to  
6 certification and the merits. Plaintiff also recognizes that the Court has discretion to substantially  
7 reduce any award of PAGA penalties. Therefore, Plaintiff discounted the maximum figure by 50%  
8 for the risk of losing on the merits of all underlying claims and by 80% for the likely possibility  
9 that this Court would reduce the PAGA penalties awarded, to arrive at an estimated exposure of  
10 \$86,660.

11 **C. Summary**

12 80. In light of the foregoing, and based on my experience and judgment, the final  
13 settlement amount compares very favorably with Plaintiff's estimates of Defendants' exposure.

14 **D. The Risk, Expense, And Likely Duration of Further Litigation, As Well As the**  
15 **Risk of Maintaining Class Action Status Through Trial**

16 81. The next *Kullar* factors recognize that settlements also consider the risks and  
17 expenses posed by further litigation and, in the class-action context, the risk of non-certification.  
18 Consequently, it is proper that trial courts should keep these considerations in mind when judging  
19 the adequacy of class action settlements.

20 82. Plaintiff believes in the fairness of the Settlement that is based on factoring the  
21 uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action  
22 or theories alleged in their operative complaint, the possibility of losing at trial and possible  
23 appeals. While Plaintiff believes that she could prevail, Plaintiff would need to prove her and the  
24 certified Class are entitled to the full amount of penalties. As Defendants adamantly disputes that it  
25 should not be liable for the full extent of the penalties, and that the PAGA claims are not  
26 procedurally manageable, there is a possibility that Plaintiff and the Class would be awarded less or  
27 no penalties at trial.

28 83. Further litigation of this case posed real risks for a number of reasons. For instance,

1 there were the risks of unfavorable rulings on the merits of the various indeterminate legal issues  
2 outlined in the previous section. In that section, it was observed that almost every cause of action  
3 was subject to some unique indeterminacy of its own and that the derivative causes of action were  
4 subject to a double indeterminacy, both their own and those of the causes of action on which they  
5 were based on.

6 84. Next, the Parties disputed the effect of these and other issues on class certification  
7 and decertification. Class Counsel maintained there were several legal and factual questions at  
8 issue in this case that could best be decided on a class wide basis. Class Counsel contended the  
9 same policies and practices applied to all Class Members. In other words, there are common  
10 questions predominating over individual inquiries. Defendants disputed these contentions and  
11 insisted that the *Brinker* decision called into question the certifiability of cases such as this one.  
12 Defendants also argued its policies were compliant with the law, that it was never made aware that  
13 such alleged violations were occurring, and that the diversity of their job classifications made  
14 individual questions predominate. Plaintiff, in turn, disputed that the policies were lawful and  
15 argued the lawfulness of such policies would give rise to common questions amenable to  
16 certification. Therefore, the Parties had set positions on the propriety of certifiability and liability  
17 that did not admit of an easy resolution.

18 85. Finally, it is always preferable to reach a relatively early resolution of a dispute.  
19 This is because, in addition to what has already been said, such resolutions save time and money  
20 that would otherwise go to litigation. Most cases settle sooner or later. If this case ended up settling  
21 after further litigation, the settlement amount would have taken into account the additional costs  
22 incurred, and there might have been less available for Class Members after all was said and done.  
23 This is not just an abstract contention. The Parties were moving into the phase of litigation where  
24 they would have had to depose several people, such as managers, supervisors, and employees to  
25 establish liability for trial. Discovery disputes would have undoubtedly arisen. The Parties were  
26 also aware a class action and PAGA trial would be a complicated and expensive proceeding, and  
27 there was the likelihood of a long, drawn-out appeals process. A class action and PAGA trial would  
28 have required the retention of expensive expert witnesses, the accrual of extensive litigation costs,

1 and the Parties would have had to spend a substantial amount of time. Given the complexity and  
2 unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy  
3 and costly appeal. Finally, an appeal would result in further delay for the Class Members who have  
4 already waited years for resolution in this matter. In contrast, the Settlement provides real benefits  
5 for Class Members in the immediate future. The benefits are not insignificant for anyone,  
6 especially given the current economic climate. The risk and expense of further litigation largely  
7 outweighed any benefit that might have been gained otherwise.

8 **E. Conclusion of The Kullar Analysis**

9 86. The foregoing discussion establishes the fairness of the class-action settlement in  
10 the instant case. It has done this by analyzing the Settlement in light of the appellate decisions in  
11 *Clark* and *Kullar*. This analysis has concluded the Settlement is fair, reasonable, and adequate.  
12 Class Counsel conducted a thorough investigation of the subject wage-and-hour practices and  
13 engaged in non-collusive, arm's-length negotiations to reach a settlement. Defendants have agreed  
14 to pay fair value to settle Plaintiff's claims given the existence of legal uncertainty. From Class  
15 Counsel's substantial experience in wage-and-hour class action lawsuits Class Counsel believe this  
16 case could not have settled on better terms under the circumstances. A request is made the  
17 Settlement be granted preliminary approval so that those persons whom it was intended to benefit  
18 shall be afforded the opportunity to determine its adequacy for themselves.

19 87. As another point of comparison, the class-wide recovery here also compares very  
20 favorably with settlement amounts in several other wage-and-hour class action settlements. *See*,  
21 *e.g.*, *Osegueda v. N. California Inalliance* (E.D.Cal., Jan. 15, 2020, No. 18-cv-00835 WBS EFB)  
22 2020 WL 230201, at \*6; (preliminary approval of a wage and hour class action settlement with an  
23 approximate recovery of \$328.06 per class member); *Bolton v. U.S. Nursing Corp.* (N.D.Cal., Oct.  
24 18, 2013, No. C 12-4466 LB) 2013 WL 5700403, at \*2 (finally approving class action settlement  
25 of California state law wage and hour class action, with approximate per-person recovery of \$595);  
26 *Garnett v. ADT, LLC* (E.D. Cal. June 28, 2016) 2016 U.S. Dist. LEXIS 84006, at \*9 (approving a  
27 class action settlement in an employment case of approximately \$1.6 million to be distributed  
28 among a class of 831 people); *Saldivar v. Priority One Med. Transp., Inc.* (C.D.Cal., Mar. 22,

2011, No. CV 09–04789 MMM (Ex)) 2011 WL 13213889, at \*7 (finally approving class action settlement of wage and hour class claims for approximate per-person recovery of \$530).

## **VII. PROPOSED SERVICE AWARD**

88. Plaintiff Cida Beng devoted her time and provided an invaluable service to the prosecution of this case. Ms. Beng has devoted substantial time and effort to this case by searching for and producing relevant documents, meeting and communicating with and assisting her attorneys in prosecuting the case, reviewing complex legal documents, and engaging in settlement negotiations for the benefit of the Class. She also has agreed to a release that is broader than the class release.

89. The Settlement Agreement permits Plaintiff to seek a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars (\$7,500). We believe that this amount fairly reflects Plaintiff’s risks and her contributions to achieve this settlement on behalf of the Class. This will be further discussed when Plaintiff files her final approval motion and supporting declaration seeking a service award in connection with the final fairness hearing.

## **VIII. ATTORNEYS’ FEES AND COSTS**

90. Plaintiff’s Counsel will submit support for her request for attorneys’ fees and expenses on the final approval motion on a date to be set by the Court. Under the Settlement, Defendants 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.

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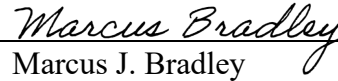
1 **IX. EXHIBITS**

2 Attached as **Exhibit 1** to this Declaration is a true and correct copy of the Settlement  
3 Agreement in this case. The proposed Class Notice to be mailed to the Class Members upon court  
4 approval and formatting by the Settlement Administrator is attached as an exhibit to the Settlement  
5 Agreement.

6 Attached as **Exhibit 2** to this Declaration is a true and correct copy of the confirmation of  
7 the submission of the Settlement Agreement, which was uploaded to the LWDA on October 14,  
8 2024.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct and based on my personal knowledge.

11 Executed on October 21, 2024, in Westlake Village, California.

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Marcus J. Bradley

# 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

**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

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

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

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

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

41(a) Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the 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 "Individual Settlement Payment" from 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 "Individual Settlement Payment" 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 Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and 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.

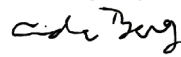
90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any 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

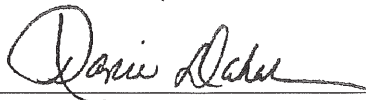
Dated: 10/11/2024

DocuSigned by:  
  
E4E1DE92799E4EE...

Cida Beng

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

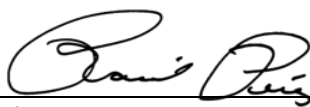
Dated: 10/2/24

  
Please Print Name of Authorized Signatory  
Rania Dahabreh

**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.

# EXHIBIT A

*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 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 in Department 14 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/](http://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**

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don’t Have to Do Anything to Participate in the Settlement</b>      | 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. |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> | 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.                                                          |
| <b>The Opt-out Deadline is [DATE]</b>                                      | 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.                                                                                                                    |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by [DATE]</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>You Can Participate in the [DATE] Final Approval Hearing</b>                                                                                                | <p>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.</p> <p>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.</p> |

### **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.

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

### **Summary of The Proposed Settlement Terms**

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  
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-\*\*\*-\*\*\*-\*\*\*\***

### **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. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2023, 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. 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

**Capstone Law APC**

Marcus Bradley

**Bradley/Grombacher, LLP**

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

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

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 2

**Suzette Boucher**

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**From:** DIR PAGA Unit <no-reply@formassembly.com>  
**Sent:** Monday, October 14, 2024 5:49 PM  
**To:** Suzette Boucher  
**Subject:** Thank you for your Proposed Settlement Submission

10/14/2024 05:48:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)