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FILED
Superior Court of California
County of Los Angeles
10/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

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

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

Plaintiff,

v.

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

Defendants.

CASE NO. 21STCV45479

Assigned to Hon. Timothy P. Dillon Dept. 15

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, AND FINAL JUDGMENT**

*(Filed concurrently with Notice of Motion and
Motion, Declarations of Marcus J. Bradley, Raul
Perez, Plaintiff Cida Beng and Nicole Bench of
ILYM Group, Inc.)*

Date: October 23, 2025

Time: 9:00 a.m.

Dept: 15

Complaint filed October 14, 2021

FAC filed October 15, 2025

1 This matter having come for hearing on October 23, 2025, regarding the unopposed Motion
2 for Final Approval of Class Action and PAGA Settlement on the terms set forth in the Class Action
3 and PAGA Settlement Agreement (the “Settlement”). In conformity with Rule 3.769 of the
4 California Rules of Court, with due and adequate notice having been given to the Class Members
5 (as defined in the Settlement), and having considered the Settlement, all the legal authorities and
6 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
7 written comments received regarding the Settlement, and having reviewed the record in this
8 litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and
9 orders and makes the following findings and determinations and enters final judgment as follows:

10 1. All terms used in this Order shall have the same meaning as those terms are used
11 and/or defined in the parties’ Settlement Agreement and Plaintiff’s Motion for Order Granting
12 Final Approval of Class Action and PAGA Settlement.

13 2. The Court has personal jurisdiction over the Parties to this litigation and subject
14 matter jurisdiction to approve this Settlement, and all exhibits thereto.

15 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
16 Settlement and as follows: All persons who have been, or currently are, employed by Defendants
17 and who held, or hold, job positions which Defendants have classified as “non-exempt” employees
18 in the State of California, at any time since June 19, 2017 through December 9, 2023.

19 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
20 California Rules of Court, and solely for the purpose of effectuating the Settlement.

21 5. The Court finds that an ascertainable class of 670 class members exists and a well-
22 defined community of interest exists on the questions of law and fact involved because in the
23 context of the Settlement:

- 24 i. all related matters, predominate over any individual questions;
- 25 ii. the claims of the Plaintiff is typical of claims of the Class Members; and
- 26 iii. in negotiating, entering into and implementing the Settlement, Plaintiff and
27 Class Counsel have fairly and adequately represented and protected the
28 interest of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the
2 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
3 complies with California Rule of Court 3.766. The Class Notice informed 670 prospective Class
4 Members of the Settlement terms, their rights under the settlement and receive their settlement
5 share, their rights to submit a request for exclusion, their rights to comment on or object to the
6 Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding
7 approval of the Settlement. Sufficient periods of time to respond and to act were provided by each
8 of these procedures. No Class Members filed written objection to the Settlement as part of this
9 notice process, no Class Members filed a written statement of intention to appear at the Final
10 Approval Hearing, and no Class Members submitted a request for exclusion.

11 7. The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent,
13 and compliant with all applicable requirements of the California Code of Civil Procedure, the
14 California and United States Constitutions, including the Due Process clauses, the California Rules
15 of Court, and any other applicable law, and in the best interests of each of the Parties and Class
16 Members.

17 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 670 Participating Class
19 Members.

20 9. The Court finds that the Settlement Agreement has been reached as a result of
21 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
22 conducted extensive investigation and research, and their attorneys were able to reasonably
23 evaluate their respective positions.

24 10. The Court also finds that the Settlement now will avoid additional and potentially
25 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
26 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
27 light of the challenges posed by continued litigation, the Court concludes that Class Counsel
28 secured significant relief for Class Members.

1 11. The Settlement Agreement is not an admission by Defendants, nor is this Order a
2 finding of the validity of any allegations or any wrongdoing by Defendants.

3 12. The Court appoints named Plaintiff, Cida Beng, as the Class Representative, and
4 finds her be adequate.

5 13. The Court appoints Bradley/Grombacher LLP and Capstone Law APC as Class
6 Counsel and finds each of them to be adequate, experienced, and well-versed in class action
7 litigation.

8 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$375,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class
10 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
11 Settlement Agreement, subject to this Order.

12 15. The Court approves the following allocations, which fall within the ranges
13 stipulated by and through the Settlement Agreement:

14 A. The Court awards \$9,950.00 to ILYM Group, Inc., the Settlement
15 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it
16 and orders the Parties to make the payment to the Settlement Administrator in accordance with the
17 Agreement.

18 B. The Court awards \$125,000.00 to Class Counsel as attorneys' fees and finds
19 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants
20 final approval of, awards, and orders the Class Counsel fees payment to be made in accordance
21 with the Settlement Agreement, awarded divided as follows: \$87,500.00 (equivalent to 70% of the
22 total fee award) to Bradley/Grombacher LLP and \$37,500.00 (equivalent to 30% of the total fee
23 award) to Capstone Law APC.

24 C. The Court awards \$15,363.66 to Class Counsel in litigation costs, an amount
25 which the Court finds to be reflective of the reasonable costs incurred. The Court grants final
26 approval of and orders the Class Counsel litigation expenses payment in this amount to be made in
27 accordance with the Settlement Agreement: \$13,394.57 to Bradley Grombacher, LLP and
28 \$1,969.09 to Capstone Law APC.

1 D. The Court awards \$7,500.00 to Plaintiff as payment requested by Plaintiff
2 and finds this amount to be fair and reasonable. The Court grants final approval of and orders the
3 Class Representative payment to be made in accordance with the Settlement Agreement.

4 E. The Court approves the \$25,000.00 allocation for penalties under the Labor
5 Code Private Attorneys General Act of 2004 and finds this amount to be fair and reasonable. The
6 Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2)
7 by giving the LWDA notice of the proposed Settlement of claims arising under the Private
8 Attorney General Act (“PAGA”). The Court further orders 75% thereof (\$18,750.00) to be paid to
9 the California Labor and Workforce Development Agency in accordance with the terms of the
10 Settlement Agreement and the remainder (\$6,250.00) to be paid to the Settlement Class Members.

11 16. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case
13 the provisions of this Order shall take precedence and supersede the Settlement.

14 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendants’
15 rights to continue to oppose the merits of the claims in this Action or class treatment of these
16 claims in this case if the Settlement fails to become final or effective, or in any other case without
17 limitation.

18 18. The Settlement shall bind all 670 Participating Class Members and this Order,
19 including the release of claims as set forth in the Settlement Agreement. Defendants shall fund the
20 Gross Settlement Amount as set forth in the Settlement. Upon entry of final judgment and funding
21 of the Gross Settlement Amount, (i) Plaintiff Cida Beng and each member of the Participating
22 Class Members shall release the “Released Class Claims” against the Defendants and all of the
23 “Released Parties,” as set forth in the Settlement , (ii) Plaintiff Cida Beng, the Labor and
24 Workforce Development Agency, the State of California, and each of the “PAGA Members” shall
25 release the “Released PAGA Claims” against the Defendants and all of the “Released Parties,” as
26 set forth in the Settlement, and (iii) Plaintiff Cida Beng shall be conclusively determined to have
27 given a general release of all claims, known and unknown, against the Released Parties, as set forth
28 in the Settlement.

1 19. The Parties shall bear their own respective attorneys' fees and costs except as
2 otherwise provided in this Order and the Settlement Agreement.

3 20. All checks mailed to the Class Members shall state the date (not less than 180 days
4 after the date of mailing) when the check will be voided. If a Class Member fails to cash his/her
5 check by the deadline, then the Settlement Administrator shall transmit such funds equally to the
6 California State Controller Unclaimed Property Fund under the Settlement Agreement.

7 21. Within 10 days after this Order, the Settlement Administrator shall give notice of
8 judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b) by
9 posting a copy of this Order and Final Judgment on its website.

10 22. The Court retains continuing jurisdiction over the Action and the Settlement,
11 including jurisdiction pursuant to Rule 3.769(h) of the California Rules of Court, solely for
12 purposes of:

- 13 a. enforcing the Settlement Agreement,
- 14 b. addressing settlement administration matters, and
- 15 c. addressing such post-judgment matters as may be appropriate under court
16 rules or applicable law.

17 23. Class Counsel shall file with the Court a report regarding the distribution status
18 within one hundred and twenty (120) days after all funds have been distributed.

19 24. In accordance with the provisions of Code of Civil Procedure § 384, the Court sets a
20 Non-Appearance compliance hearing for 08/07/2026, ~~2026~~ at 4 PM ~~a.m.~~ in Department 15
21 to confirm full administration of the settlement. Class counsel shall submit a compliance report no
22 later than ~~five (5)~~ ^{two (2)} court days before the date of the hearing, which shall include the total amount
23 that was actually paid to the class members pursuant to the subject settlement.

24 25. Final Judgment is hereby entered in this action. This Final Judgment is intended to
25 be a final disposition of the above-captioned action in its entirety and is intended to be immediately
26 appealable. The Final Judgment shall bind each Participating Class Member. Final Judgment shall
27 also bind Plaintiff Cida Beng, acting on her own behalf, and the Labor Workforce Development
28

Agency, the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

26. Defendants shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to Labor Code Section 2699(s)(3).

27. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 10/23/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

HON. TIMOTHY P. DILLON
JUDGE OF THE SUPERIOR COURT
Timothy Patrick Dillon / Judge