

1 Dena C. Sharp (SBN 245869)  
 2 Scott Grzenczyk (SBN 279309)  
 3 Kyle P. Quackenbush (SBN 322401)  
 4 Mikaela M. Bock (SBN 335089)  
**GIRARD SHARP LLP**  
 5 601 California Street, Suite 1400  
 6 San Francisco, CA 94108  
 Telephone: (415) 981-4800  
 7 Facsimile: (415) 981-4846  
 dsharp@girardsharp.com  
 8 scottg@girardsharp.com  
 kquackenbush@girardsharp.com  
 mbock@girardsharp.com

Michael P. Lehmann (SBN 77152)  
 Christopher L. Lebsack (SBN 184546)  
 Kyle G. Bates (SBN 299114)  
 Tae Kim (SBN 331362)  
 Samantha Derksen (*pro hac vice*)  
**HAUSFELD LLP**  
 600 Montgomery St., Suite 3200  
 San Francisco, CA 94111  
 Telephone: (415) 633-1908  
 Facsimile: (415) 358-4980  
 mlehmman@hausfeld.com  
 clebsack@hausfeld.com  
 kbates@hausfeld.com  
 tkim@hausfeld.com  
 sderksen@hausfeld.com

9 *Interim Co-Lead Counsel and Proposed*  
 10 *Settlement Class Counsel*

11  
 12  
 13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA  
 15 SAN FRANCISCO DIVISION

16 Case No. 3:20-cv-03131 JSC

17 IN RE CALIFORNIA GASOLINE SPOT  
 18 MARKET ANTITRUST LITIGATION

**SUPPLEMENTAL SUBMISSION IN  
 SUPPORT OF PRELIMINARY  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT**

1 Settlement Class Representatives provide this supplemental submission regarding matters  
 2 discussed with the Court at the August 8, 2024 hearing and in response to the Court’s subsequent  
 3 minute Order. ECF No. 608.<sup>1</sup>

4 Settlement Class Representatives provide further information and claims estimates below,  
 5 and respectfully request that the Court approve the revised Long Form Notice, clean and redline  
 6 versions of which are attached as **Exhibit 1** (replacing ECF No. 601-11) and **Exhibit 2**,  
 7 respectively, and enter the revised Preliminary Approval Order, clean and redline versions of  
 8 which are attached as **Exhibit 3** (replacing ECF No. 601-14) and **Exhibit 4**, respectively.

### 9 Claims Estimates

10 The Court directed Settlement Class Counsel to provide the estimated potential recovery  
 11 for Settlement Class Members. *See e.g.*, Aug. 8, 2024 Hrg. Tr. at 10:13-17. Settlement Class  
 12 Counsel and the Settlement Administrator Verita anticipate that the claims rate for Businesses  
 13 will be in the range of 5-10% and that the claims rate for Non-California Consumers will be in the  
 14 range of 1-3%. Supplemental Declaration of Carla Peak (“Peak Supp. Decl.”) at ¶¶ 5-6, attached  
 15 as **Exhibit 5**. The estimate for Non-California Consumers is consistent with the Court’s  
 16 observation that the claims rate for out-of-state buyers would be expected to be low. Aug. 8, 2024  
 17 Hrg. Tr. at 14:11-12.

18 Settlement Class Counsel provide the below estimates of *average* potential recovery for  
 19 Settlement Class Members who submit valid claim forms (“Eligible Claimants”)—for Businesses  
 20 and Non-California Consumers separately, consistent with their respective expected claims  
 21 rates—subject to the qualifications and assumptions described below.

22 The *average Eligible Business Claimant* may receive a cash award in the range of the  
 23 following amounts:

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24  
 25  
 26  
 27  
 28 <sup>1</sup> Capitalized terms in this submission incorporate the defined terms from the Settlement Agreement  
 (ECF No. 601-2) and Plan of Allocation (ECF No. 601-3), unless otherwise noted.

Claims Rate	5%	10%
Payment	\$1,161.09	\$580.54

The *average Eligible Non-California Consumer Claimant* may receive a cash award in the range of the following amounts:

Claims Rate	1%	2%	3%
Payment	\$11.53	\$5.76	\$3.84

To the extent the claims rate for Non-California Consumers is greater than 3% (which Verita and Settlement Class Counsel believe is unlikely), it is possible the *average* Non-California Consumer would be slated to receive less than the \$3.00 minimum payment necessary to receive a payment under the Plan of Allocation, but each claimant's recovery would of course depend on their Eligible Purchases, rather than the average payout.

The estimates that Settlement Class Counsel provide above are just that—estimates. The average estimates incorporate several assumptions, including that: (i) Businesses purchased 8.5 billion gallons of Gasoline and Non-California Consumers purchased 1.5 billion gallons of Gasoline during the Class Period,<sup>2</sup> (ii) there are 60,623 Businesses and 5,388,673 Non-California Consumers in the Settlement Class (Peak Supp. Decl. at ¶¶ 3-4), (iii) sixty percent of the volume of Gasoline purchased during the Class Period was purchased in Southern California,<sup>3</sup> (iv) notice and claims administration costs will reach but not exceed \$1,000,000 (i.e., the cap), (v) no interest

<sup>2</sup> Estimate calculated by extrapolating data from "06 Total daily volume - residents and nonresidents.dta" in the backup production of and referenced in the Rebuttal Expert Report of Dr. Anna Meyendorff dated June 5, 2023, Dkt. 545-4 at n.152, as well as based on the calculations contained in the Declaration of Wesley J. Reppert, dated July 1, 2024, Dkt. 601-4, at ¶ 4 & n.10.

<sup>3</sup> See Expert Report of Dr. Anna Meyendorff, PHD dated January 6, 2023, Dkt. 512-4, at ¶ 34 & n.55 (citing "2010-2020 CEC-A15 Results and Analysis.xlsx").

1 accrues on the Gross Settlement Amount,<sup>4</sup> (vi) no cash awards to Eligible Claimants will be  
2 below the \$3.00 minimum payment threshold such that no money will need to be reallocated to  
3 other Eligible Claimants that meet the minimum threshold, (vii) Settlement Class Counsel's  
4 request for reimbursement of \$7,000,000 in litigation expenses will be awarded, (viii) Settlement  
5 Class Counsel's fee request of 30% of the net settlement fund will be awarded, (iv) the three  
6 Settlement Class Representatives will each be awarded \$5,000 in services awards, and (x) the  
7 claims rate for the other allocation pool is such that it does not result in a spillover to the  
8 allocation pool for which the average estimate is being provided (e.g., spillover from the Business  
9 Allocation Pool to the Non-California Consumer Allocation Pool). To the extent the actual results  
10 of any of these inputs differ from the assumptions, the average cash awards may differ from the  
11 estimates.

12 Further, these are estimates of *averages*; an individual Settlement Class Member's cash  
13 award depends further in part on (i) how much Gasoline a claimant purchased and (ii) whether  
14 purchases were made in Northern California versus Southern California.

15 To provide as much information to Settlement Class Members about their potential  
16 recovery as possible, Settlement Class Counsel have revised the Long Form Notice to include the  
17 above estimates and will include them (or whatever information the Court deems appropriate) on  
18 the FAQ section of the settlement class website as well. In addition, the Long Form Notice and  
19 FAQs will notify Settlement Class Members that if they purchased less than \$140.85 worth of  
20 Gasoline in Southern California or \$281.69 worth of Gasoline in Northern California during the  
21 Class Period, their single damages are less than \$3.00, and they are therefore highly unlikely to  
22 receive any cash award.

### 23 **Preliminary Approval Order and Notice Documents**

24 The Court directed Settlement Class Counsel to amend the Preliminary Approval Order to  
25

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26 <sup>4</sup> Although Settlement Class Counsel expects interest to accrue on the Gross Settlement Amount,  
27 due to uncertainty about the interest rate and the accrual period, assumptions about the accrued  
28 interest would be difficult to support. The assumption that no interest accrues on the Gross  
Settlement Amount makes the average estimates in this submission conservative.

1 clarify that any objections to the Settlement must include proof of at least one eligible Gasoline  
2 purchase; the corresponding edit can be found on page 8 of the revised Preliminary Approval  
3 Order attached as **Exhibit 4**. Settlement Class Counsel also clarified this requirement in the Long  
4 Form Notice at page 14, a revised version of which is attached as **Exhibit 2**.

5 In addition, the revised Long Form Notice also includes the following:

- 6 • The above estimates of the cash awards that the average Eligible Claimant may receive  
7 and the above explanation of the value of Gasoline purchases that are highly unlikely to  
8 result in any cash award. **Exhibit 2** at pages 11-12.
- 9 • Revised information concerning attorneys' fees and costs, specifically that Settlement  
10 Class Counsel will seek a payment of attorneys' fees of up to 30% of the net settlement  
11 fund, which is equal to the Gross Settlement Amount plus any interest accrued, less  
12 litigation costs, service awards, and notice and claims administration costs ("Net  
13 Settlement Fund"). **Exhibit 2** at pages 16-17.
- 14 • A clarification that any attorneys' fees awarded to Settlement Class Counsel from the  
15 settlement in the People's Action will *not* result in duplicative payments or a windfall of  
16 fees to Settlement Class Counsel. **Exhibit 2** at page 16.
- 17 • The PO Box address of the Settlement Administrator, which is now available. **Exhibit 2** at  
18 pages 13, 15, 18.

19  
20 Dated: August 22, 2024

Respectfully Submitted,

21 By: /s/ Dena C. Sharp  
22 Dena C. Sharp (SBN 245869)  
23 Scott Grzenczyk (SBN 279309)  
24 Kyle P. Quackenbush (SBN 322401)  
25 Mikaela M. Bock (SBN 335089)  
26 **GIRARD SHARP LLP**  
27 601 California Street, Suite 1400  
28 San Francisco, CA 94108  
Telephone: (415) 981-4800  
Facsimile: (415) 981-4846  
dsharp@girardsharp.com  
scottg@girardsharp.com  
kquackenbush@girardsharp.com  
mbock@girardsharp.com

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By: /s/ Christopher L. Lebsock  
Michael P. Lehmann (SBN 77152)  
Christopher L. Lebsock (SBN 184546)  
Kyle G. Bates (SBN 299114)  
Tae Kim (SBN 331362)  
Samantha Derksen (*pro hac vice*)  
**HAUSFELD LLP**  
600 Montgomery St., Suite 3200  
San Francisco, CA 94111  
Telephone: (415) 633-1908  
Facsimile: (415) 358-4980  
mlehmann@hausfeld.com  
clebsock@hausfeld.com  
kbates@hausfeld.com  
tkim@hausfeld.com  
sderksen@hausfeld.com

*Interim Co-Lead Counsel and Proposed Settlement  
Class Counsel*

**FILER'S ATTESTATION**

I, Dena C. Sharp, am the ECF User whose ID and password are being used to file this document. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that all counsel listed above have concurred in this filing.

/s/ Dena C. Sharp  
Dena C. Sharp

# EXHIBIT 1



United States District Court for the Northern District of California

*In re California Gasoline Spot Market Antitrust Litigation*

Case No. 3:20-cv-03131-JSC (N.D. Cal.)

# Class Action Notice

*Authorized by the U.S. District Court*

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**Did you buy gasoline in California between February 18, 2015, and May 31, 2017?**

**At the time, were you a business or did you live outside of California?**

**There is a \$13,930,000 settlement of a lawsuit that may affect your rights.**

**You may be eligible to receive money.**

**Please read this entire document carefully.**

**Your options:**

**1. Make a claim.**

Be eligible for a payment.

**2. Do nothing.**

No payment and you will be bound by the settlement.

**3. Opt Out.**

No payment and you will not be bound by the settlement

**4. Object.**

Important things to know:

You are not being sued.

You can learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Are you an individual who purchased gasoline between February 20, 2015, and November 10, 2015, while residing in California? A settlement in another case may impact your rights. Learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).



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## About This Notice

### Why did I get this notice?

This notice provides you information about the Settlement of a class action lawsuit, *In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.), that resolves the claims of (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons who are not natural persons, such as businesses, wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017.

**You received this notice because you may be a member of this group, called the “Settlement Class,” and your rights may be impacted.** This notice gives you a summary of the terms of the Settlement Agreement, explains what rights Settlement Class members have, and helps Settlement Class Members make informed decisions about what actions to take.

### What do I do next?

Read this notice to understand the Settlement Agreement and to determine if you are a Settlement Class Member. Then, decide if you want to:

Options	More information about each option
<b>Submit a Claim Form</b>	You must submit a claim to be eligible to receive a payment. You will be bound by the Settlement Agreement.
<b>Do Nothing</b>	Get no payment. Give up rights resolved by the Settlement Agreement. Read below for more details about the types of claims covered by this Settlement.
<b>Opt Out</b>	Get no payment. Allows you to potentially bring another lawsuit against Defendants (defined below) about the same issues. You must notify the Settlement Administrator in writing using the procedures on page 12
<b>Object</b>	Tell the Court why you don't like the Settlement Agreement. More detail on objecting to this Settlement can be found on pages 13-14

Read on to understand the specifics of the Settlement Agreement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a claim form: **[date]**

## What are the most important definitions?

Please review the Settlement Agreement to see a full list of defined terms. Certain defined terms that are used in this notice are listed below.

- **“Defendants”** means Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann.
- **“Defendant Releasees”** means Defendants and each of their respective past, present, or future direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, consultants, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, alter egos, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- **“Gasoline”** includes regular, mid-grade, and premium gasoline but does not include diesel.
- **“Gross Settlement Amount”** means \$13,930,000.00.
- **“Settlement Class”** means the following: (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons that are not natural persons,

wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017. Please review the Settlement Agreement to see who is excluded from the Settlement Class.

- **“Settlement Class Representatives”** means Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc.

## Learning About the Lawsuit

### What is this lawsuit about?

Defendants traded products on the "spot" market, and these products were used to make Gasoline which was ultimately sold at the pump. In May 2020, a class action lawsuit was filed against Defendants alleging that Defendants manipulated the price of the products traded on the "spot" market, and that this manipulation increased the price of Gasoline at the pump. The Settlement Agreement resolves the claims of the Settlement Class (defined above) involving the allegations in the lawsuit.

Defendants deny that they did anything wrong.

#### Where can I learn more?

You can get a complete copy of the Settlement Agreement and other key documents at:  
[www.CalGasLitigation.com](http://www.CalGasLitigation.com)

### Who are the Defendants?

The Defendants are Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann.

Through this Settlement Agreement, Settlement Class Representatives, on behalf of the Settlement Class, release certain claims against the Defendant Releasees (defined above).

#### What does it mean to “release” a claim?

If a claim is released, it is forever resolved and cannot be the basis for a new lawsuit.

## Why is there a settlement in this lawsuit?

On May 30, 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

**The Court has not decided this case in favor of either side. This notice is not an opinion by the court about whether the Plaintiffs or Defendants are right.**

## What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to settlement class members

## What happens next in this lawsuit?

The Court will hold a final approval hearing to decide whether to approve the Settlement Agreement. The hearing will be held at:

**Where:** San Francisco Courthouse, Courtroom 8—19th Floor  
450 Golden Gate Avenue, San Francisco, CA 94102.

**When:** [time] on [date].

The Court has directed that notice of the Settlement Agreement be sent out. Because the Settlement affects the rights of all members of the Settlement Class (defined above), the Court must give final approval to the Settlement Agreement before it can take effect. Payments will only be made if the Court approves the Settlement Agreement.

You don't have to attend the final approval hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the Settlement Agreement. If the Court does not approve the Settlement Agreement or the parties decide to end it, it will be void and the lawsuit will continue.

The date of the hearing may change without further notice to members of the Settlement Class. To learn more and get any updates on the hearing date, go to [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

# Learning About the Settlement

## What does the Settlement provide?

The Settlement Agreement makes money available to pay businesses (wherever located) and non-California residents who bought Gasoline in California between February 18, 2015, and May 31, 2017.

Defendants have agreed to pay \$13,930,000 into a settlement fund. This money will be divided among the eligible Settlement Class members and will also be used to pay for litigation expenses and attorneys' fees approved by the Court, including the cost of administering this Settlement. Members of the Settlement Class will "release" their claims as part of the Settlement, which means they cannot sue Defendant Releasees (defined above) for the same issues in this lawsuit. The full terms of the release are in the Settlement Agreement that can be found on [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

If there is money left over after the claims process is completed, it will be donated to a court-approved charitable organization.

## How do I know if I am part of this Settlement?

If you bought Gasoline (regular, mid-grade, or premium) in California at retail for your own use and not for resale between February 18, 2015, and May 31, 2017, and at the time of purchase lived outside California or were a business, you may be a member of the Settlement Class and eligible to receive money.

**Note:** you are **not** a member of the Settlement Class if:

- You purchased only other types of fuel, including diesel, propane, or natural gas;
- You re-sold the Gasoline you purchased;
- You are an individual who resided in California when you purchased Gasoline in California. Note: if you are an individual who purchased gasoline in California between February 20, 2015, and November 10, 2015, while residing in the State, a settlement in another case may impact your rights. You can learn more at:

[www.CalGasLitigation.com](http://www.CalGasLitigation.com).

- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies;
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

## What if I'm still not sure if I'm included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may contact the Settlement Administrator by calling 1-877-634-7163 or emailing [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com). Please do not contact Defendants or the Court.

## Deciding What to Do

### How do I weigh my options?

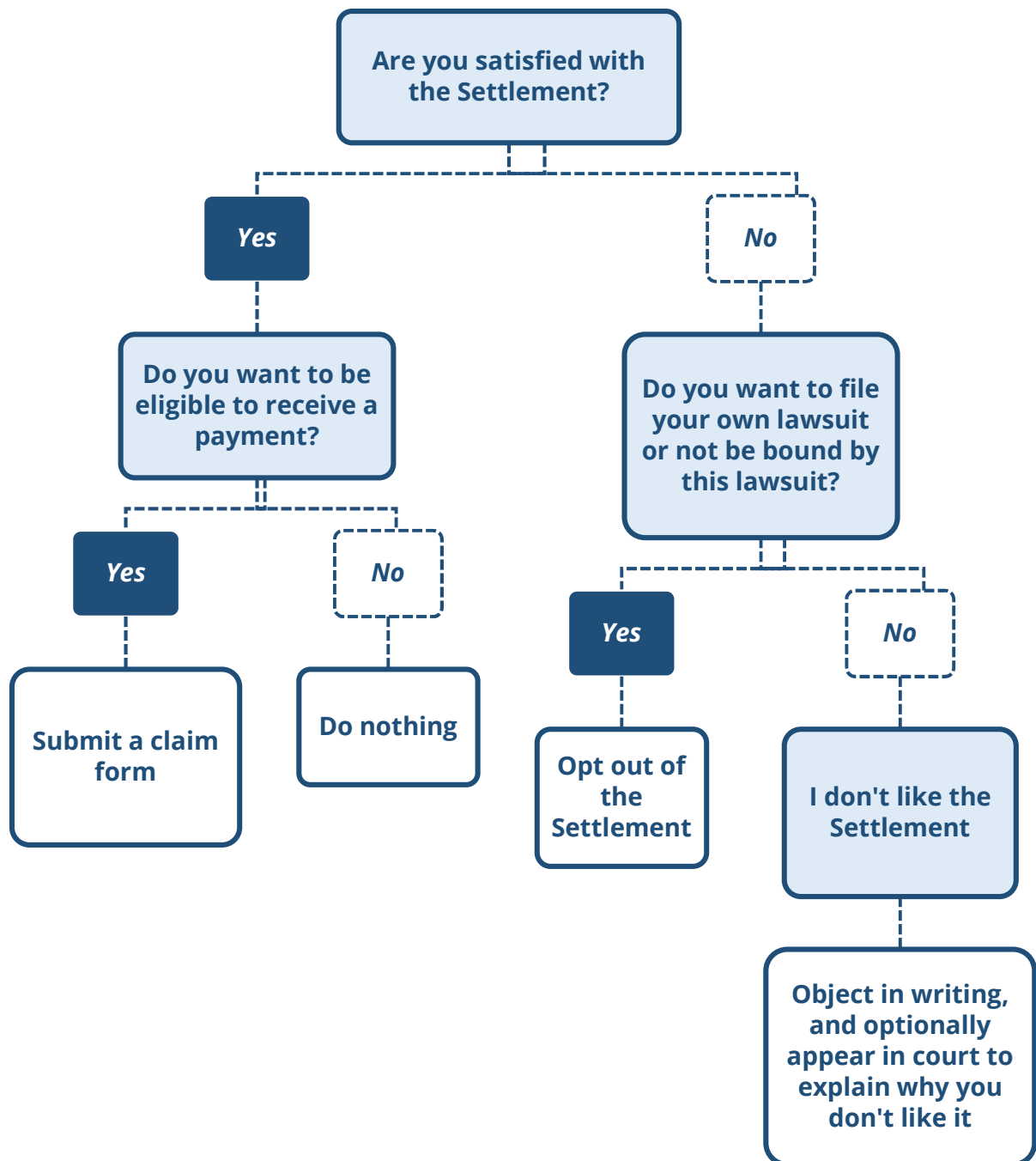
You have four options. You can stay in the Settlement and submit a claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. Objecting to the Settlement does not preclude you from submitting a claim, but opting out does. This chart shows the effects of each option:

	<b>Submit a Claim</b>	<b>Opt Out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I potentially receive settlement money if I . . .</b>	YES	NO	MAYBE <sup>1</sup>	NO
<b>Am I bound by the terms of this Settlement if I . . .</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO	NO

<sup>1</sup> If you object to the Settlement, and your objection is granted, the Court will deny final approval of the Settlement and you will not receive money from the Settlement. If the Settlement is approved despite your objection, you will receive money from the Settlement if you submit a valid claim.



Choose the best path for you:



## Submitting a Claim

### How do I get a payment if I am a Settlement Class Member?

If you want to be eligible to receive money, you must submit a completed claim form to the Settlement Administrator. To complete a claim form, you must provide identification and proof of purchase.

You can submit a claim form online, or either download a claim form at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) or request a paper copy from the Settlement Administrator and mail the completed form to the Settlement Administrator (contact details and address below).\*

**Claims submitted by third party filers will not be accepted.**

**The deadline to make a claim for a Settlement payment is [date].**

\*Individuals who submit a claim form online will not be able to elect to receive a payment by check. Both individuals and businesses who submit a paper claim form will receive any payment by check.

### How much will my payment be?

Each member of the Settlement Class who submits a valid claim form on time will get a cash award unless the award would amount to less than \$3.00.

The amount of your cash award depends, in part, on how much Gasoline you purchased and where, whether you are a business or a non-California resident, and how many others qualify for a cash recovery (i.e., the "Claims Rate"). If you purchased less than \$140.85 worth of Gasoline in Southern California or \$281.69 worth of Gasoline in Northern California between February 18, 2015 and May 31, 2017, your estimated damages (referred to as single damages in the Plan of Allocation) are less than \$3.00—the minimum payment threshold—and you are therefore highly unlikely to receive any cash award. Even if you purchased Gasoline in greater amounts, you are not guaranteed to receive a cash award, as payments may be less than estimated damages.

According to rough estimates, the *average* eligible **business** seeking recovery from the settlement may receive a cash award within the following ranges, assuming the Claims Rates below:

Claims Rate	5%	10%
Payment	\$1,161.09	\$580.54

According to rough estimates, the *average* eligible **non-California resident** seeking recovery from the settlement may receive a cash award within the following ranges, assuming the Claims Rates below:

Claims Rate	1%	2%	3%
Payment	\$11.53	\$5.76	\$3.84

For more information concerning how payments will be determined, please review the Plan of Allocation available at [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

## What do I give up by making a Settlement claim?

If the Settlement becomes final, you will be releasing the Defendant Releasees (defined above) from the claims identified in the Settlement Agreement. This means you will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against the Defendant Releasees about the same issues in this lawsuit.

For more information, please review the Settlement Agreement available at [www.CalGasLitigation.com](http://www.CalGasLitigation.com). Section 6 (pages 9-11) of the Settlement Agreement describes the released claims.

## Opting Out

### What if I don't want to be part of this Settlement?

You can opt out. If you do, you will not receive a payment and cannot object to the Settlement Agreement. However, you will not be bound or affected by anything that happens in this Settlement and may be able to file your own case.

### How do I opt out?

To opt out of the Settlement, you must submit the opt out form online, or either download an opt out form at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) or request a paper copy from the Settlement Administrator and mail the completed form to the Settlement Administrator at:

CA Gas Settlement Administrator  
Exclusions  
PO Box 301176  
Los Angeles, CA 90030-1176  
1-877-634-7163

Opt out forms must be submitted online or postmarked by [date] and must indicate your desire to be excluded from the Settlement Class.

You **must** include your full name, address, and telephone number, and if you are submitting on behalf of a business, additionally the name, address, and telephone number of the business. The form **must** also include your signature and if you are represented by counsel, your counsel's signature. And you **must** do so individually and separately; **no consolidated or group opt-outs will be accepted.**

# Objecting

## What if I disagree with the Settlement?

If you disagree with any part of the Settlement Agreement (including the lawyers' fees and expenses discussed below) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the Settlement and say whether your objection applies to just you, a part of the Settlement Class, or the entire Settlement Class. The Court will consider your views. The Court can only approve or deny the Settlement—it cannot change the terms of the Settlement Agreement. You may, but don't need to, hire your own lawyer to help you.

If the Court denies approval of the Settlement Agreement, none of the money in the Settlement will be paid to Settlement Class members and the lawsuit will continue against Defendants. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

To object, you **must** send a letter to the Court (and may, additionally, *also* send it to the Settlement Administrator) that:

- (1) is postmarked by [date];
- (2) includes the case name and number (*In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.))
- (3) includes your full name, address, and telephone number, and, if you have one, email address;
- (4) attaches proof of at least one eligible Gasoline purchase in California between February 18, 2015 and May 31, 2017, to show you are a member of the Settlement Class;
- (5) clearly states the reasons for your objection, including any legal support;
- (6) includes copies of any papers, briefs, or other documents your objection is based on;
- (7) includes the name, address, email address, and telephone number of every attorney representing you;
- (8) says whether either you or your lawyer(s) intend to appear at the final approval hearing and if so, includes a list of all persons, if any, who will be called to testify in support of your objection;

(9) includes your signature, and if you are represented by counsel, your counsel's signature.

You **must** submit your objection to the Court (and may, additionally, *also* submit it to the Settlement Administrator) by [date]:

CA Gas Settlement Administrator PO Box 301176 Los Angeles, CA 90030-1176 1-877-634-7163	Office of the Clerk of Court U.S. District Court for the Northern District of California 450 Golden Gate Avenue San Francisco, CA 94012
--	---

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the Settlement Agreement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Defendant Releasees (defined above) about the same issues in this lawsuit. Please see the Settlement Agreement, which can be found at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) for a full description of the claims and persons who will be released if this Settlement is approved.

## The Lawyers Representing You

### Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this Settlement, the lawyers below are seeking to be appointed Settlement Class Counsel to represent the Settlement Class.

Dena C. Sharp <b>Girard Sharp LLP</b> 601 California Street, Suite 1400 San Francisco, CA 94108 Telephone: (415) 981-4800	Christopher L. Lebsack <b>Hausfeld LLP</b> 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Telephone: (415) 633-1908
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Proposed Settlement Class Counsel will represent you as a member of the Settlement Class. Proposed Settlement Class Counsel **does not** represent you individually. If you want to be represented by your own lawyer, you may hire one at your own expense.

Proposed Settlement Class Counsel are experienced in handling similar cases against other companies.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and expenses will be paid from the Settlement Fund. **You will not have to pay proposed Settlement Class Counsel directly.**

To date, proposed Settlement Class Counsel have not been paid any money for their work or their expenses to litigate the case. To pay for their expenses and some of their time and risk in bringing this case without any guarantee of payment unless they were successful, proposed Settlement Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a reimbursement of no more than \$7,000,000 in litigation expenses incurred, as well as a payment of attorneys' fees of up to 30% of the net settlement fund. The net settlement fund represents the Gross Settlement Amount plus any interest accrued, minus the awarded litigation expenses, the awarded service awards (described below), and the costs of distributing this notice and administering the Settlement (which are capped at \$1,000,000).

Settlement Class Counsel also plans to request a payment of up to \$3,000,000 in attorneys' fees from a settlement in a case pending in state court that is based on the same facts and covers individuals residing in California. Settlement Class Counsel's litigation efforts to date have been on behalf of both Settlement Class Members as well as the California residents covered by the settlement in this related state case. Settlement Class Counsel's additional request for attorneys' fees will *not* result in duplicative payments of fees, as Settlement Class Counsel's attorney time spent on the two cases well exceeds the maximum total amount of the two anticipated requests for fees. More information about this related settlement can be found at [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees and expenses even if you think the Settlement is fair, using the procedures described above.

Proposed Settlement Class Counsel will also ask the Court to approve a payment of \$5,000 to the three Settlement Class Representatives for the time and effort they contributed to the case (i.e., service awards). If approved by the Court, this will be paid from the Gross Settlement Amount.

### Should I get my own lawyer?

You are not required to hire your own lawyer to make a Settlement claim. Proposed Settlement Class Counsel work on your behalf if you are a member of the Settlement Class, but **do not** represent you individually. You may retain your own lawyer at your own expense. Your own lawyer may appear on your behalf in this lawsuit.

## Key Resources

### How do I get more information?

This notice is a summary of the Settlement. The complete Settlement Agreement with all its terms can be found on [www.CalGasLitigation.com](http://www.CalGasLitigation.com). To get a copy of the Settlement Agreement or get answers to your questions:

- contact proposed Settlement Class Counsel (information below)
- contact the Settlement Administrator at 1-877-634-7163 or [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com)
- visit the case website at [www.CalGasLitigation.com](http://www.CalGasLitigation.com)
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below)



<b>Resource</b>	Contact Information	
<b>Case website</b>	<a href="http://www.CalGasLitigation.com">www.CalGasLitigation.com</a>	
<b>Settlement Administrator</b>	CA Gas Settlement Administrator PO Box 301176 Los Angeles, CA 90030-1176 1-877-634-7163 classmemberinfo@CalGasLitigation.com	
<b>Proposed Settlement Class Counsel</b>	Dena C. Sharp <b>Girard Sharp LLP</b> 601 California Street, Suite 1400 San Francisco, CA 94108 Telephone: (415) 981-4800	Christopher L. Lebsack <b>Hausfeld LLP</b> 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Telephone: (415) 633-1908
<b>Court (DO NOT CONTACT)</b>	United States District Court Northern District of California San Francisco Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	

# EXHIBIT 2



United States District Court for the Northern District of California

*In re California Gasoline Spot Market Antitrust Litigation*

Case No. 3:20-cv-03131-JSC (N.D. Cal.)

# Class Action Notice

*Authorized by the U.S. District Court*

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**Did you buy gasoline in California between February 18, 2015, and May 31, 2017?**

**At the time, were you a business or did you live outside of California?**

**There is a \$13,930,000 settlement of a lawsuit that may affect your rights.**

**You may be eligible to receive money.**

**Please read this entire document carefully.**

**Your options:**

**1. Make a claim.**

Be eligible for a payment.

**2. Do nothing.**

No payment and you will be bound by the settlement.

**3. Opt Out.**

No payment and you will not be bound by the settlement

**4. Object.**

Important things to know:

You are not being sued.

You can learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Are you an individual who purchased gasoline between February 20, 2015, and November 10, 2015, while residing in California? A settlement in another case may impact your rights. Learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

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## About This Notice

### Why did I get this notice?

This notice provides you information about the Settlement of a class action lawsuit, *In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.), that resolves the claims of (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons who are not natural persons, such as businesses, wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017.

**You received this notice because you may be a member of this group, called the “Settlement Class,” and your rights may be impacted.** This notice gives you a summary of the terms of the Settlement Agreement, explains what rights Settlement Class members have, and helps Settlement Class Members make informed decisions about what actions to take.

### What do I do next?

Read this notice to understand the Settlement Agreement and to determine if you are a Settlement Class Member. Then, decide if you want to:

Options	More information about each option
<b>Submit a Claim Form</b>	You must submit a claim to be eligible to receive a payment. You will be bound by the Settlement Agreement.
<b>Do Nothing</b>	Get no payment. Give up rights resolved by the Settlement Agreement. Read below for more details about the types of claims covered by this Settlement.
<b>Opt Out</b>	Get no payment. Allows you to potentially bring another lawsuit against Defendants (defined below) about the same issues. You must notify the Settlement Administrator in writing using the procedures on page 12
<b>Object</b>	Tell the Court why you don't like the Settlement Agreement. More detail on objecting to this Settlement can be found on pages 13-14

Read on to understand the specifics of the Settlement Agreement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a claim form: **[date]**

## What are the most important definitions?

Please review the Settlement Agreement to see a full list of defined terms. Certain defined terms that are used in this notice are listed below.

- **“Defendants”** means Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann.
- **“Defendant Releasees”** means Defendants and each of their respective past, present, or future direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, consultants, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, alter egos, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- **“Gasoline”** includes regular, mid-grade, and premium gasoline but does not include diesel.
- **“Gross Settlement Amount”** means \$13,930,000.00.
- **“Settlement Class”** means the following: (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons that are not natural persons,

wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017. Please review the Settlement Agreement to see who is excluded from the Settlement Class.

- **“Settlement Class Representatives”** means Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc.

## Learning About the Lawsuit

### What is this lawsuit about?

Defendants traded products on the "spot" market, and these products were used to make Gasoline which was ultimately sold at the pump. In May 2020, a class action lawsuit was filed against Defendants alleging that Defendants manipulated the price of the products traded on the "spot" market, and that this manipulation increased the price of Gasoline at the pump. The Settlement Agreement resolves the claims of the Settlement Class (defined above) involving the allegations in the lawsuit.

Defendants deny that they did anything wrong.

#### Where can I learn more?

You can get a complete copy of the Settlement Agreement and other key documents at:  
[www.CalGasLitigation.com](http://www.CalGasLitigation.com)

### Who are the Defendants?

The Defendants are Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann.

Through this Settlement Agreement, Settlement Class Representatives, on behalf of the Settlement Class, release certain claims against the Defendant Releasees (defined above).

#### What does it mean to “release” a claim?

If a claim is released, it is forever resolved and cannot be the basis for a new lawsuit.



## Why is there a settlement in this lawsuit?

On May 30, 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

**The Court has not decided this case in favor of either side. This notice is not an opinion by the court about whether the Plaintiffs or Defendants are right.**

## What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to settlement class members

## What happens next in this lawsuit?

The Court will hold a final approval hearing to decide whether to approve the Settlement Agreement. The hearing will be held at:

**Where:** San Francisco Courthouse, Courtroom 8—19th Floor  
450 Golden Gate Avenue, San Francisco, CA 94102.

**When:** [time] on [date].

The Court has directed that notice of the Settlement Agreement be sent out. Because the Settlement affects the rights of all members of the Settlement Class (defined above), the Court must give final approval to the Settlement Agreement before it can take effect. Payments will only be made if the Court approves the Settlement Agreement.

You don't have to attend the final approval hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the Settlement Agreement. If the Court does not approve the Settlement Agreement or the parties decide to end it, it will be void and the lawsuit will continue.

The date of the hearing may change without further notice to members of the Settlement Class. To learn more and get any updates on the hearing date, go to [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

# Learning About the Settlement

## What does the Settlement provide?

The Settlement Agreement makes money available to pay businesses (wherever located) and non-California residents who bought Gasoline in California between February 18, 2015, and May 31, 2017.

Defendants have agreed to pay \$13,930,000 into a settlement fund. This money will be divided among the eligible Settlement Class members and will also be used to pay for litigation expenses and attorneys' fees approved by the Court, including the cost of administering this Settlement. Members of the Settlement Class will "release" their claims as part of the Settlement, which means they cannot sue Defendant Releasees (defined above) for the same issues in this lawsuit. The full terms of the release are in the Settlement Agreement that can be found on [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

If there is money left over after the claims process is completed, it will be donated to a court-approved charitable organization.

## How do I know if I am part of this Settlement?

If you bought Gasoline (regular, mid-grade, or premium) in California at retail for your own use and not for resale between February 18, 2015, and May 31, 2017, and at the time of purchase lived outside California or were a business, you may be a member of the Settlement Class and eligible to receive money.

**Note:** you are **not** a member of the Settlement Class if:

- You purchased only other types of fuel, including diesel, propane, or natural gas;
- You re-sold the Gasoline you purchased;
- You are an individual who resided in California when you purchased Gasoline in California. Note: if you are an individual who purchased gasoline in California between February 20, 2015, and November 10, 2015, while residing in the State, a settlement in another case may impact your rights. You can learn more at:

[www.CalGasLitigation.com](http://www.CalGasLitigation.com).

- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies;
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

## What if I'm still not sure if I'm included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may contact the Settlement Administrator by calling 1-877-634-7163 or emailing [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com). Please do not contact Defendants or the Court.

## Deciding What to Do

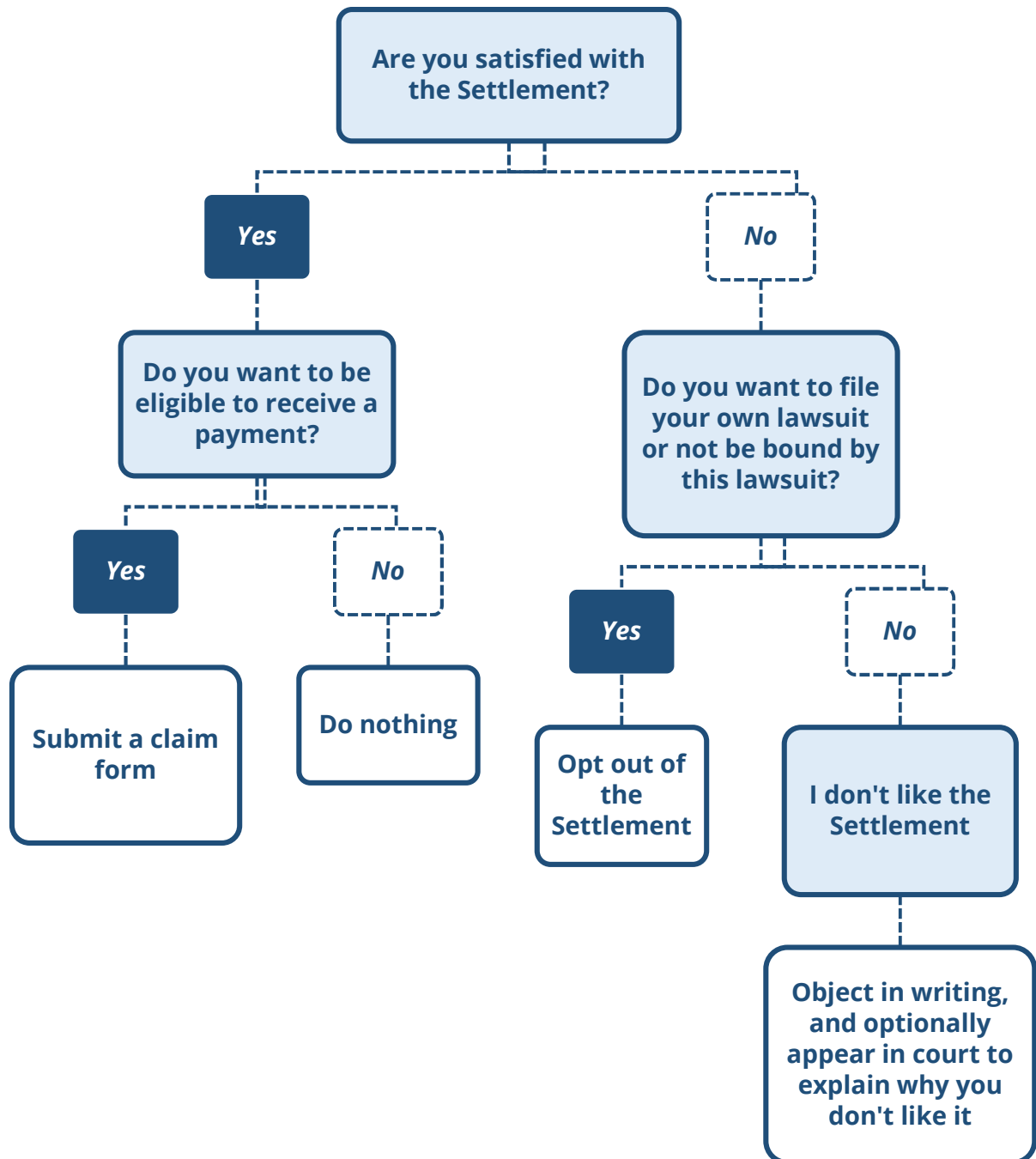
### How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. Objecting to the Settlement does not preclude you from submitting a claim, but opting out does. This chart shows the effects of each option:

	<b>Submit a Claim</b>	<b>Opt Out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I potentially receive settlement money if I . . .</b>	YES	NO	MAYBE <sup>1</sup>	NO
<b>Am I bound by the terms of this Settlement if I . . .</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO	NO

<sup>1</sup> If you object to the Settlement, and your objection is granted, the Court will deny final approval of the Settlement and you will not receive money from the Settlement. If the Settlement is approved despite your objection, you will receive money from the Settlement if you submit a valid claim.

Choose the best path for you:



## Submitting a Claim

### How do I get a payment if I am a Settlement Class Member?

If you want to be eligible to receive money, you must submit a completed claim form to the Settlement Administrator. To complete a claim form, you must provide identification and proof of purchase.

You can submit a claim form online, or either download a claim form at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) or request a paper copy from the Settlement Administrator and mail the completed form to the Settlement Administrator (contact details and address below).\*

**Claims submitted by third party filers will not be accepted.**

**The deadline to make a claim for a Settlement payment is [date].**

\*Individuals who submit a claim form online will not be able to elect to receive a payment by check. Both individuals and businesses who submit a paper claim form will receive any payment by check.

### How much will my payment be?

Each member of the Settlement Class who submits a valid claim form on time will get a cash award unless the award would amount to less than \$3.00.

The amount of your cash award depends, in part, on how much Gasoline you purchased and where, whether you are a business or a non-California resident, and where you purchased Gasoline how many others qualify for a cash recovery (i.e., the "Claims Rate"). If you purchased less than \$140.85 worth of Gasoline in Southern California or \$281.69 worth of Gasoline in Northern California between February 18, 2015 and May 31, 2017, your estimated damages (referred to as single damages in the Plan of Allocation) are less than \$3.00—the minimum payment threshold—and you are therefore highly unlikely to receive any cash award. Even if you purchased Gasoline in greater amounts, you are not guaranteed to receive a cash award, as payments may be less than estimated damages.

According to rough estimates, the *average* eligible **business** seeking recovery from the settlement may receive a cash award within the following ranges, assuming the Claims Rates below:

<u>Claims Rate</u>	<u>5%</u>	<u>10%</u>
<u>Payment</u>	<u>\$1,161.09</u>	<u>\$580.54</u>

According to rough estimates, the *average* eligible **non-California resident** seeking recovery from the settlement may receive a cash award within the following ranges, assuming the Claims Rates below:

<u>Claims Rate</u>	<u>1%</u>	<u>2%</u>	<u>3%</u>
<u>Payment</u>	<u>\$11.53</u>	<u>\$5.76</u>	<u>\$3.84</u>

For more information concerning how payments will be determined, please review the Plan of Allocation available at [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

## What do I give up by making a Settlement claim?

If the Settlement becomes final, you will be releasing the Defendant Releasees (defined above) from the claims identified in the Settlement Agreement. This means you will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against the Defendant Releasees about the same issues in this lawsuit.

For more information, please review the Settlement Agreement available at [www.CalGasLitigation.com](http://www.CalGasLitigation.com). Section 6 (pages 9-11) of the Settlement Agreement describes the released claims.

## Opting Out

### What if I don't want to be part of this Settlement?

You can opt out. If you do, you will not receive a payment and cannot object to the Settlement Agreement. However, you will not be bound or affected by anything that happens in this Settlement and may be able to file your own case.

### How do I opt out?

To opt out of the Settlement, you must submit the opt out form online, or either download an opt out form at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) or request a paper copy from the Settlement Administrator and mail the completed form to the Settlement Administrator at:

{CA Gas Settlement Administrator}  
Exclusions  
{Street address}  
{City, State, Zip Code}  
PO Box 301176  
Los Angeles, CA 90030-1176  
1-877-634-7163

Opt out forms must be submitted online or postmarked by [date] and must indicate your desire to be excluded from the Settlement Class.

You **must** include your full name, address, and telephone number, and if you are submitting on behalf of a business, additionally the name, address, and telephone number of the business. The form **must** also include your signature and if you are represented by counsel, your counsel's signature. And you **must** do so individually and separately; **no consolidated or group opt-outs will be accepted.**

# Objecting

## What if I disagree with the Settlement?

If you disagree with any part of the Settlement Agreement (including the lawyers' fees and expenses discussed below) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the Settlement and say whether your objection applies to just you, a part of the Settlement Class, or the entire Settlement Class. The Court will consider your views. The Court can only approve or deny the Settlement—it cannot change the terms of the Settlement Agreement. You may, but don't need to, hire your own lawyer to help you.

If the Court denies approval of the Settlement Agreement, none of the money in the Settlement will be paid to Settlement Class members and the lawsuit will continue against Defendants. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

To object, you **must** send a letter to the Court (and may, additionally, *also* send it to the Settlement Administrator) that:

- (1) is postmarked by [date];
- (2) includes the case name and number (*In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.))
- (3) includes your full name, address, and telephone number, and, if you have one, email address;
- (4) attaches proof of at least one eligible Gasoline purchase(s) in California between February 18, 2015 and May 31, 2017, to show you are a member of the Settlement Class;
- (5) clearly states the reasons for your objection, including any legal support;
- (6) includes copies of any papers, briefs, or other documents your objection is based on;
- (7) includes the name, address, email address, and telephone number of every attorney representing you;
- (8) says whether either you or your lawyer(s) intend to appear at the final approval hearing and if so, includes a list of all persons, if any, who will be called to testify in support of your objection;



(9) includes your signature, and if you are represented by counsel, your counsel's signature.

You **must** submit your objection to the Court (and may, additionally, *also* submit it to the Settlement Administrator) by [date]:

<p>[CA Gas Settlement Administrator]                  [Street address]                  [City, State, Zip Code]                  PO Box 301176                  Los Angeles, CA 90030-1176                  1-877-634-7163</p>	<p>Office of the Clerk of Court                  U.S. District Court for the                  Northern District of                  California                  450 Golden Gate Avenue                  San Francisco, CA 94012</p>
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## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the Settlement Agreement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Defendant Releasees (defined above) about the same issues in this lawsuit. Please see the Settlement Agreement, which can be found at [www.CalGasLitigation.com](http://www.CalGasLitigation.com) for a full description of the claims and persons who will be released if this Settlement is approved.

## The Lawyers Representing You

### Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this Settlement, the lawyers below are seeking to be appointed Settlement Class Counsel to represent the Settlement Class.

<p>Dena C. Sharp  <b>Girard Sharp LLP</b>                  601 California Street, Suite 1400                  San Francisco, CA 94108                  Telephone: (415) 981-4800</p>	<p>Christopher L. Lebsack  <b>Hausfeld LLP</b>                  600 Montgomery Street, Suite 3200                  San Francisco, CA 94111                  Telephone: (415) 633-1908</p>
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Proposed Settlement Class Counsel will represent you as a member of the Settlement Class. Proposed Settlement Class Counsel **does not** represent you individually. If you want to be represented by your own lawyer, you may hire one at your own expense.

Proposed Settlement Class Counsel are experienced in handling similar cases against other companies.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and expenses will be paid from the Settlement Fund. **You will not have to pay proposed Settlement Class Counsel directly.**

To date, proposed Settlement Class Counsel have not been paid any money for their work or their expenses to litigate the case. To pay for their expenses and some of their time and risk in bringing this case without any guarantee of payment unless they were successful, proposed Settlement Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a reimbursement of no more than \$7,000,000 in litigation expenses incurred, as well as a payment of attorneys' fees of up to 30% of the net settlement fund. ~~Gross Settlement Amount (or \$4,179,000) in attorneys' fees plus no more than \$8,000,000 as reimbursement for expenses (including The net settlement fund represents the Gross Settlement Amount plus any interest accrued, minus the awarded litigation expenses, the awarded service awards (described below), and the costs of distributing this notice and administering the Settlement) (which are capped at \$1,000,000).~~

Settlement Class Counsel also plans to request a payment of up to \$3,000,000 in attorneys' fees from a settlement in a case pending in state court that is based on the same facts and covers individuals residing in California. Settlement Class Counsel's litigation efforts to date have been on behalf of both Settlement Class Members as well as the California residents covered by the settlement in this related state case. Settlement Class Counsel's additional request for attorneys' fees will not result in duplicative payments of fees, as Settlement Class Counsel's attorney time spent on the two cases well exceeds the maximum total amount of the two anticipated requests for fees. More information about this related settlement can be found at [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees and expenses even if you think the Settlement is fair, using the procedures described above.

Proposed Settlement Class Counsel will also ask the Court to approve a payment of \$5,000 to the three Settlement Class Representatives for the time and effort they contributed to the case (i.e., service awards). If approved by the Court, this will be paid from the Gross Settlement Amount.

### Should I get my own lawyer?

You are not required to hire your own lawyer to make a Settlement claim. Proposed Settlement Class Counsel work on your behalf if you are a member of the Settlement Class, but **do not** represent you individually. You may retain your own lawyer at your own expense. Your own lawyer may appear on your behalf in this lawsuit.

## Key Resources

### How do I get more information?

This notice is a summary of the Settlement. The complete Settlement Agreement with all its terms can be found on [www.CalGasLitigation.com](http://www.CalGasLitigation.com). To get a copy of the Settlement Agreement or get answers to your questions:

- contact proposed Settlement Class Counsel (information below)
- contact the Settlement Administrator at 1-877-634-7163 or [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com)
- visit the case website at [www.CalGasLitigation.com](http://www.CalGasLitigation.com)
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below)

Resource	Contact Information	
<b>Case website</b>	<a href="http://www.CalGasLitigation.com">www.CalGasLitigation.com</a>	
<b>Settlement Administrator</b>	<p>[CA Gas Settlement Administrator]  [Street address]  [City, State, Zip Code]  <u>PO Box 301176</u>  <u>Los Angeles, CA 90030-1176</u>  1-877-634-7163  classmemberinfo@CalGasLitigation.com</p>	
<b>Proposed Settlement Class Counsel</b>	Dena C. Sharp <b>Girard Sharp LLP</b> 601 California Street, Suite 1400 San Francisco, CA 94108 Telephone: (415) 981-4800	Christopher L. Lebsack <b>Hausfeld LLP</b> 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Telephone: (415) 633-1908
<b>Court (DO NOT CONTACT)</b>	United States District Court Northern District of California San Francisco Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	

# EXHIBIT 3

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

CASE NO. 3:20-cv-03131-JSC

This Document Relates to:  
All Class Actions

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 On May 30, 2024, Settlement Class Representatives<sup>1</sup> entered into a Settlement Agreement,  
2 on behalf of themselves and the proposed Settlement Class, to resolve claims asserted against Vitol  
3 Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., David Niemann,  
4 and certain additional Defendant Releasees involving the sale of Gasoline in the State of California.  
5 Settlement Class Representatives moved the Court for preliminary approval of the proposed class  
6 action settlement, the terms and conditions of which are set forth in the Settlement Agreement filed  
7 with the Court on July 1, 2024, Dkt. 601.

8 The Court has read and considered the Motion for Preliminary Approval (“Motion”) and all  
9 of the supporting documents, including the Settlement Agreement ( Dkt. 601-2, the proposed  
10 Notice Plan ( Dkts. 601-7 through 601-13), and the proposed Plan of Allocation (Dkt. 601-3).  
11 The Court finds that there are sufficient grounds to direct that notice of the Settlement Agreement  
12 be disseminated to the Settlement Class, and authorize the steps needed to determine whether the  
13 Settlement Agreement should be finally approved and the claims set forth in the Released Claims  
14 against Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., David  
15 Niemann, and additional Defendant Releasees dismissed.

16 Accordingly, it is **HEREBY ORDERED** that:

17 **I. Class Certification**

18 1. Based upon the Motion and other submissions of the Parties, the Court finds that the  
19 Settlement Class is likely to be certified for settlement purposes. The Settlement Class is defined as:  
20 “(a) natural persons who, at the time of purchase, were not residents of the State of California, and  
21 (b) all Persons that are not natural persons, wherever located, that: (i) purchased Gasoline from a  
22 retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) from  
23 February 18, 2015, through May 31, 2017. Excluded from the Settlement Class are: (a) the  
24 California Attorney General, bringing suit in the name of the People of the State of California,  
25 including in his role as \_\_\_\_\_ for natural persons residing in the State of California, as  
26 pleaded in the complaint in the People’s Action; (b) Defendants; (c) officers, directors, employees,

27 \_\_\_\_\_  
28 <sup>1</sup> The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement and the Motion for Preliminary Approval except as otherwise noted.

1 legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated  
2 companies of Defendants; (d) Settlement Class Counsel and their respective partners and  
3 employees; (e) the Court and other judicial officers, their immediate family members, and  
4 associated court staff assigned to the Action and the People’s Action; and (f) those individuals who  
5 timely and validly exclude themselves from the Settlement Class.

6 2. The Court preliminarily finds as follows, for purposes of settlement:

7 a. Members of the Settlement Class are so numerous as to make joinder  
8 impracticable. The Settlement Class includes California businesses and non-California natural  
9 persons who purchased gasoline in California between February 18, 2015 and May 31, 2017.  
10 Common sense and economic analysis confirm that the number of proposed Settlement Class  
11 Members well exceeds 40 persons throughout the class period.

12 b. There are questions of law and fact common to the Settlement Class. This  
13 case presents numerous common questions of fact and law that relate to the Defendants’ allegedly  
14 anticompetitive conduct, including whether the Defendants entered into a combination of capital,  
15 skill, or other acts that increased the price of California gasoline.

16 , 985 F. Supp. 2d 1167, 1180 (N.D. Cal. 2013) (citing  
17 , 564 U.S. 338, 350 (2011)) (“Antitrust liability alone constitutes a common question that  
18 will resolve an issue that is central to the validity’ of each class member’s claim in one stroke”  
19 because proof of the violation “ will focus on defendants’ conduct and not on the conduct of  
20 individual class members.”)

21 c. Common questions predominate over any questions affecting only individual  
22 Settlement Class Members for purposes of the Settlement Agreement because the Defendants’  
23 conduct—i.e. whether it was illegal and what impact it had on retail gasoline prices paid by class  
24 members—will drive the litigation. , 121 Cal. App. 4th 402, 411 (2004)  
25 (collecting cases) (“ C ommon issues usually predominate in cases where the defendants are alleged  
26 to have engaged in collusive, anticompetitive conduct resulting in artificially high market-wide  
27 prices for a product.”).



1           d.       Settlement Class Representatives' claims and the defenses thereto are typical  
2 of the claims of the Settlement Class Members and the attendant defenses for purposes of the  
3 Settlement Agreement. The Settlement Class Representatives' claims and those of Settlement Class  
4 Members are based on the same legal theory (price-fixing through manipulation of the benchmark  
5 price for Gasoline in California) and injury (overcharges on retail purchases of Gasoline).

6           e.       Settlement Class Representatives and Settlement Class Counsel have fairly  
7 and adequately protected the interests of the Settlement Class Members in this action with respect to  
8 the Settlement Agreement and will continue to do so. Each Settlement Class Representative has the  
9 same goal as Settlement Class Members ( , holding Defendants accountable for their alleged  
10 price-fixing conduct). Settlement Class Representatives' interests are aligned with, and not in  
11 conflict with, those of Settlement Class Members. The record reflects that Settlement Class  
12 Representatives have dedicated substantial time and effort to this litigation by working with  
13 Settlement Class Counsel; reviewing pleadings; responding to discovery; searching for, collecting,  
14 and producing documents; and preparing to sit for depositions, among other things. They have been  
15 represented by Settlement Class Counsel, which have vigorously litigated this action and are  
16 experienced antitrust litigators.

17           f.       A class action is superior to other available methods for fairly and efficiently  
18 resolving Settlement Class Members' claims.

19           3.       The Court finds, for the reasons stated in the Motion, that the Settlement Class is  
20 likely to be certified for the purposes of settlement. Settlement Class Representatives are  
21 conditionally appointed to represent the Settlement Class. The Court conditionally appoints Dena C.  
22 Sharp of Girard Sharp LLP and Christopher L. Lebsack of Hausfeld LLP as Settlement Class  
23 Counsel.

24 **II.    Settlement Approval**

25           4.       The proposed Settlement Agreement, including the proposed Plan of Allocation, is  
26 preliminarily approved as likely to be finally approved under Federal Rule of Civil Procedure  
27 23(e)(2) and as meriting notice to the Settlement Class for its consideration. This determination is  
28 not a final finding that the Settlement Agreement or Plan of Allocation are fair, reasonable, and

1 adequate, but it is a determination that good cause exists to disseminate notice to Settlement Class  
2 Members in accordance with the Notice Plan and to hold a Final Approval Hearing of the proposed  
3 Settlement Agreement and Plan of Allocation.

4 5. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as  
5 follows:

- 6 a. Settlement Class Representatives and Settlement Class Counsel have  
7 adequately represented the Settlement Class.
- 8 b. The Settlement Agreement was negotiated at arm's length with the assistance  
9 of Hon. Layn R. Phillips, a well-respected and experienced private mediator.
- 10 c. The monetary relief provided to the Settlement Class is adequate given the  
11 risks, delay, and uncertainty of continued litigation and trial, the effectiveness  
12 of the proposed method of distributing relief to the Settlement Class, the  
13 terms of the proposed award of attorney's fees, and any agreement required  
14 to be identified under Rule 23(e)(3).
- 15 d. The Settlement Agreement and Plan of Allocation treat all Settlement Class  
16 Members equitably relative to each other given the strength of their claims.
- 17 e. The scope of the Released Claims is consistent with the claims pled in the  
18 class action complaint, and specifically excludes from the Settlement Class  
19 Released Claims any claims brought by the California Attorney General on  
20 behalf of natural persons residing in the State of California that were settled  
21 in the People's Action.

22 **III. Settlement Administration**

23 6. The Court approves the proposed Notice Plan, including the form, method, and  
24 content of the proposed notices, as well as the proposed claim forms. The claim forms and notices  
25 are written in plain language, are easy to comprehend, and comply with the requirements of the Due  
26 Process Clause of the United States Constitution, Rule 23, and any other applicable law.

27 7. The Court appoints Verita Global, LLC ("Verita") f/k/a KCC Class Action Services,  
28 LLC as the Settlement Administrator.

1           8.       Responsibility regarding Settlement Administration, including implementing the  
2 Notice Plan, processing of claim forms, making payments under the Plan of Allocation, and any  
3 other related tasks assigned to the Settlement Administrator under the Settlement Agreement or as  
4 this Court may order, shall be performed by the Settlement Administrator, subject to the oversight  
5 of Settlement Class Counsel and this Court as described in the Settlement Agreement. No  
6 distributions shall be made from the Settlement Fund, or any account holding the Settlement Fund,  
7 absent the express authorization of Settlement Class Counsel.

8           9.       The Court appoints Huntington National Bank as the escrow agent to maintain the  
9 Settlement Fund, which the Court establishes as a “qualified settlement fund” within the meaning of  
10 Treasury Regulation Section 1.468B-1. The Settlement Fund shall remain subject to the continuing  
11 jurisdiction of the Court.

12          10.       The Court authorizes the payment of up to \$500,000 for notice and settlement  
13 administration costs prior to entry of Final Approval.

14          11.       Prior to any payments being made for notice and settlement administration costs,  
15 Settlement Class Counsel shall review the billing records and payments shall only be made as  
16 reimbursement for costs that were previously authorized and already incurred.

17          12.       Pursuant to Rule 23(e)(2) and 28 U.S.C. 1715(d), a Final Approval Hearing shall  
18 be held on the date set forth below, before the undersigned at the Phillip Burton Federal Building  
19 and U.S. Courthouse, Courtroom 8, 19<sup>th</sup> Floor, 450 Golden Gate Ave, San Francisco, CA 94102, for  
20 the purpose of finally determining whether (a) the Settlement Class should be certified for  
21 settlement purposes under Federal Rule of Civil Procedure 23(a) and (b)(3); (b) the Settlement  
22 Agreement and Plan of Allocation should receive final approval as fair, reasonable, adequate, and in  
23 the best interests of the Settlement Class in light of any objections presented by Settlement Class  
24 Members and the Parties’ responses to any such objections; (c) the applications of Settlement Class  
25 Counsel for the payment of attorneys’ fees and expenses and the payment of a service award to each  
26 Settlement Class Representative are reasonable and should be approved, and (d) the Court should  
27 enter final judgment and dismiss Settlement Class Members’ claims, as provided in the Settlement  
28

1 Agreement. The Final Approval Hearing may be postponed, adjourned, or continued by further  
2 order of this Court.

3 13. Together with the motion for Final Approval of the Settlement Agreement, the  
4 Settlement Administrator shall provide a declaration attesting to its compliance with the obligations  
5 set forth herein and the terms of the Notice Plan by the deadline set forth below.

6 14. Each Settlement Class Member who wishes to be excluded from the Settlement  
7 Class must submit to the Settlement Administrator a written statement requesting exclusion from  
8 the Settlement. Such requests for exclusion must be made by submitting the online form on the  
9 settlement website or by mailing a valid exclusion request to the address specified in the Long-Form  
10 Notice. Such requests for exclusion must be submitted online or postmarked by the deadline set  
11 forth below. To be effective, the request for exclusion must:

- 12 a. Include the Settlement Class Member's full name, address, and telephone  
13 number in case of a natural person, and the claimant's full name, address, and  
14 telephone number as well as the Settlement Class Member's business name,  
15 address, and telephone number in case of a business;
- 16 b. Explicitly and unambiguously state his or her desire to be excluded from the  
17 Settlement Class; and
- 18 c. Be individually and personally signed by the Settlement Class Member (if the  
19 Class Member is represented by counsel, it must also be signed by such  
20 counsel); no consolidated or group opt-outs will be accepted.

21 15. Any Settlement Class Member who fails to submit a timely and valid written request  
22 for exclusion consistent with this Order shall be deemed to be a member of the Settlement Class (if  
23 finally approved) and as such shall be bound by all terms of the Settlement Agreement and orders of  
24 this Court pertaining to the Settlement Class.

25 16. Any Settlement Class Member who elects to be excluded shall not receive any  
26 benefits of the Settlement Agreement, shall not be bound by the terms of the Settlement Agreement  
27 or any Final Approval Order, and shall not have standing to object to the Settlement Agreement.  
28

1 17. Any Settlement Class Member wishing to make a claim must submit a Claim Form  
2 to the Settlement Administrator, pursuant to the instructions provided in the notice distributed to the  
3 Settlement Class. Claim Forms must be submitted (if electronic) or postmarked (if mailed) no later  
4 than the deadline set forth below. Claims submitted by third party filers are not permitted.

5 18. Any Settlement Class Member who does not submit a valid and timely request for  
6 exclusion may submit an objection to the Settlement Agreement. Any Settlement Class Member  
7 who intends to object to the Settlement Agreement (including any request for attorneys' fees,  
8 expenses, or service awards) must submit a written notice of objections to the Clerk of the Court,  
9 and may additionally submit it to the Settlement Administrator. Objections are valid only  
10 if postmarked before the deadline set forth below. Objections must be individually and personally  
11 signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel,  
12 the objection additionally must be signed by such counsel), and must include:

- 13 a. The case name and number (  
14 , Case No. 3:20-CV-03131-JSC).
- 15 b. The objecting Settlement Class Member's full name, address, and telephone  
16 number, and, if available, email address;
- 17 c. Proof of at least one eligible Gasoline purchase in California between  
18 February 18, 2015 and May 31, 2017, to show the objector is a member of  
19 the Settlement Class;
- 20 d. A written statement of all grounds for the objection, accompanied by any  
21 legal support for the objection;
- 22 e. Copies of any papers, briefs, or other documents upon which the objection is  
23 based;
- 24 f. The name, address, email address, and telephone number of every attorney  
25 representing the objector; and
- 26 g. A statement indicating whether the objector and/or his or her counsel intends  
27 to appear at the Final Approval Hearing and, if so, a list of all persons, if any,  
28 who will be called to testify in support of the objection.

1           19.     The Settlement Administrator shall provide in writing to Defense Counsel and  
2 Settlement Class Counsel the names of those Settlement Class Members who have requested  
3 exclusion from the Settlement Class in a valid and timely manner and, if available, who have  
4 objected to the Settlement in a valid and timely manner, and Settlement Class Counsel shall file a  
5 list of the persons who requested to be excluded from the Settlement Class and any objections (with  
6 supporting documentation) to the Settlement by the deadline set forth below.

7           20.     Settlement Class Representatives and Settlement Class Counsel shall file a motion  
8 for Final Approval of the Settlement Agreement, any motion for attorneys' fees, expenses, and  
9 service awards, and any replies in support of Final Approval and the fees and expenses motion in  
10 response to any timely and valid objections by the deadlines set forth below. Such materials shall be  
11 served on any Settlement Class Member (or their counsel, if represented by counsel) whose  
12 objection is addressed in the Final Approval briefing. Copies of the motions shall be made available  
13 on the settlement website.

14           21.     Following the Final Approval Hearing, and based upon the entire record in this  
15 matter, the Court will decide whether the Settlement Agreement should be finally approved and, if  
16 so, whether any attorneys' fees and expenses should be awarded to Settlement Class Counsel, and  
17 whether service awards should be awarded to Settlement Class Representatives.

18           22.     If the Court determines the Settlement Agreement is reasonable, fair, and adequate,  
19 the Court will issue a Final Order and Judgment.

20           23.     Pending final determination of whether the Settlement Agreement should be  
21 approved, Settlement Class Representatives and each Settlement Class Member, and any person  
22 purportedly acting on behalf of any Settlement Class Member(s), are hereby enjoined from  
23 pursuing, maintaining, enforcing, or proceeding, either directly or indirectly, any Settlement Class  
24 Released Claims in any judicial, administrative, arbitral, or other forum, against any of the  
25 Defendant Releasees, provided that this injunction shall not apply to the claims of Settlement Class  
26 Members who have timely and validly requested to be excluded from the Settlement Class. This  
27 injunction will remain in force until the Effective Date or until such time as the Parties notify the  
28 Court that the Settlement Agreement has been terminated. This injunction is necessary to protect

1 and effectuate the Settlement Agreement, this Order, and this Court’s authority regarding the  
 2 Settlement Agreement, and is ordered in aid of this Court’s jurisdiction and to protect its judgments.

3 24. In the event that the proposed Settlement Agreement is not finally approved by the  
 4 Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant  
 5 to its terms, this Order and all orders entered in connection herewith shall be of no further force and  
 6 effect, and shall not be relied upon for any purposes whatsoever in this litigation or in any other  
 7 case or controversy, and the Settlement Agreement and all negotiations and proceedings directly  
 8 related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties,  
 9 who shall be restored to their respective positions as of the date and time immediately preceding the  
 10 execution of the Settlement Agreement.

11 25. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in  
 12 connection with the administration of the Settlement Agreement which are not materially  
 13 inconsistent with either this Order or the terms of the Settlement Agreement.

14 26. The following deadlines shall apply, and shall start to run either when this order is  
 15 entered or when a preliminary approval order is entered in the People’s Action, whichever is later.  
 16 Within three business days of that trigger date, Settlement Class Representatives shall file a notice  
 17 setting specific calendar dates for each of the deadlines set forth below. If no order has been entered  
 18 in the People’s Action within 60 days of entry of this order, Settlement Class Counsel shall file a  
 19 status report explaining the status and recommending an appropriate course of action.

Event	Days After Entry of This Order or an Order in the People’s Action*	Incremental Calendar days / weeks
Deadline for Settlement Class Representatives to file a notice setting calendar dates for the deadlines contained herein	3 business days	
Defendants shall cause payment of the Gross Settlement Amount to the Settlement Account	15 business days after this Order	
Notice Period Commences	28	

Event	Days After Entry of This Order or an Order in the People's Action*	Incremental Calendar days / weeks
Notice Period Concludes	91	63 / 9
Motion for Final Approval Deadline (including Settlement Administration Declaration on notice)	105	14 / 2
Attorneys' Fee and Expense Application Deadline	105	-
Claims Filing Deadline	126	21 / 3
Opt-Out Deadline	126	-
Objection Deadline	126	-
Deadline for Settlement Class Counsel to file information concerning timely filed opt out requests and objections	140	14 / 2
Replies in support of Final Approval and Fee and Expense Application Deadline (addressing any timely and valid objections)	147	7 / 1
Final Approval Hearing	To be Determined by the Court	

Calendar days unless otherwise noted

Dated: \_\_\_\_\_, 2024

Hon. Jacqueline S. Corley  
U.S. District Court Judge



# EXHIBIT 4

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

CASE NO. 3:20-cv-03131-JSC

This Document Relates to:  
All Class Actions

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 On May 30, 2024, Settlement Class Representatives<sup>1</sup> entered into a Settlement Agreement,  
2 on behalf of themselves and the proposed Settlement Class, to resolve claims asserted against Vitol  
3 Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., David Niemann,  
4 and certain additional Defendant Releasees involving the sale of Gasoline in the State of California.  
5 Settlement Class Representatives moved the Court for preliminary approval of the proposed class  
6 action settlement, the terms and conditions of which are set forth in the Settlement Agreement filed  
7 with the Court on July 1, 2024, Dkt. 601.

8 The Court has read and considered the Motion for Preliminary Approval (“Motion”) and all  
9 of the supporting documents, including the Settlement Agreement ( Dkt. 601-2, the proposed  
10 Notice Plan ( Dkts. 601-7 through 601-13), and the proposed Plan of Allocation (Dkt. 601-3).  
11 The Court finds that there are sufficient grounds to direct that notice of the Settlement Agreement  
12 be disseminated to the Settlement Class, and authorize the steps needed to determine whether the  
13 Settlement Agreement should be finally approved and the claims set forth in the Released Claims  
14 against Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., David  
15 Niemann, and additional Defendant Releasees dismissed.

16 Accordingly, it is **HEREBY ORDERED** that:

17 **I. Class Certification**

18 1. Based upon the Motion and other submissions of the Parties, the Court finds that the  
19 Settlement Class is likely to be certified for settlement purposes. The Settlement Class is defined as:  
20 “(a) natural persons who, at the time of purchase, were not residents of the State of California, and  
21 (b) all Persons that are not natural persons, wherever located, that: (i) purchased Gasoline from a  
22 retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) from  
23 February 18, 2015, through May 31, 2017. Excluded from the Settlement Class are: (a) the  
24 California Attorney General, bringing suit in the name of the People of the State of California,  
25 including in his role as \_\_\_\_\_ for natural persons residing in the State of California, as  
26 pleaded in the complaint in the People’s Action; (b) Defendants; (c) officers, directors, employees,

27 \_\_\_\_\_  
28 <sup>1</sup> The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement and the Motion for Preliminary Approval except as otherwise noted.

1 legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated  
2 companies of Defendants; (d) Settlement Class Counsel and their respective partners and  
3 employees; (e) the Court and other judicial officers, their immediate family members, and  
4 associated court staff assigned to the Action and the People’s Action; and (f) those individuals who  
5 timely and validly exclude themselves from the Settlement Class.

6 2. The Court preliminarily finds as follows, for purposes of settlement:

7 a. Members of the Settlement Class are so numerous as to make joinder  
8 impracticable. The Settlement Class includes California businesses and non-California natural  
9 persons who purchased gasoline in California between February 18, 2015 and May 31, 2017.  
10 Common sense and economic analysis confirm that the number of proposed Settlement Class  
11 Members well exceeds 40 persons throughout the class period.

12 b. There are questions of law and fact common to the Settlement Class. This  
13 case presents numerous common questions of fact and law that relate to the Defendants’ allegedly  
14 anticompetitive conduct, including whether the Defendants entered into a combination of capital,  
15 skill, or other acts that increased the price of California gasoline.

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18 will resolve an issue that is central to the validity’ of each class member’s claim in one stroke”  
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20 individual class members.”)

21 c. Common questions predominate over any questions affecting only individual  
22 Settlement Class Members for purposes of the Settlement Agreement because the Defendants’  
23 conduct—i.e. whether it was illegal and what impact it had on retail gasoline prices paid by class  
24 members—will drive the litigation. , 121 Cal. App. 4th 402, 411 (2004)  
25 (collecting cases) (“ C ommon issues usually predominate in cases where the defendants are alleged  
26 to have engaged in collusive, anticompetitive conduct resulting in artificially high market-wide  
27 prices for a product.”).

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1           d.       Settlement Class Representatives' claims and the defenses thereto are typical  
2 of the claims of the Settlement Class Members and the attendant defenses for purposes of the  
3 Settlement Agreement. The Settlement Class Representatives' claims and those of Settlement Class  
4 Members are based on the same legal theory (price-fixing through manipulation of the benchmark  
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7 and adequately protected the interests of the Settlement Class Members in this action with respect to  
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9 same goal as Settlement Class Members ( , holding Defendants accountable for their alleged  
10 price-fixing conduct). Settlement Class Representatives' interests are aligned with, and not in  
11 conflict with, those of Settlement Class Members. The record reflects that Settlement Class  
12 Representatives have dedicated substantial time and effort to this litigation by working with  
13 Settlement Class Counsel; reviewing pleadings; responding to discovery; searching for, collecting,  
14 and producing documents; and preparing to sit for depositions, among other things. They have been  
15 represented by Settlement Class Counsel, which have vigorously litigated this action and are  
16 experienced antitrust litigators.

17           f.       A class action is superior to other available methods for fairly and efficiently  
18 resolving Settlement Class Members' claims.

19           3.       The Court finds, for the reasons stated in the Motion, that the Settlement Class is  
20 likely to be certified for the purposes of settlement. Settlement Class Representatives are  
21 conditionally appointed to represent the Settlement Class. The Court conditionally appoints Dena C.  
22 Sharp of Girard Sharp LLP and Christopher L. Lebsack of Hausfeld LLP as Settlement Class  
23 Counsel.

24 **II.    Settlement Approval**

25           4.       The proposed Settlement Agreement, including the proposed Plan of Allocation, is  
26 preliminarily approved as likely to be finally approved under Federal Rule of Civil Procedure  
27 23(e)(2) and as meriting notice to the Settlement Class for its consideration. This determination is  
28 not a final finding that the Settlement Agreement or Plan of Allocation are fair, reasonable, and

1 adequate, but it is a determination that good cause exists to disseminate notice to Settlement Class  
2 Members in accordance with the Notice Plan and to hold a Final Approval Hearing of the proposed  
3 Settlement Agreement and Plan of Allocation.

4 5. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as  
5 follows:

- 6 a. Settlement Class Representatives and Settlement Class Counsel have  
7 adequately represented the Settlement Class.
- 8 b. The Settlement Agreement was negotiated at arm's length with the assistance  
9 of Hon. Layn R. Phillips, a well-respected and experienced private mediator.
- 10 c. The monetary relief provided to the Settlement Class is adequate given the  
11 risks, delay, and uncertainty of continued litigation and trial, the effectiveness  
12 of the proposed method of distributing relief to the Settlement Class, the  
13 terms of the proposed award of attorney's fees, and any agreement required  
14 to be identified under Rule 23(e)(3).
- 15 d. The Settlement Agreement and Plan of Allocation treat all Settlement Class  
16 Members equitably relative to each other given the strength of their claims.
- 17 e. The scope of the Released Claims is consistent with the claims pled in the  
18 class action complaint, and specifically excludes from the Settlement Class  
19 Released Claims any claims brought by the California Attorney General on  
20 behalf of natural persons residing in the State of California that were settled  
21 in the People's Action.

22 **III. Settlement Administration**

23 6. The Court approves the proposed Notice Plan, including the form, method, and  
24 content of the proposed notices, as well as the proposed claim forms. The claim forms and notices  
25 are written in plain language, are easy to comprehend, and comply with the requirements of the Due  
26 Process Clause of the United States Constitution, Rule 23, and any other applicable law.

27 7. The Court appoints Verita Global, LLC ("Verita") f/k/a KCC Class Action Services,  
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11 jurisdiction of the Court.

12          10.       The Court authorizes the payment of up to \$500,000 for notice and settlement  
13 administration costs prior to entry of Final Approval.

14          11.       Prior to any payments being made for notice and settlement administration costs,  
15 Settlement Class Counsel shall review the billing records and payments shall only be made as  
16 reimbursement for costs that were previously authorized and already incurred.

17          12.       Pursuant to Rule 23(e)(2) and 28 U.S.C. 1715(d), a Final Approval Hearing shall  
18 be held on the date set forth below, before the undersigned at the Phillip Burton Federal Building  
19 and U.S. Courthouse, Courtroom 8, 19<sup>th</sup> Floor, 450 Golden Gate Ave, San Francisco, CA 94102, for  
20 the purpose of finally determining whether (a) the Settlement Class should be certified for  
21 settlement purposes under Federal Rule of Civil Procedure 23(a) and (b)(3); (b) the Settlement  
22 Agreement and Plan of Allocation should receive final approval as fair, reasonable, adequate, and in  
23 the best interests of the Settlement Class in light of any objections presented by Settlement Class  
24 Members and the Parties’ responses to any such objections; (c) the applications of Settlement Class  
25 Counsel for the payment of attorneys’ fees and expenses and the payment of a service award to each  
26 Settlement Class Representative are reasonable and should be approved, and (d) the Court should  
27 enter final judgment and dismiss Settlement Class Members’ claims, as provided in the Settlement  
28

1 Agreement. The Final Approval Hearing may be postponed, adjourned, or continued by further  
2 order of this Court.

3 13. Together with the motion for Final Approval of the Settlement Agreement, the  
4 Settlement Administrator shall provide a declaration attesting to its compliance with the obligations  
5 set forth herein and the terms of the Notice Plan by the deadline set forth below.

6 14. Each Settlement Class Member who wishes to be excluded from the Settlement  
7 Class must submit to the Settlement Administrator a written statement requesting exclusion from  
8 the Settlement. Such requests for exclusion must be made by submitting the online form on the  
9 settlement website or by mailing a valid exclusion request to the address specified in the Long-Form  
10 Notice. Such requests for exclusion must be submitted online or postmarked by the deadline set  
11 forth below. To be effective, the request for exclusion must:

- 12 a. Include the Settlement Class Member's full name, address, and telephone  
13 number in case of a natural person, and the claimant's full name, address, and  
14 telephone number as well as the Settlement Class Member's business name,  
15 address, and telephone number in case of a business;
- 16 b. Explicitly and unambiguously state his or her desire to be excluded from the  
17 Settlement Class; and
- 18 c. Be individually and personally signed by the Settlement Class Member (if the  
19 Class Member is represented by counsel, it must also be signed by such  
20 counsel); no consolidated or group opt-outs will be accepted.

21 15. Any Settlement Class Member who fails to submit a timely and valid written request  
22 for exclusion consistent with this Order shall be deemed to be a member of the Settlement Class (if  
23 finally approved) and as such shall be bound by all terms of the Settlement Agreement and orders of  
24 this Court pertaining to the Settlement Class.

25 16. Any Settlement Class Member who elects to be excluded shall not receive any  
26 benefits of the Settlement Agreement, shall not be bound by the terms of the Settlement Agreement  
27 or any Final Approval Order, and shall not have standing to object to the Settlement Agreement.  
28



1 17. Any Settlement Class Member wishing to make a claim must submit a Claim Form  
2 to the Settlement Administrator, pursuant to the instructions provided in the notice distributed to the  
3 Settlement Class. Claim Forms must be submitted (if electronic) or postmarked (if mailed) no later  
4 than the deadline set forth below. Claims submitted by third party filers are not permitted.

5 18. Any Settlement Class Member who does not submit a valid and timely request for  
6 exclusion may submit an objection to the Settlement Agreement. Any Settlement Class Member  
7 who intends to object to the Settlement Agreement (including any request for attorneys' fees,  
8 expenses, or service awards) must submit a written notice of objections to the Clerk of the Court,  
9 and may additionally submit it to the Settlement Administrator. Objections are valid only  
10 if postmarked before the deadline set forth below. Objections must be individually and personally  
11 signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel,  
12 the objection additionally must be signed by such counsel), and must include:

- 13 a. The case name and number (  
14 , Case No. 3:20-CV-03131-JSC).
- 15 b. The objecting Settlement Class Member's full name, address, and telephone  
16 number, and, if available, email address;
- 17 c. Proof of at least one eligible Gasoline purchases in California between  
18 February 18, 2015 and May 31, 2017, to show the objector is a member of  
19 the Settlement Class;
- 20 d. A written statement of all grounds for the objection, accompanied by any  
21 legal support for the objection;
- 22 e. Copies of any papers, briefs, or other documents upon which the objection is  
23 based;
- 24 f. The name, address, email address, and telephone number of every attorney  
25 representing the objector; and
- 26 g. A statement indicating whether the objector and/or his or her counsel intends  
27 to appear at the Final Approval Hearing and, if so, a list of all persons, if any,  
28 who will be called to testify in support of the objection.

1           19.     The Settlement Administrator shall provide in writing to Defense Counsel and  
2 Settlement Class Counsel the names of those Settlement Class Members who have requested  
3 exclusion from the Settlement Class in a valid and timely manner and, if available, who have  
4 objected to the Settlement in a valid and timely manner, and Settlement Class Counsel shall file a  
5 list of the persons who requested to be excluded from the Settlement Class and any objections (with  
6 supporting documentation) to the Settlement by the deadline set forth below.

7           20.     Settlement Class Representatives and Settlement Class Counsel shall file a motion  
8 for Final Approval of the Settlement Agreement, any motion for attorneys' fees, expenses, and  
9 service awards, and any replies in support of Final Approval and the fees and expenses motion in  
10 response to any timely and valid objections by the deadlines set forth below. Such materials shall be  
11 served on any Settlement Class Member (or their counsel, if represented by counsel) whose  
12 objection is addressed in the Final Approval briefing. Copies of the motions shall be made available  
13 on the settlement website.

14           21.     Following the Final Approval Hearing, and based upon the entire record in this  
15 matter, the Court will decide whether the Settlement Agreement should be finally approved and, if  
16 so, whether any attorneys' fees and expenses should be awarded to Settlement Class Counsel, and  
17 whether service awards should be awarded to Settlement Class Representatives.

18           22.     If the Court determines the Settlement Agreement is reasonable, fair, and adequate,  
19 the Court will issue a Final Order and Judgment.

20           23.     Pending final determination of whether the Settlement Agreement should be  
21 approved, Settlement Class Representatives and each Settlement Class Member, and any person  
22 purportedly acting on behalf of any Settlement Class Member(s), are hereby enjoined from  
23 pursuing, maintaining, enforcing, or proceeding, either directly or indirectly, any Settlement Class  
24 Released Claims in any judicial, administrative, arbitral, or other forum, against any of the  
25 Defendant Releasees, provided that this injunction shall not apply to the claims of Settlement Class  
26 Members who have timely and validly requested to be excluded from the Settlement Class. This  
27 injunction will remain in force until the Effective Date or until such time as the Parties notify the  
28 Court that the Settlement Agreement has been terminated. This injunction is necessary to protect

1 and effectuate the Settlement Agreement, this Order, and this Court’s authority regarding the  
 2 Settlement Agreement, and is ordered in aid of this Court’s jurisdiction and to protect its judgments.

3 24. In the event that the proposed Settlement Agreement is not finally approved by the  
 4 Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant  
 5 to its terms, this Order and all orders entered in connection herewith shall be of no further force and  
 6 effect, and shall not be relied upon for any purposes whatsoever in this litigation or in any other  
 7 case or controversy, and the Settlement Agreement and all negotiations and proceedings directly  
 8 related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties,  
 9 who shall be restored to their respective positions as of the date and time immediately preceding the  
 10 execution of the Settlement Agreement.

11 25. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in  
 12 connection with the administration of the Settlement Agreement which are not materially  
 13 inconsistent with either this Order or the terms of the Settlement Agreement.

14 26. The following deadlines shall apply, and shall start to run either when this order is  
 15 entered or when a preliminary approval order is entered in the People’s Action, whichever is later.  
 16 Within three business days of that trigger date, Settlement Class Representatives shall file a notice  
 17 setting specific calendar dates for each of the deadlines set forth below. If no order has been entered  
 18 in the People’s Action within 60 days of entry of this order, Settlement Class Counsel shall file a  
 19 status report explaining the status and recommending an appropriate course of action.

<b>Event</b>	<b>Days After Entry of This Order or an Order in the People’s Action*</b>	<b>Incremental Calendar days / weeks</b>
Deadline for Settlement Class Representatives to file a notice setting calendar dates for the deadlines contained herein	3 business days	
Defendants shall cause payment of the Gross Settlement Amount to the Settlement Account	15 business days after this Order	
Notice Period Commences	28	

Event	Days After Entry of This Order or an Order in the People's Action*	Incremental Calendar days / weeks
Notice Period Concludes	91	63 / 9
Motion for Final Approval Deadline (including Settlement Administration Declaration on notice)	105	14 / 2
Attorneys' Fee and Expense Application Deadline	105	-
Claims Filing Deadline	126	21 / 3
Opt-Out Deadline	126	-
Objection Deadline	126	-
Deadline for Settlement Class Counsel to file information concerning timely filed opt out requests and objections	140	14 / 2
Replies in support of Final Approval and Fee and Expense Application Deadline (addressing any timely and valid objections)	147	7 / 1
Final Approval Hearing	To be Determined by the Court	

Calendar days unless otherwise noted

Dated: \_\_\_\_\_, 2024

Hon. Jacqueline S. Corley  
U.S. District Court Judge

# EXHIBIT 5

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

Case No. 3:20-cv-03131 JSC

**SUPPLEMENTAL DECLARATION OF  
CARLA A. PEAK  
IN SUPPORT OF SETTLEMENT  
NOTICE PLAN**

1 I, Carla A. Peak, declare as follows:

2 1. I have personal knowledge of the matters set forth herein, and if called as a witness  
3 I could and would testify competently to them.

4 2. This declaration supplements my prior declaration “Declaration of Carla A Peak in  
5 Support of Settlement Notice Plan” filed with the Court on August 1, 2024 (ECF No. 601-6). The  
6 purpose of this supplemental declaration is to provide the Court with information related to the  
7 estimated class size and claims rates.

8 3. The size of the business portion of the Class is estimated to be 60,623. This estimate  
9 is based upon the total number of mailing addresses available in a database of records indicating  
10 businesses located within the State of California with a fleet size of 10+ vehicles, as well as  
11 businesses in Arizona and Nevada counties neighboring California with a fleet size of 50+ vehicles.  
12 As noted in my prior declaration, this information will be purchased from a leading third-party list  
13 provider. This information is updated every Friday and therefore is subject to change slightly until  
14 the date of purchase.

15 4. The size of the non-California consumer portion of the Class is estimated to be  
16 5,388,673. This estimate is based upon an analysis of the U.S. Department of Transportation (DOT)  
17 2022 National Household Travel Survey<sup>1</sup> and U.S. Census Bureau population. This data provided  
18 information regarding the starting point of motor vehicle trips with a destination point located in  
19 the State of California. By focusing on the origination point of motor vehicle trips with a destination  
20 point in California, Verita was able to apply a geographic focus regarding where likely non-  
21 California consumers reside. Our analysis showed that approximately 82.9% of all vehicle trips  
22 from non-California travelers to California originated from Arizona, Nevada, Texas, Washington,  
23 Utah, Illinois, Colorado, New York, Oregon, and Florida.

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27 <sup>1</sup> U.S. Department of Transportation, Federal Highway Administration, National Household  
Travel Survey (<https://nhts.ornl.gov/>).

28

1           5.       Based on Verita’s experience, we expect approximately 5-10% of businesses to file  
2 a valid claim and approximately 1-3% of non-California consumers to file a valid claim.

3           6.       The estimated claims rates are based, in part, on the number of claims Verita has  
4 received in similar cases, the information required to submit a claim form, the fact that Class  
5 members are required to provide proof of purchase to support their claim, the amount of the net  
6 settlement fund allocated to each group, and the estimated amount of damages per group.

7           7.       It is important to note that multiple assumptions were used when calculating the  
8 estimated claims rates. The actual claims rates may vary and will not be known until the conclusion  
9 of the claims period.

10  
11           I, Carla A. Peak, declare under penalty of perjury that the foregoing is true and correct.  
12 Executed this 22nd day of August 2024, at Ocean City, New Jersey.

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16 Carla A. Peak  
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