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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

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IN RE CALIFORNIA GASOLINE SPOT
MARKET ANTITRUST LITIGATION

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

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This Document Relates to:
All Class Actions

**SETTLEMENT CLASS
REPRESENTATIVES' NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

16

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MOTION HEARING

19

DATE: August 8, 2024
TIME: 10:00 a.m.
LOCATION: San Francisco Courthouse,
Courtroom 8—19th Floor
450 Golden Gate Avenue,
San Francisco, CA 94102

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HON. JACQUELINE S. CORLEY

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1 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL**

2 **PLEASE TAKE NOTICE THAT** on August 8, 2024, at 10:00 a.m., or a date and time
3 convenient for the Honorable Jacqueline Scott Corley of the United States District Court for the
4 Northern District of California, San Francisco Division, located in Courtroom 8, 19th Floor at
5 450 Golden Gate Avenue, San Francisco, CA 94102, Settlement Class Representatives,¹ by and
6 through their undersigned counsel of record, will and hereby do move for entry of an order:

- 7 (1) preliminarily approving the proposed Settlement Agreement;
- 8 (2) finding that the following Settlement Class is likely to be certified for
9 settlement purposes: (a) natural persons who, at the time of purchase, were not
10 residents of the State of California, and (b) all Persons that are not natural
11 persons, wherever located, that: (i) purchased Gasoline from a retailer, (ii) for
12 their own use and not for resale, (iii) within the State of California, (iv) from
13 February 18, 2015, through May 31, 2017;²
- 14 (3) conditionally appointing Settlement Class Representatives to represent the
15 Settlement Class;
- 16 (4) conditionally appointing Dena C. Sharp of Girard Sharp LLP and Christopher
17 L. Lebsack of Hausfeld LLP as Settlement Class Counsel;
- 18 (5) preliminarily approving the proposed Plan of Allocation;
- 19 (6) approving and ordering the implementation of the proposed Notice Plan;
- 20 (7) appointing Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services,

21 _____
22 ¹ Settlement Class Representatives for the purposes of the proposed settlement are Fricke-Parks
23 Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc. Capitalized terms in this
24 Motion incorporate the defined terms from the Settlement Agreement.

25 ² Excluded from the Settlement Class are (a) the California Attorney General, bringing suit in the
26 name of the People of the State of California, including in his role as *parens patriae* for natural
27 persons residing in the State of California, as pleaded in the complaint in the People’s Action; (b)
28 the Settling Defendants or any other named defendant in the litigation; (c) officers, directors,
employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or
affiliated companies of the Settling Defendants or any other named defendant in the litigation; (d)
Class Counsel and their respective partners and employees; (e) the Court and other judicial
officers, their immediate family members, and associated court staff assigned to the Litigation;
and (f) those individuals who timely and validly exclude themselves from the Settlement Class.

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- LLC as the Settlement Administrator;
- (8) appointing Huntington National Bank as the escrow agent to maintain the Settlement Fund;
- (9) authorizing the payment of initial notice and settlement administration expenses; and
- (10) setting a schedule for final approval, including for a final approval hearing.

A copy of the [Proposed] Order Granting Preliminary Approval of Class Action Settlement is separately submitted with this Motion.

Settlement Class Representatives’ Motion is based on Federal Rule of Civil Procedure 23, the Northern District’s Procedural Guidance for Class Action Settlement (“District Guidelines”), this Notice of Motion, the supporting Memorandum of Points and Authorities, the Declaration of Dena C. Sharp, the Declaration of Carla A. Peak, the pleadings and papers on file in *In re California Gasoline Spot Market Antitrust Litigation*, No. 3:20-cv-03131-JSC (the “Litigation”), and any other matter this Court may take notice of.

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF ISSUES TO BE DECIDED

Whether the Court should grant preliminary approval of the Settlement Agreement and authorize notice to the Settlement Class.

II. INTRODUCTION

Settlement Class Representatives seek preliminary approval of a \$13,930,000 settlement with Defendants Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann—memorialized in the Settlement Agreement (Declaration of Dena C. Sharp, dated July 1,2024, attached as Exhibit 1 (“Sharp Decl.”), Ex. A (Settlement Agreement)). While this Litigation has been complex and challenging, the proposed settlement is simple: the Settlement Class, comprised of businesses and non-California natural persons that purchased Gasoline in California, receives a \$13,930,000 million, non-reversionary fund in exchange for releasing their claims in this Litigation. The Settlement Agreement, which is the result of months of mediation and arm’s-length negotiations between the parties, complements a separate settlement reached by the California Attorney General on behalf of natural persons who reside in the state of California, providing relief to a different category of gasoline purchasers.

Settlement Class Members will be eligible for payments from the Settlement Fund based on the amount they paid for Gasoline within the State of California during the relevant time period. The Notice Plan will advise Settlement Class Members of their rights and options. Payments will be distributed to Settlement Class Members in accordance with the proposed Plan of Allocation. The Settlement Agreement offers Settlement Class Members a streamlined claims process supervised by Settlement Class Counsel and an experienced Settlement Administrator. Attorneys’ fees, expenses, and service awards will be paid from the Settlement Fund in amounts subject to this Court’s discretion.

The Settlement Agreement meets all the criteria for approval under Federal Rule of Civil Procedure 23. The carefully negotiated Settlement Agreement is the product of extensive arm’s-length negotiations overseen by the Honorable Layn R. Phillips (Ret.), an experienced mediator,

1 and conducted by experienced attorneys familiar with the legal, factual, and procedural issues in
2 this case, including the complicated nature of modeling damages related to manipulation of
3 benchmark prices and unique aspects of the overlap with the California Attorney General’s
4 parallel action in state court (the “People’s Action”). The terms of the Settlement Agreement and
5 Plan of Allocation treat all Settlement Class Members equitably relative to each other and will
6 deliver significant relief. Settlement Class Representatives and Settlement Class Counsel believe
7 the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement
8 Class.

9 Settlement Class Representatives ask the Court to initiate the settlement approval process
10 by entering the proposed Preliminary Approval Order—preliminarily approving the Settlement
11 Agreement, finding that the Settlement Class is likely to be certified for settlement purposes,
12 conditionally appointing Settlement Class Representatives to represent the Settlement Class,
13 conditionally appointing Settlement Class Counsel, preliminarily approving the proposed Plan of
14 Allocation, approving and ordering the implementation of the proposed Notice Plan, appointing
15 Verita as the Settlement Administrator, appointing Huntington National Bank as the escrow agent
16 to maintain the Settlement Fund, authorizing the payment of initial notice and settlement
17 administration expenses, and setting a schedule for final approval, including for a final approval
18 hearing.

19 **III. PROCEDURAL HISTORY**

20 **A. Initial Filing, Related Actions, and Consolidation**

21 On May 6, 2020, the first proposed class action in this matter was filed against Vitol Inc.,
22 SK Energy Americas, Inc., and SK Trading International Co. Ltd. Case No. 3:20-cv-03131-JSC,
23 Dkt. 1 (N.D. Cal.). In the following days and weeks, multiple additional proposed class cases
24 were filed, which were related to this Court. Dkts. 20, 33, 42, 59, 60, 65-66, 70, 101-102, 105,
25 171-172. The class cases were filed on the heels of the California Attorney General’s filing of a
26 complaint against overlapping Defendants in San Francisco Superior Court—the People’s Action.
27 The Court appointed leadership in the class actions, and Plaintiffs filed a consolidated complaint
28

1 on September 24, 2020, on behalf of a class of all purchasers of gasoline in California during the
2 relevant time period. Dkt. 186.

3 Defendants filed a motion to dismiss for failure to state a claim upon which relief can be
4 granted and a lack of standing to seek injunctive relief. Dkt. 224. Defendant SK Trading
5 International Co. Ltd. further sought to dismiss the claims against it for lack of personal
6 jurisdiction and improper venue. Dkt. 221. After a period of jurisdictional discovery, the Court
7 granted SK Trading International Co. Ltd.’s motion with respect to personal jurisdiction and
8 venue and largely denied Defendants’ substantive motions to dismiss. Dkts. 281, 348.

9 **B. Discovery and Expert Work**

10 Discovery was heavily contested and continued for years. Settlement Class Counsel
11 entered into a common interest agreement with the California Attorney General and worked
12 collaboratively on many aspects of discovery. Sharp Decl. ¶¶ 7-8. Settlement Class Counsel took
13 the lead in conducting and directing the multi-language document review and on many of the
14 depositions, working in coordination with the California Attorney General at every step. *Id.* ¶¶ 8-
15 9. Settlement Class Counsel reviewed millions of pages of documents, conducted 23 depositions
16 of Defendants’ current and former employees and 16 depositions of third-party witnesses, and
17 obtained information pursuant to interrogatories. *Id.* ¶¶ 9-11.

18 Expert work in this matter was complex, wide-ranging, and multifaceted. *Id.* ¶¶ 13, 17.
19 Settlement Class Counsel worked on retaining and developing extensive expert testimony,
20 including industry testimony on gasoline trading, as well as economic modeling and regression
21 calculations to determine the damages California Gasoline purchasers suffered. *Id.* Settlement
22 Class Counsel and Plaintiffs’ experts analyzed documents and data concerning multiple levels of
23 the distribution and pricing chains for gasoline and gasoline products. *Id.* The expert analysis was
24 particularly complicated given that the alleged price fixing involved a benchmark price that was
25 set each day, and that developing the appropriate inputs for the economic model required, even at
26 class certification, full expert reports from merits experts. *Id.* ¶ 17. Defendants also asserted
27 throughout this Litigation that Plaintiffs sought “umbrella damages,” which are generally
28

1 disfavored under the antitrust laws. *Id.* While the Court agreed with Plaintiffs that “umbrella
2 damages” are available under the Cartwright Act,³ the fact that the allegations in this Litigation
3 involve benchmark manipulation and goods sold by both Defendants and their competitors, added
4 an extra layer of complexity to an already challenging economic model. *Id.*

5 Settlement Class Counsel coordinated with the California Attorney General on expert
6 work wherever feasible, but, due to the procedural hurdle class certification posed, and the
7 differing case schedules and ultimate trial venues, Settlement Class Counsel and the California
8 Attorney General largely retained, and paid for, their own respective slates of experts—further
9 multiplying the expense and complexity of this Litigation. *Id.* ¶ 13. In short, even though
10 Settlement Class Counsel and the California Attorney General looked for efficiencies wherever
11 they could and coordinated closely to avoid further increasing the challenge of proving their
12 respective cases, expert work in this matter was complicated, protracted, and costly. *Id.*
13 Settlement Class Counsel also defended multiple expert depositions. *Id.* ¶ 15.

14 **C. Class Certification and *Daubert***

15 Following extensive fact discovery, Plaintiffs Asante Cleveland, Bogard Construction,
16 Inc., and Ritual Coffee Roasters, Inc. moved to certify a class of all Southern California Gasoline
17 purchasers on January 6, 2023, and proffered three expert reports in support thereof. Dkt. 513;
18 Sharp Decl. ¶ 14. Defendants opposed the motion with support from three experts (Dkt. 530;
19 Sharp Decl. ¶ 16), and Plaintiffs replied, relying on responsive expert reports (Dkt. 543; Sharp
20 Decl. ¶ 16). Defendants moved to exclude each of Plaintiffs’ experts under *Daubert* (Dkts. 528,
21 532, 534), Plaintiffs opposed (Dkt. 545-2), and Defendants replied (Dkts. 549, 551, 553). The
22 Court heard oral argument on class certification and the *Daubert* motions on July 20, 2023. *See*
23 Dkt. 577.

24 **D. The Settlement in the People’s Action**

25 In their reply in support of their *Daubert* motions, Defendants publicly disclosed for the
26 first time that they had reached an agreement to settle the claims brought by the California
27

28 ³ *See e.g.*, Order re: Defendants’ Motion for Partial Judgment on the Pleadings, Dkt. 482.

1 Attorney General on behalf of California natural persons, which comprised a substantial portion
2 of the class that Plaintiffs at that time sought to certify. Dkt. 551; Sharp Decl. ¶ 19. Defendants
3 argued that the settlement in the People’s Action was a further basis to deny class certification in
4 this Litigation. *See* Class Cert. Hrg. Tr. (July 20, 2024), at 102:17-104:16; Sharp Decl. ¶ 19.
5 Though Plaintiffs and Settlement Class Counsel had expressed willingness to participate in the
6 settlement negotiations between Defendants and the California Attorney General, those
7 negotiations proceeded without Plaintiffs and Settlement Class Counsel. Sharp Decl. ¶ 18.

8 Given the settlement in the People’s Action and the potential implications on class
9 certification, the Court deferred ruling on the motion for class certification until there was a final,
10 signed settlement agreement in the People’s Action. *See* Dkt. 577. Defendants and the California
11 Attorney General subsequently finalized their settlement, which Settlement Class Counsel
12 understands is expected to be filed in San Francisco Superior Court by July 9, 2024. At that time,
13 its terms will become public, and these can thus be addressed in the context of Settlement Class
14 Representatives’ final approval papers. Sharp Decl. ¶ 20.

15 E. Settlement of this Litigation

16 As the settlement in the People’s Action came into focus, the parties in this Litigation
17 began negotiating with Defendants to resolve the claims in the action not covered by the
18 settlement in the People’s Action—those brought on behalf of businesses and non-California
19 natural persons. Sharp Decl. ¶ 21. After an initial mediation in October 2023 with Hon. Layn R.
20 Phillips, negotiations continued. *Id.* The settlement is the result of extensive arm’s length
21 discussions between the parties, and was reached under the auspices of Judge Phillips. *Id.* ¶¶ 21-
22 22.

23 IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

24 A. Legal Standard

25 At the preliminary approval stage, the Court may direct notice of a proposed settlement to
26 the class if it concludes that it will likely be able to certify the settlement class under Rule
27 23(e)(1) and to approve the settlement as fair, reasonable, and adequate under Rule 23(e)(2).
28

1 To assess whether certification is likely under Rule 23(e)(1), the Court conducts a two-
2 step analysis under Rules 23(a) and 23(b).

3 *First*, the Court must determine whether the proposed class meets the Rule 23(a)
4 requirements:

- 5 (1) the class is so numerous that joinder of all members is impracticable;
- 6 (2) there are questions of law or fact common to the class;
- 7 (3) the claims or defenses of the representative parties are typical of the claims or defenses
8 of the class; and
- 9 (4) the representative parties will fairly and adequately protect the interests of the class.

10 Fed. R. Civ. P. 23(a).

11 *Second*, if those four conditions are satisfied, the Court considers whether the proposed
12 settlement class satisfies one of the requirements listed in Rule 23(b). In relevant part, under Rule
13 23(b)(3), a proposed settlement class may be maintained if questions of law or fact common to
14 class members predominate over any questions affecting only individual members, and . . . a class
15 action is superior to other available methods for fairly and efficiently adjudicating the
16 controversy.” Fed. R. Civ. P. 23(b)(3). The predominance inquiry is less demanding in the
17 settlement context than in the litigation context. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926
18 F.3d 539, 556-57 (9th Cir. 2019) (*en banc*) (finding that manageability concerns are not an issue
19 for a settlement class).

20 To assess whether a proposed settlement is fair, reasonable, and adequate, under Rule
21 23(e)(2), the Court considers whether:

- 22 (A) the class representatives and class counsel have adequately represented the class;
- 23 (B) the proposal was negotiated at arm’s length;
- 24 (C) the relief provided for the class is adequate, taking into account:
 - 25 (i) the costs, risks, and delay of trial and appeal;
 - 26 (ii) the effectiveness of any proposed method of distributing relief to the Class,
27 including the method of processing class-member claims;

1 (iii) the terms of any proposed award of attorney’s fees, including timing of
2 payment; and

3 (iv) any agreement required to be identified under Rule 23(e)(3); and

4 (D) the proposal treats class members equitably relative to each other.

5 Fed. R. Civ. P. 23(e)(2). The Court also considers the District Guidelines.

6 **B. Certification of the Settlement Class is Likely**

7 The Settlement Class is cohesive, objectively defined, and likely to be certified upon entry
8 of judgment. *See* Fed. R. Civ. 23(e)(1). Courts routinely certify indirect purchaser classes alleging
9 antitrust violations, both for litigation and settlement purposes.⁴ As shown below, the proposed
10 Settlement Class satisfies Rule 23 and other procedural guidelines and is likely to be certified.

11 **1. The Settlement Class Satisfies Rule 23(a)’s Requirements**

12 Under Rule 23(a), certification is appropriate where: (1) the class is so numerous that
13 joinder of all members is impracticable; (2) there are questions of law or fact common to the
14 class; (3) the claims or defenses of the representative parties are typical of the claims or defenses
15 of the class; and (4) the representative parties will fairly and adequately protect the interests of the
16 class. Fed. R. Civ. P. 23(a). These requirements are readily satisfied here. In their class

17 ⁴ **Litigation Classes:** *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th
18 651 (9th Cir.), *cert. denied sub nom. StarKist Co. v. Olean Wholesale Grocery Coop., Inc., On*
19 *Behalf of Itself & All Others Similarly Situated*, 143 S. Ct. 424, 214 L. Ed. 2d 233 (2022); *In re*
20 *Static Random Access memory (SRAM) Antitrust Litig.*, 264 F.R.D. 603 (N.D. Cal. 2009); *In re*
21 *Broiler Chicken Antitrust Litig.*, No. 16 C 8637, 2022 WL 1720468 (N.D. Ill. May 27, 2022); *In re*
22 *Ranbaxy Generic Drug Application Antitrust Litig.*, 338 F.R.D. 294 (D. Mass. 2021); *In re*
23 *TFT-LCD (Flat Panel) Antitrust Litig.*, 267 F.R.D. 583 (N.D. Cal. 2010), *amended in part*, No. M
07-1827 SI, 2011 WL 3268649 (N.D. Cal. July 28, 2011).

24 **Settlement Classes:** *In re Endosurgical Prod. Direct Purchaser Antitrust Litig.*, No.
25 SACV058809JVSMLGX, 2008 WL 11504857 (C.D. Cal. Dec. 31, 2008); *In re Dynamic Random*
26 *Access Memory (DRAM) Antitrust Litig.*, No. C 06-4333 PJH, 2013 WL 12333442 (N.D. Cal.
27 Jan. 8, 2013), *report and recommendation adopted sub nom. In re Dynamic Random Access*
28 *Memory Antitrust Litig.*, No. C 06-4333 PJH, 2014 WL 12879520 (N.D. Cal. June 27, 2014); *In*
re TFT-LCD (Flat Panel) Antitrust Litig., No. M 07-1827 SI, 2013 WL 1365900 (N.D. Cal. Apr.
3, 2013); *In re Lithium Ion Batteries Antitrust Litig.*, No. 413MD02420YGRDMR, 2017 WL
1086331 (N.D. Cal. Mar. 20, 2017), *aff’d sub nom. Young v. LG Chem Ltd.*, 783 F. App’x 727
(9th Cir. 2019); *In re Korean Ramen Antitrust Litig.*, No. C-13-04115-WHO, 2015 WL 13021314
(N.D. Cal. Nov. 10, 2015).

1 certification opposition, Defendants did not dispute that Plaintiffs could satisfy Rule 23(a). Def.
2 Opp. to Class Cert., Dkt. 529, Ex. 2.

3 **a. Numerosity**

4 Rule 23(a)(1) requires that members of a class must be “so numerous that joinder of all
5 members is impracticable.” Fed. R. Civ. P. 23(a)(1). While numerosity does not require a specific
6 number of class members, courts in the Ninth Circuit generally agree that numerosity is satisfied
7 if the class includes 40 or more members. *See In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prod.*
8 *Liab. Litig.*, 609 F. Supp. 3d 942, 959 (N.D. Cal. 2022).

9 The Settlement Class easily meets this threshold. The Settlement Class includes
10 businesses and non-California natural persons who purchased Gasoline in California during the
11 period of February 18, 2015, through May 31, 2017 (the “Settlement Class Period”). Common
12 sense dictates that the number of proposed Settlement Class Members well exceeds 40 persons
13 throughout the Settlement Class Period. That numerosity is satisfied here is also supported by the
14 class certification report of Plaintiffs’ economic expert Dr. Meyendorff, who estimated damages
15 for purchases of Gasoline in Southern California by non-California natural persons and
16 businesses as \$42.34 million during the relevant time periods.⁵ Publicly available records
17 corroborate that there are thousands of businesses operating in California that potentially
18 purchased Gasoline during the Settlement Class Period. Declaration of Carla A. Peak, dated July
19 1, 2024, attached as Exhibit 2 (“Peak Decl.”) ¶¶ 14, 18 (describing list of businesses in and
20 around California with large fleets that contains 60,623 postal addresses). Accordingly, the
21 Settlement Class satisfies Rule 23(a)(1).

22 **b. Commonality**

23 Rule 23(a)(2) requires “questions of law or fact common to the class.” Fed. R. Civ. P.
24 23(a)(2). A common question is one that “is capable of classwide resolution—which means that

25 _____
26 ⁵ Rebuttal Expert Report of Dr. Anna Meyendorff dated June 5, 2023, Dkt. 545-4, at 42. Because
27 the motion seeking certification of all purchasers of Gasoline in California was fully briefed
28 before the California Attorneys General settled claims on behalf of California natural persons,
Plaintiffs’ expert analysis on behalf of the Settlement Class is necessarily limited.

1 determination of its truth or falsity will resolve an issue that is central to the validity of each one
2 of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). For
3 purposes of Rule 23(a)(2), “[e]ven a single common question of law or fact that resolves a central
4 issue will be sufficient to satisfy this mandatory requirement for all class actions.” *Castillo v.*
5 *Bank of Am., NA*, 980 F.3d 723, 728 (9th Cir. 2020). “Antitrust liability alone constitutes a
6 common question that ‘will resolve an issue that is central to the validity’ of each class member’s
7 claim ‘in one stroke’” because proof of the violation “‘will focus on defendants’ conduct and not on
8 the conduct of individual class members.” *In re High-Tech Employee Antitrust Litig.*, 985 F.
9 Supp. 2d 1167, 1180 (N.D. Cal. 2013) (citing *Dukes*, 564 U.S. at 349).

10 This case presents numerous common questions of fact and law that relate to the
11 Defendants’ anticompetitive conduct, including whether the Defendants entered into a
12 “combination of capital, skill, or other acts” under the Cartwright Act that increased the
13 benchmark price of California gasoline. *See* Pltfs’ Mtn. for Class Cert., Dkt. 513 at 9 (listing
14 common questions of law and fact). The same questions of law and fact also apply to all members
15 of the Settlement Class who would necessarily use the same evidence to prove the Defendants’
16 alleged conduct “in one stroke.” *Dukes*, 564 U.S. at 350. The Settlement Class satisfies Rule
17 23(a)(2).

18 c. Typicality

19 Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical
20 of the claims or defenses of the class.” *Castillo*, 980 F.3d at 729. Claims are typical of a class
21 when they “arise[] from the same event, practice or course of conduct that gives rise to the claims
22 of the absent class members” and are “based on the same legal or remedial theory.” *In re*
23 *Dynamic Random Access Memory (DRAM) Antitrust Litig.*, 2006 WL 1530166, at *4 (N.D. Cal.
24 June 5, 2006) (alteration in original) (citation omitted). “[C]laims are ‘typical’ if they are
25 reasonably co-extensive with those of absent class members; they need not be substantially
26 identical.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).

27 Here, the Settlement Class Representatives’ claims and those of the members of the
28

1 proposed Settlement Class are based on the same legal theory (price-fixing through manipulation
2 of the benchmark price for gasoline in California) and injury (overcharges on retail purchases of
3 Gasoline). “In cases involving an alleged price-fixing conspiracy, the representative plaintiff’s
4 claim is often considered typical even where the plaintiff followed different purchasing
5 procedures, purchased in different quantities or at different prices, or purchased a different mix of
6 products than did the members of the class.” *In re Optical DiskDrive Antitrust Litig.*, 303 F.R.D.
7 311, 317 (N.D. Cal. 2014). The fact that the proposed Settlement Class consists of both non-
8 California natural persons and businesses that purchased from different gas stations does not
9 weigh against a finding of typicality. Each Settlement Class Member’s claim stems from the
10 Defendants’ alleged conduct and resulting overcharge on purchases of retail Gasoline. Typicality
11 is satisfied.

12 **d. Adequacy**

13 Rule 23(a)(4) requires that “the representative parties will fairly and adequately protect
14 the interests of the class.” Fed. R. Civ. P. 23(a)(4); *see also Amchem Products, Inc. v. Windsor*,
15 521 U.S. 591, 625 (1997) (finding Rule 23(a)(4) “serves to uncover conflicts of interest between
16 named parties and the class they seek to represent”). To determine whether proposed settlement
17 class representatives meet this standard, courts ask two questions: (i) do the proposed
18 representatives have any conflicts of interest with other class members; and (ii) will they
19 prosecute the action vigorously on behalf of the class. *See Boston Retirement System v. Uber*
20 *Technologies, Inc.*, 2022 WL 2954937 * 4 (N.D. Cal. 2022); *accord Staton v. Boeing Co.*, 327
21 F.3d 938, 957 (9th Cir. 2003) (applying this analysis to a settlement).

22 No conflicts of interest exist between Settlement Class Representatives and Settlement
23 Class Members. *Staton*, 327 F.3d at 957. Settlement Class Representatives and the Settlement
24 Class Members have the same objective: to resolve their claims on the best terms possible given
25 the circumstances of this Litigation. And adequacy is also presumed where, as here, a fair
26 settlement was negotiated at arm’s length. 2 *Newberg on Class Actions*, § 11.28, 11-59.

1 **2. The Settlement Class Satisfies Rule 23(b)(3)'s Requirements**

2 Under Rule 23(b)(3), certification is appropriate where “questions of law or fact common
3 to class members predominate over any questions affecting only individual members, and that a
4 class action is superior to other available methods for fairly and efficiently adjudicating the
5 controversy.” Fed. R. Civ. P. 23(b)(3). The proposed Settlement Class easily satisfies these
6 requirements.

7 **a. Predominance**

8 Predominance exists when plaintiffs’ claims “depend upon a common contention of such
9 a nature that it is capable of classwide resolution—which means that determination of its truth or
10 falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.”
11 *Wal-Mart*, 564 U.S. at 338. “[E]ven if just one common question predominates, ‘the action may
12 be considered proper under Rule 23(b)(3) even though other important matters will have to be
13 tried separately.’” *Hyundai & Kia*, 926 F.3d at 557 (quoting *Tyson Foods, Inc. v. Bouaphakeo*,
14 577 U.S. 442, 453 (2016)).

15 The predominance inquiry is less demanding in the settlement context because, unlike
16 certification for litigation, “manageability is not a concern in certifying a settlement class where,
17 by definition, there will be no trial.” *Id.* at 556–57. The predominant common question at this
18 stage will be whether this settlement is fair, adequate, and reasonable. *See Hanlon*, 150 F.3d at
19 1026. And even if the Court examines the disputed questions that would be tried absent
20 settlement, common issues predominate and include whether Defendants’ conduct violated the
21 antitrust laws and caused retail Gasoline prices to be higher than they would have been in a
22 competitive market. *See Pltfs’ Mtn. for Class Cert.*, Dkt. 513 at 9.

23 “[C]ommon issues usually predominate in cases where the defendants are alleged to have
24 engaged in collusive, anticompetitive conduct resulting in artificially high market-wide prices for
25 a product.” *In re Cipro Cases I & II*, 121 Cal. App. 4th 402, 411 (2004) (collecting cases). The
26 focus is on Defendants’ conduct and the effect on the market, which are common to all Settlement
27 Class Members. The focus is not on the actions of individual Settlement Class Members. *See In*

1 *re Glumetza Antitrust Litig.*, 336 F.R.D. 468, 475 (N.D. Cal. 2020) (citing *Alaska Airlines v.*
 2 *United Airlines*, 948 F.2d 536, 540 (9th Cir. 1991)); *see also id.* (“the illegality of defendants’
 3 scheme turns on details of the payment and defendants’ purposes — evidence common to every
 4 purchaser”). “Courts repeatedly have held that the existence of the conspiracy is the predominant
 5 issue and warrants certification even where significant individual issues are present.” *In re*
 6 *Cathode Ray Tube Antitrust Litig.*, 308 F.R.D. 606, 620 (N.D. Cal. 2015) (cleaned up).

7 **b. Superiority**

8 “A class action is a superior means of adjudicating a dispute ‘[w]here classwide litigation
 9 of common issues will reduce litigation costs and promote greater efficiency.’” *Bellinghausen v.*
 10 *Tractor Supply Co.*, 303 F.R.D. 611, 618 (N.D. Cal. 2014) (quoting *Valentino v. Carter-Wallace,*
 11 *Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996)). In a certification for settlement, “a district court need
 12 not inquire whether the case, if tried, would present intractable management problems, *see* Fed.
 13 Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620.

14 Certifying the Settlement Class is superior to resolving Settlement Class Members’ claims
 15 through individual litigation, and would: (i) avoid congesting a court with the need to repetitively
 16 adjudicate such actions; (ii) prevent the possibility of inconsistent results; and (iii) allow
 17 Settlement Class Members an opportunity for redress they might otherwise be denied. “In
 18 antitrust cases such as this, the damages of individual [indirect] purchasers are likely to be too
 19 small to justify litigation, but a class action would offer those with small claims the opportunity
 20 for meaningful redress.” *In re Static Random Access (SRAM) Antitrust Litig.*, 2008 WL 4447592,
 21 at *7 (N.D. Cal. Sept. 29, 2008). This is consistent with the approach taken by other courts in
 22 antitrust cases.⁶

23 Accordingly, the proposed Settlement Class satisfies each certification requirement, and
 24 Plaintiffs respectfully submit that the Court find that the Settlement Class is likely to be certified.
 25 *See* Fed. R. Civ. 23(e)(1).

26
 27 _____
 28 ⁶ *See supra*, fn. 4.

1 **C. The Settlement Is Fair, Reasonable, and Adequate**

2 **1. Procedural Considerations**

3 The Court must consider whether “the class representatives and class counsel have
4 adequately represented the class” and whether “the proposal was negotiated at arm’s length.” Fed.
5 R. Civ. P. 23(e)(2)(A)-(B). As the Advisory Committee notes suggest, these are “matters that
6 might be described as ‘procedural’ concerns, looking to the conduct of the litigation and the
7 negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(A)-(B) advisory
8 committee’s note to 2018 amendment. These concerns implicate factors such as the non-collusive
9 nature of the negotiations, as well as “the extent of discovery completed, and the stage of the
10 proceedings[.]” *See Officers for Just. v. Civ. Serv. Comm’n of City & Cnty. of San Francisco*, 688
11 F.2d 615, 625 (9th Cir. 1982).

12 **a. Adequate Representation of the Class**

13 The Settlement Class Representatives and Settlement Class Counsel have adequately
14 represented the interests of the Settlement Class. The Settlement Class Representatives
15 participated in this Litigation, including by preparing and sitting for depositions and producing
16 documents, working with Settlement Class Counsel to provide oversight and input on the
17 Litigation, and otherwise remaining informed of the progress of the case. Sharp Decl. ¶ 12. There
18 is no evidence of antagonism or potential conflicts between the Settlement Class Representatives
19 and absent Settlement Class Members: each had an interest in demonstrating the existence and
20 unlawfulness of Defendants’ anticompetitive conduct and its impact on the retail prices of
21 Gasoline in California and each seeks to resolve their claims on the best terms possible. The
22 Settlement Class Representatives have sufficiently demonstrated that their “interest[s] in this
23 litigation [are] aligned with the class.” *Uschold v. NSMG Shared Servs., LLC*, 333 F.R.D. 157,
24 167 (N.D. Cal. 2019).

25 With respect to the adequacy of Settlement Class Counsel, they have vigorously litigated
26 this case since its inception, collaborating wherever feasible on discovery, expert work, and
27 liability issues with the California Attorney General. Sharp Decl. ¶¶ 7-8, 11, 13. Settlement Class
28

1 Counsel have devoted the resources necessary to prosecute this case and are experienced antitrust
2 litigators, having led multiple complex antitrust class actions in this District and across the
3 country, including cases asserting claims under the Cartwright Act. *Id.* ¶ 6.

4 **b. Arm’s Length Negotiations After Extensive Discovery**

5 The Ninth Circuit “put[s] a good deal of stock in the product of an arm’s-length, non-
6 collusive, negotiated resolution” in approving a class action settlement. *Rodriguez v. West Publ’g*
7 *Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Class settlements are presumed fair when they are
8 reached “following sufficient discovery and genuine arms-length negotiation,” both of which
9 undisputedly occurred here. *See Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523,
10 528 (C.D. Cal. 2004); 4 Newberg & Rubenstein on Class Actions § 13:2 (6th ed.). “The extent of
11 discovery [also] may be relevant in determining the adequacy of the parties’ knowledge of the
12 case.” *DIRECTV*, 221 F.R.D. at 527 (quoting *Manual for Complex Litigation, Third* § 30.42
13 (1995)). “A court is more likely to approve a settlement if most of the discovery is completed
14 because it suggests that the parties arrived at a compromise based on a full understanding of the
15 legal and factual issues surrounding the case.” *Id.* (quoting *5 Moore’s Federal Practice*,
16 §23.85[2][e] (Matthew Bender 3d ed.)).

17 The Settlement Agreement was reached on a fully developed record. Settlement Class
18 Counsel reviewed more than 2.7 million documents comprised of tens of millions of pages
19 produced in discovery; obtained voluminous information pursuant to interrogatories and requests
20 for admission; produced over 3,700 pages of documents of documents in response to Defendants’
21 requests for production; took thirty-nine depositions of Defendants, their employees, and third
22 parties; and worked with their experts (and the California Attorney General’s in some cases) to
23 assist in the drafting of expert reports, including responses to Defendants’ experts. Sharp Decl. ¶¶
24 8-11, 13-16. They also fully briefed and argued multiple motions to dismiss, a motion for
25 judgment on the pleadings, and the motion for class certification and three *Daubert* motions. *See*
26 Dkt. Nos. 221, 224, 281, 348, 482, 513, 530, 543, 528, 532, 534, 545-2, 549, 551, 553; Sharp
27 Decl. ¶ 5.

1 Settlement negotiations in this Litigation were initiated following the California Attorney
2 General’s resolution of claims brought on behalf of California natural persons. Sharp Decl. ¶ 21.
3 On October 30, 2023, the parties mediated with Hon. Layn R. Phillips, an experienced mediator.
4 *Id.* “The assistance of an experienced mediator in the settlement process confirms that the
5 settlement is non-collusive.” *Adams v. Inter-Con Sec. Sys. Inc.*, 2007 WL 3225466, at *3 (N.D.
6 Cal. Oct. 30, 2007). The negotiations continued over the ensuing months with the involvement of
7 the office of Hon. Layn R. Phillips, culminating in an agreement in principle in February 2024,
8 and execution of the Settlement Agreement on May 30, 2024. Sharp Decl. ¶¶ 21-23.

9 2. Substantive Considerations

10 Rules 23(e)(2)(C) and (D) set forth factors for preliminarily conducting “a ‘substantive’
11 review of the terms of the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory
12 committee’s note to 2018 amendment. In determining whether “the relief provided for the class is
13 adequate,” the Court must consider “(i) the costs, risks, and delay of trial and appeal; (ii) the
14 effectiveness of any proposed method of distributing relief to the class, including the method of
15 processing class-member claims; (iii) the terms of any proposed award of attorney’s fees,
16 including timing of payment; and (iv) any agreement required to be identified under Rule
17 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). In addition, the Court must consider whether “the proposal
18 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D).

19 a. Strength of Plaintiffs’ Case and Risks of Continued Litigation

20 In determining the likelihood of a plaintiff’s success on the merits of a class action, “the
21 district court’s determination is nothing more than an amalgam of delicate balancing, gross
22 approximations and rough justice.” *Officers for Justice*, 688 F.2d at 625 (internal quotations
23 omitted). The court may “presume that through negotiation, the Parties, counsel, and mediator
24 arrived at a reasonable range of settlement by considering [p]laintiff’s likelihood of recovery.”
25 *Garner v. State Farm. Mut. Auto. Ins. Co.*, 2010 WL 1687832, at *9 (N.D. Cal. Apr. 22, 2010)
26 (citing *Rodriguez*, 563 F.3d at 965).

1 Although Settlement Class Representatives and Settlement Class Counsel have confidence
2 in their claims, a favorable outcome for businesses and non-California natural persons was far
3 from assured. Plaintiffs would need to prevail at class certification in a complicated benchmark
4 manipulation case with the possibility that the majority of their class’s claims would be precluded
5 due to the settlement in the People’s Action, survive a possible interlocutory appeal of a class
6 certification order, maintain class certification through entry of a final judgment, overcome
7 numerous substantive defenses at trial, and succeed on a possible post-trial appeal. Defendants
8 and their experts were prepared to contest every theory of liability and measure of damages,
9 particularly given what Defendants described as the “umbrella damages” theory of this case.
10 There are, for example, substantial disputes as to whether Defendants conspired to manipulate the
11 benchmark price for gasoline in California at all, and whether their anticompetitive conduct
12 caused California Gasoline purchasers to pay more than they would have at the pump on a
13 classwide basis. Both sides believed they had persuasive facts to support their positions, and there
14 are few precedents regarding the parties’ competing theories. At trial, competing experts would
15 have offered conflicting opinions as to whether the increase in benchmark prices was caused by
16 Defendants’ anticompetitive conduct, the extent to which these benchmark prices impacted retail
17 Gasoline prices, and the proper measure of damages to class members.

18 Defendants were prepared to argue both at the district court and at the appellate level that
19 Plaintiffs needed to submit new expert opinions to support certification of a smaller class after the
20 California Attorney General settled its case. *See Class Cert. Hrg. Tr. (July 20, 2024)*, at 102:17-
21 104:16; Sharp Decl. ¶ 19. Defendants were also prepared to argue that because the settlement in
22 the People’s Action covered most of the claims in this Litigation, Plaintiffs would be unable to
23 show classwide impact. *See Class Cert. Hrg. Tr. (July 20, 2024)*, at 102:17-104:16; Sharp Decl. ¶
24 19. At the same time, the class’s overall damages would be significantly reduced if the claims of
25 California natural persons were precluded. Sharp Decl. ¶ 19. These unresolved issues hung in the
26 balance when the parties negotiated the Settlement Agreement now before the Court.

1 **b. The Proposed Plan of Allocation Provides An Effective and**
 2 **Equitable Method For Distributing Benefits To the Settlement**
 3 **Class**

4 The Court must consider “the effectiveness of [the] proposed method of distributing relief
 5 to the class.” Fed. R. Civ. P. 23(e)(2)(C)(ii). Settlement Class Members will be eligible for
 6 payments based on the total amount they paid for Gasoline from a retailer within the State of
 7 California from February 18, 2015, through May 31, 2017. *See* Sharp Decl. Ex. B ¶¶ 22-28 (Plan
 8 of Allocation). As discussed in more detail below, in recognition of the two different types of
 9 Settlement Class Members (businesses and natural persons) and the relative strength of the claims
 10 depending on where the Gasoline was purchased (Southern or Northern California), under the
 11 proposed Plan of Allocation, (1) 85% of the Settlement Fund will be allocated to compensate
 12 businesses that allegedly paid supracompetitive prices for Gasoline due to Defendants’ conduct,
 13 and the remaining 15% of the Settlement Fund will be allocated to non-California natural persons
 14 (unless that leads to compensation of either group beyond their collective single damages), and
 15 (2) Gasoline purchases made in Southern California will be compensated at twice the rate
 16 compared to those in Northern California (purchases in Southern California will carry weight of 1
 17 and purchases in Northern California will carry a weight of 0.5). *See id.*

18 The Settlement Fund is non-reversionary Sharp Decl. Ex. A § 1.31. If the Settlement Fund
 19 is not entirely consumed by distribution of payments to Settlement Class Members (including a
 20 potential supplemental distribution) and payment of notice and administration expenses, taxes and
 21 associated expenses, attorneys’ fees and expenses, and service awards, then Settlement Class
 22 Counsel will seek leave from the Court to select a *cypres* recipient to distribute any residual
 23 funds. Sharp Decl. Ex. B ¶ 30. In no event will any remaining Settlement Funds revert to
 24 Defendants.

25 **c. Attorneys’ Fees and Expenses**

26 Any fees and expenses awarded to Settlement Class Counsel by the Court will be deducted
 27 from the Settlement Fund. Sharp Decl. Ex. A § 15.1. Any reduction in requested fees and
 28 expenses will benefit the Settlement Class, not Defendants. As a result, and consistent with the

1 District Guidelines (§§ 6, 9), while the Court need not decide the amount of fees and expenses to
2 be award to Settlement Class Counsel at this stage, the structure of the settlement ensures that the
3 future fee request poses no obstacle to preliminary approval.

4 The Settlement Agreement is not contingent on the award of any amount of fees or
5 expenses. Sharp Decl. Ex. A § 15.3. In their motion for an award of fees and expenses, which will
6 be heard only after Settlement Class Members have had an opportunity to object, Settlement
7 Class Counsel will seek an award of attorneys' fees of up to 30% of the total Settlement Fund
8 (plus 30% of interest accrued), and out-of-pocket expenses of up to \$7,000,000. District
9 Guidelines ¶ 6; Sharp Decl. ¶ 30; *see also Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)
10 (citation omitted) (attorneys may recover "out-of-pocket expenses that 'would normally be
11 charged to a fee paying client'"). Before the objection deadline, Settlement Class Counsel will
12 provide an itemized list of their expenses by category. *See Wren v. RGIS Inventory Specialists*,
13 2011 WL 1230826, at *30 (N.D. Cal. Apr. 1, 2011); District Guidelines ¶ 6. Given the work
14 performed that redounded to the benefit of the natural persons on whose behalf the California
15 Attorney General settled its claims, as well as the collaborative nature of discovery and expert
16 work between Settlement Class Counsel and the California Attorney General, Settlement Class
17 Counsel also intends to seek a fee award in the People's Action. Sharp Decl. ¶ 30.

18 Settlement Class Representatives will also move as part of final approval for the payment
19 of notice and settlement administration costs not to exceed \$1,000,000 when combined with any
20 initial payments that the Court approves (*see* Section VII, below).⁷ *Id.* ¶ 32.

21 **d. Service Awards to Class Representatives**

22 Settlement Class Counsel intends to apply for service awards of \$5,000 per Settlement
23 Class Representative, which altogether would comprise less than 0.1% of the Settlement Fund.

24
25 ⁷ This figure reflects a cap on notice and administrative costs that Settlement Class Counsel
26 negotiated with the Settlement Administrator. This cap is conditioned on the timing of notice and
27 claims administration for this settlement and the settlement in the People's Action substantially
28 overlapping. Peak Decl. ¶ 37. Settlement Class Counsel intend to authorize payments to the
Settlement Administrator only for costs reasonably incurred given the volume of claims
submitted, while balancing the need to ensure a robust and effective notice and claims processes.

1 Sharp Decl. ¶ 33. The service awards are subject to this Court’s discretion, and their approval (in
2 whole or in part) is not a material term of the Settlement Agreement. The amount sought is
3 reasonable and well within the range of approval in this District. *See Alvarez v. Farmers Ins.*
4 *Exchange*, 2017 WL 2214585, at *1-2 (N.D. Cal. Jan. 18, 2017) (finding service awards of
5 \$10,000 per plaintiff, which in the aggregate comprised 1.8% of the total settlement, to be
6 reasonable); *In re Lidoderm Antitrust Litig.*, 2018 WL 4620695, at *4 (N.D. Cal. Sept. 20, 2018)
7 (finding \$10,000 service awards to be “consistent with similar service awards regularly approved
8 in class actions in this district”).

9 As will be further explained in the motion for fees and expenses, service awards are
10 appropriate to compensate Settlement Class Representatives for the substantial time and effort
11 they spent participating in this Litigation. All Settlement Class Representatives participated in this
12 Litigation, including by preparing and sitting for depositions and producing documents, working
13 with Settlement Class Counsel to provide oversight and input on the Litigation, and otherwise
14 remaining informed of the progress of the case. Sharp Decl. ¶ 12.

15 **e. Additional Agreements**

16 Rule 23(e)(3) requires disclosure of any “agreement made in connection with the
17 proposal.” This provision is aimed at “related undertakings that, although seemingly separate,
18 may have influenced the terms of the settlement by trading away possible advantages for the class
19 in return for advantages for others.” Fed. R. Civ. P. 23(e), advisory committee notes 2003
20 amendments. Two individual Plaintiffs in this Litigation, Justin Lardinois and Asante
21 Cleveland—named Plaintiffs who are not part of the proposed Settlement Class and therefore not
22 eligible for either service awards or to recover under the Settlement Agreement, and who have,
23 like the Settlement Class Representatives, participated extensively in discovery and general
24 litigation efforts—entered into individual settlement agreements with Defendants that provide for
25 awards that mirror the service awards Settlement Class Counsel intends to seek for Settlement
26 Class Representatives. Sharp Decl. ¶ 33.

1 **f. Equitable Treatment of Settlement Class Members**

2 The Settlement Fund will be divided into two pools to account for differences in the
3 estimated collective and average damages suffered by businesses and non-California natural
4 persons. Sharp Decl. Ex. B ¶ 2. Under the proposed Plan of Allocation, 85% of the Settlement
5 Fund will be distributed to businesses and 15% of the fund will be distributed to non-California
6 natural persons (unless that leads to compensation of either group beyond their collective single
7 damages), which reflects the estimated collective shares of damages by these two types of
8 Settlement Class Members, as calculated by Settlement Class Representatives' expert. Sharp
9 Decl. Ex. B ¶¶ 2, 22-28 & Ex. B-I (Declaration by Wesley J. Reppert). Within each pool,
10 Settlement Class Members are eligible to receive a *pro rata* share of the Settlement Fund based
11 on the amount they paid for Gasoline. Sharp Decl. Ex. B ¶¶ 22-28. In this calculation, purchases
12 made in Southern California will be afforded twice the value compared to purchases made in
13 Northern California (purchases in Southern California will carry weight of 1 and purchases in
14 Northern California will carry a weight of 0.5), to reflect the relative strength of these claims on
15 the merits, given that Plaintiffs did not move to certify a litigation class of Northern California
16 purchasers. Sharp Decl. ¶ 29 & Ex. B ¶¶ 22-28. Claimants in both pools are required to provide
17 supporting documentation of eligible purchases to combat fraudulent claims and ensure that only
18 eligible claimants receive payments from the Settlement Fund. Sharp Decl. Ex. B at ¶¶ 15-16.

19 The proposed Plan of Allocation is, thus, consistent with the principle that “[i]t is
20 reasonable to allocate the settlement funds to class members based on the extent of their injuries
21 or the strength of their claims on the merits.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036,
22 1045 (N.D. Cal. 2008). Over the course of the two-plus years Settlement Class period, business
23 claimants purchased proportionally larger volumes of Gasoline in California than non-California
24 natural persons. Sharp Decl. Ex. B-I. Thus, businesses collectively and on average suffered
25 greater damages due to Defendants' alleged conduct than non-California natural persons. Sharp
26 Decl. Ex. B-I; *see also Baird v. BlackRock Institutional Tr. Co., N.A.*, 2021 WL 5991060 (N.D.
27 Cal. July 12, 2021) (granting preliminary approval for settlement that distributed payments in
28

1 proportion to class members’ harm). The Plan of Allocation also includes a mechanism to allow
 2 for transfer of funds between the two allocation pools if claimants in one of the two pools would
 3 receive more than their collective single damages based on the *pro rata* distribution of the funds
 4 (Sharp Decl. Ex. B ¶¶ 27-28), which ensures that neither type of Settlement Class Member
 5 receives a windfall. The Plan of Allocation thus treats all Settlement Class Members fairly.

6 **g. The Released Claims Are Those Pled in the Litigation**

7 The Settlement Class Released Claims include all claims (under any theory or statute)
 8 “arising from or related in any way to the conduct alleged in this Action, or that could have been
 9 alleged in this Action that also arise from or relate to the factual predicate of the Action, to the
 10 fullest extent allowed by law, with respect to purchases and/or use of Gasoline within the State of
 11 California during the period of February 18, 2015 through May 31, 2017.” Sharp Decl. Ex. A §
 12 1.29. The Settlement Class Released Claims apply only to Settlement Class Members, explicitly
 13 excluding claims covered by the settlement in the People’s Action *Id.* In sum, the Settlement
 14 Class Released Claims are no broader than those pled in the operative complaint.

15 **h. Past Distributions**

16 The information sought by District Guidelines ¶ 11 regarding past distributions in class
 17 settlements is provided in the Sharp Declaration. Sharp Decl. Ex. C. Compared to this Litigation,
 18 these cases involved similar class sizes, similar levels of complexity, and/or similar settlement
 19 amounts.

20 **V. THE NOTICE PLAN SHOULD BE APPROVED**

21 A court must “direct notice of a proposed class settlement in a reasonable manner to all
 22 class members who would be bound by the proposal.” *Massey v. Star Nursing, Inc.*, 2022 WL
 23 14151758, at *5 (N.D. Cal. Oct. 24, 2022) (citing Fed. R. Civ. P. 23(e)(1)). “The class must be
 24 notified of a proposed settlement in a manner that does not systematically leave any group
 25 without notice.” *Officers for Justice*, 688 F.2d at 624. Adequate notice must be “reasonably
 26 calculated, under all the circumstances, to apprise the class members of the proposed settlement
 27 and of their right to object or to exclude themselves as provided in the settlement agreement” and
 28

1 otherwise comply with all other requirements of due process and applicable federal law. *Massey*,
2 2022 WL 14151758 at *5 (citation omitted).

3 The proposed Notice Plan, which Class Counsel developed in tandem with the California
4 Attorney General’s notice plan, meets all these requirements. The notice documents use plain,
5 easy to understand language. Peak Decl. ¶ 10. They advise recipients that they may be affected by
6 the settlement of a class action lawsuit. *Id.* The Long Form Notice will be available on the
7 settlement website, including in an easy-to-navigate FAQ, and in hardcopy upon request from the
8 Settlement Administrator. Peak Decl. ¶¶ 31-32 & Ex. E (Long Form Notice). The Long Form
9 Notice provides the key terms of the Settlement Agreement, describes Settlement Class Members’
10 rights and options with respect to the Settlement Agreement, and advises how to opt out of the
11 Settlement Class or object to the settlement. *Id.*

12 Notice of the Settlement Agreement will be provided to potential Settlement Class
13 Members through direct notice (postcard and email), where contact information is reasonably
14 available (Peak Decl. ¶¶ 14-21 & Ex. A (Email Notice) & Ex. B (Postcard Notice)), and by
15 widespread publication notice (Peak Decl. ¶¶ 22-30 & Ex. C (Digital Notices) & Ex. D (Press
16 Release). Direct and publication notice is estimated to reach well over 70% of the Settlement
17 Class—more than 70% of the non-California natural persons and nearly all of the businesses.
18 Peak Decl. ¶ 41; *see Chinitz v. Intero Real Est. Servs.*, No. 18-CV-05623-BLF, 2020 WL
19 7042871, at *5 (N.D. Cal. Dec. 1, 2020) (approving notice plan where combined indirect and
20 direct notice efforts were “reasonably calculated to reach at least 70% of class members”); *In re*
21 *Packaged Seafood Prod. Antitrust Litig.*, No. 15MD2670 DMS(MDD), 2023 WL 2483474, at *2
22 (S.D. Cal. Mar. 13, 2023) (same); *Beck-Ellman v. Kaz USA, Inc.*, No. 3:10-CV-02134-H-DHB,
23 2013 WL 1748729, at *3 (S.D. Cal. Jan. 7, 2013) (similar). All the notices will link or point to a
24 settlement website, which will include the detailed Long-Form Notice and Frequently Asked
25 Questions, the Settlement Agreement, the preliminary approval papers, and other relevant Court
26 documents (Peak Decl. ¶¶ 16, 18, 25, 31-32), as well as simple forms allowing Settlement Class
27 Members to make claims or opt out, both on paper or online (Peak Decl. ¶ 33; Ex. F (Claim
28

1 Forms) & Ex. G (Exclusion Request Forms)). The Settlement Administrator will operate a toll-
 2 free number for Settlement Class Member inquiries in English and Spanish and will also be
 3 accessible by email. Peak Decl. ¶ 34.

4 The Notice Plan was developed in tandem with the California Attorney General’s notice
 5 plan, and this latter notice plan will complement the proposed Notice Plan in this case, thereby
 6 reducing administration costs and thus increasing the recovery of the Settlement Class. *See* Peak
 7 Decl. ¶¶ 27-30. For example, Settlement Class Counsel and the California Attorney General
 8 intend to launch notice simultaneously.⁸ Sharp Decl. ¶ 27. Settlement Class Counsel and the
 9 California Attorney General intend to issue a joint press release, as well as administer a joint
 10 settlement website, the landing page of which will provide an info-graphic directing users to the
 11 appropriate designated settlement pages. Peak Decl. ¶¶ 30-31.

12 The Notice Plan constitutes the best notice practicable under the circumstances.
 13 Accordingly, Settlement Class Representatives respectfully request that this Court approve it.⁹

14 **VI. THE COURT SHOULD APPOINT THE SETTLEMENT ADMINISTRATOR AND**
 15 **THE ESCROW AGENT TO MAINTAIN THE SETTLEMENT FUND**

16 The Settlement Agreement will be administered by a well-known, independent claims
 17 administrator, Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services, LLC. After a
 18 competitive bidding process, Settlement Class Counsel selected Verita to administer notice to the
 19 Settlement Class and the claims process. Sharp Decl. ¶ 25. Verita also serves as the administrator
 20 of the California Attorney General’s settlement, and Settlement Class Counsel anticipate that the
 21 planned coordinated notice and claims administration will achieve efficiencies and lower the cost
 22 of notice and claims administration, avoid confusion among claimants, and lead to an increased
 23 reach of the notice program. *Id.* Evidencing these efficiencies, Settlement Class Counsel
 24 successfully negotiated a cap on fees that Verita will charge for administering the Settlement

25 _____
 26 ⁸ Accordingly, in the Proposed Order, commencement of notice is triggered by either a
 preliminary approval order being entered in this Litigation or by a preliminary approval order
 being entered in the People’s Action, whichever is later.

27 ⁹ This settlement requires notice under the Class Action Fairness Act, which Defendants are
 28 serving per the Act. No other notices are required.

1 Agreement, which is conditioned on the timing of notice and claims administration for the two
2 settlements substantially overlapping. *Id.*

3 Settlement Class Counsel and Verita developed a detailed plan for direct and publication
4 notice to potential Settlement Class Members. *Id.* ¶ 26. Verita is well-positioned to administer the
5 Settlement Agreement, given its ongoing work on the California Attorney General’s notice, the
6 institutional knowledge it already has developed, and the fact that choosing another administrator
7 at this time would only lead to duplication of work and additional expense. *Id.* The Declaration of
8 Carla Peak, filed herewith, includes Verita’s estimates for costs for notice and administration,
9 which will upon approval of the Court be paid from the Settlement Fund, and addresses all the
10 other issues in the District Guidelines, including how Verita will securely handle Settlement Class
11 Member data and its insurance coverage in case of errors. Peak Decl. ¶¶ 9, 37-40.

12 Settlement Class Counsel also request that the Court appoint Huntington National Bank as
13 the escrow agent to maintain the Settlement Fund, and authorize the establishment of the
14 Settlement Fund as a “qualified settlement fund” within the meaning of Treasury Regulation
15 Section 1.468B-1.

16 **VII. THE COURT SHOULD APPROVE THE PAYMENT OF INITIAL EXPENSES**
17 **PRIOR TO FINAL APPROVAL**

18 Settlement Class Representatives and Settlement Class Counsel will file motions for the
19 payment of attorneys’ fees and expenses before the opt out and objection deadline, which gives
20 Settlement Class Members an opportunity to be apprised of the requested fees and expenses
21 before objecting to or opting out of the Settlement Agreement. Before that point, however, money
22 will be spent providing notice to the Settlement Class and administering claims. Sharp Decl. ¶ 31.
23 In consultation with Verita, Settlement Class Counsel believe that these initial costs could be as
24 much as \$500,000, and therefore request that the Court authorize up to \$500,000 to pay for the
25 out-of-pocket expenses incurred in distributing notice and administering claims. *Id.* The costs
26 include processing direct and publication notice, responding to Settlement Class Members’
27 inquiries, and website management. *Id.* These costs are reasonable and necessary to facilitate the
28

1 settlement. Notice and administration costs will be paid with Settlement Funds based only on
2 costs actually and already incurred. *Id.*

3 **VIII. THE COURT SHOULD SET A FINAL APPROVAL SCHEDULE**

4 The last step in the settlement approval process is the final approval hearing at which
5 Settlement Class Representatives will seek final approval of the proposed Settlement Agreement.
6 In addition, any objections to or arguments in support of final approval of the Settlement
7 Agreement from absent Settlement Class Members may be heard at the final approval hearing.
8 Settlement Class Representatives request the Court issue a final approval schedule leading up to
9 this hearing, establishing dates for, amongst others, commencement and conclusion of notice,
10 claims, exclusion requests, and objections deadlines, final approval briefing, and the final
11 approval hearing, as set forth in the proposed Preliminary Approval Order filed herewith.

12 **IX. CONCLUSION**

13 For the foregoing reasons, Settlement Class Representatives and Settlement Class Counsel
14 respectfully request that the Court enter the proposed Preliminary Approval Order.

15
16 Dated: July 1, 2024

Respectfully submitted,

17 By: /s/ Dena C. Sharp

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By: /s/ Christopher L. Lebsock

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*Interim Co-Lead Class Counsel and
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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.

By: /s/ Dena C. Sharp
Dena C. Sharp

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10 *Interim Co-Lead Class Counsel and*
 11 *proposed Settlement Class Counsel*

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

16
 17 IN RE CALIFORNIA GASOLINE SPOT
 MARKET ANTITRUST LITIGATION

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

**DECLARATION OF DENA C. SHARP
 IN SUPPORT OF SETTLEMENT
 CLASS REPRESENTATIVES'
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

1 I, Dena C. Sharp, declare as follows:

2 1. I am a partner of the law firm Girard Sharp LLP. Together with Hausfeld LLP, the Court
3 appointed my firm interim co-lead class counsel for Plaintiffs¹ (“Settlement Class Counsel”²) in the
4 above-captioned action. I submit this declaration in support of Settlement Class Representatives’
5 Motion for Preliminary Approval of Class Action Settlement, which is being filed concurrently
6 herewith. I have personal knowledge of the information set forth in this declaration.

7 2. Attached as **Exhibit A** is a true and correct copy of the Settlement Agreement between
8 Plaintiffs Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc.
9 (collectively, “Settlement Class Representatives”), on behalf of themselves and the Settlement Class,
10 and Defendants Vitol, Inc. (“Vitol”), Brad Lucas, SK Energy Americas, Inc. (“SKEA”), SK Trading
11 International Co. Ltd. (“SKTI”), and David Niemann (collectively, “Defendants”).

12 3. Attached as **Exhibit B** is a true and correct copy of the proposed Plan of Allocation.

13 i. Attached as **Exhibit B-I** to the proposed Plan of Allocation is a true and correct
14 copy of the Declaration of Wesley J. Reppert.

15 4. Attached as **Exhibit C** is a chart summarizing past distributions in class settlements
16 pursuant to District Guidelines ¶ 11.

17 **I. The Litigation**

18 5. Settlement Class Counsel have briefed and argued numerous pre-trial motions in this
19 litigation, both in this Court and pursuant to third-party subpoenas in the District Court for the District
20 of Maryland, including motions to dismiss for improper venue and lack of personal jurisdiction,³ and
21 under Federal Rules of Civil Procedure 12(b)(6) and 12(b)(1);⁴ a motion to compel compliance with a

22 ¹ “Plaintiffs” used herein refers to Plaintiffs Pacific Wine Distributors, Inc. (“PWDI”), Fricke-Parks
23 Press, Inc. (“Fricke- Parks”), Equality Wines LLC (“Equality Wines”), Bogard Construction, Inc.
24 (“Bogard”), Ritual Coffee Roasters, Inc. (“Ritual”), Justin Lardinois, Asante Cleveland, and Dona
Young, who filed the Consolidated Class Action Complaint, Dkt. 186.

25 ² The capitalized terms used in this declaration have the same meaning as defined in the Settlement
Agreement except as otherwise noted.

26 ³ Dkt. Nos. 237, 294, 320, 332.

27 ⁴ Dkt. Nos. 253; 259, 273, 343.

1 subpoena;⁵ a motion for judgment on the pleadings;⁶ class certification;⁷ and motions to exclude expert
 2 opinions.⁸ Settlement Class Counsel also made regular appearances at case management conferences
 3 and, under the Court’s supervision, addressed the status of the litigation and any percolating disputes or
 4 matters requiring the Court’s attention.

5 6. Settlement Class Counsel have devoted the resources necessary to prosecute this case
 6 and are experienced antitrust litigators, having led multiple complex antitrust class actions in this
 7 District and across the country, including cases asserting claims under the Cartwright Act.

8 **II. Coordinated Discovery Efforts**

9 7. At the beginning of the case, the lawyers working on behalf of the plaintiffs in the
 10 parallel cases—Settlement Class Counsel in the federal class action before this Court, and the
 11 California Attorney General prosecuting a case in San Francisco Superior Court (the People’s Action)
 12 on behalf of natural persons that reside in California—recognized the efficiencies that could be gained
 13 by coordinating discovery, legal research, and expert work to the extent feasible. To that end,
 14 Settlement Class Counsel and the California Attorney General entered a common interest agreement on
 15 September 8, 2020, to “maximize effectiveness and avoid unnecessary duplication of effort.”
 16 Settlement Class Counsel and the California Attorney General agreed “to work cooperatively [] to
 17 investigate, litigate and address allegations that certain participants in the California oil and gas
 18 industry and markets have engaged in conduct that unlawfully restrains trade and commerce and harms
 19 consumers, both within the jurisdiction of the [California Attorney General] and elsewhere.”

20 8. Plaintiffs engaged in substantial coordinated discovery over several years. Plaintiffs
 21 served deposition and document requests (and subpoenas) on current and former executives and
 22 employees of Vitol and SKEA, including individuals domiciled abroad in South Korea and Singapore.
 23 Collectively, Settlement Class Counsel served more than 50 document subpoenas on non-parties,

24 _____
 25 ⁵ Filed in the District of Maryland, Case No. 8:21-cv-03005-PX, Dk. No. 1.

26 ⁶ Dkt. Nos. 427, 457.

27 ⁷ Dkt. Nos. 513, 543, 577.

28 ⁸ Dkt. Nos. 544, 577.

1 negotiated substantial document productions with Defendants and the recipients of non-party
2 subpoenas, with Plaintiffs engaging each party and non-party in months' long meet-and-confers over
3 the selection of document custodians and crafting of search methodologies. With respect to one crucial
4 non-party, OPIS (a benchmarking pricing agency), Plaintiffs briefed and negotiated a motion to compel
5 in the District of Maryland, a process that took more than 18 months before complete production of
6 documents.⁹

7 9. Plaintiffs received and reviewed more than 2.7 million documents comprised of tens of
8 millions of pages, including foreign language documents. Settlement Class Counsel paid for the
9 document review database and led review efforts for much of the document review, including assigning
10 batches of documents, coordinating with reviewers, and hiring foreign language reviewers. Plaintiffs
11 produced over 3,700 pages of documents in response to Defendants' requests for production, which
12 required complicated remote collection procedures during the Covid-19 pandemic, and review by
13 Settlement Class Counsel.

14 10. As to written discovery, Plaintiffs propounded 27 interrogatories to all Defendants, 138
15 requests for admission to Defendants SKEA and David Niemann, and 136 requests for admission to
16 Defendants Vitol and Brad Lucas. And Plaintiffs for their part responded to 46 interrogatories and 41
17 requests for admission Defendants propounded.

18 11. Settlement Class Counsel coordinated with the California Attorney General to take 23
19 depositions of Defendants' fact witnesses, seven of which were of witnesses based abroad in South
20 Korea and Singapore. Settlement Class Counsel took the lead on deposing approximately eleven of
21 Defendants' fact witnesses, including the two named individual Defendants and the former CEO of
22 Defendant Vitol, and several other key players whose live testimony at trial was not guaranteed under
23 the subpoena power. Settlement Class Counsel also coordinated with the California Attorney General to
24 take 16 depositions of non-party witnesses. In addition, Settlement Class Counsel defended five
25 depositions of Plaintiffs, including Settlement Class Representatives. In total, Settlement Class Counsel

26 ⁹ Filed in the District of Maryland, Case No. 8:21-cv-03005-PX, Dkt. No. 1.

1 spent more than 230 hours on the record taking and defending depositions of fact witnesses.

2 12. Settlement Class Representatives participated in the litigation as well, including by
3 preparing and sitting for depositions and producing documents, working with Settlement Class Counsel
4 to provide oversight and input on the litigation, and otherwise remaining informed of the progress of
5 the case.

6 **III. Expert Work and Class Certification**

7 13. Expert work in this matter was complex, wide-ranging, and multifaceted. Settlement
8 Class Counsel and the California Attorney General coordinated and worked closely on retaining and
9 developing the testimony of industry experts on gasoline trading, as well as economists who used
10 various modeling and regression calculations to calculate the damages California gasoline purchasers
11 suffered. Plaintiffs' experts undertook the complex task of analyzing documents and data concerning
12 multiple levels of the distribution and pricing chains for gasoline and gasoline products. While
13 Settlement Class Counsel coordinated with the California Attorney General on expert work wherever
14 feasible, due to the procedural hurdle class certification posed, and the plaintiffs' differing case
15 schedules and ultimate trial venues, the plaintiffs (Plaintiffs in this case on the one hand, and the
16 California Attorney General for the People, on the other) largely retained, and paid for, their own
17 respective slates of experts—further multiplying the expense and complexity of the litigation. In short,
18 even though Settlement Class Counsel and the California Attorney General looked for efficiencies
19 wherever they could and coordinated closely to avoid further increasing the challenge of proving their
20 respective cases, expert work in this matter was complicated, protracted, and costly.

21 14. After extensive discovery and coordination with experts, Plaintiffs Asante Cleveland,
22 Bogard Construction, Inc., and Ritual Coffee Roasters, Inc. moved to certify a class of all Southern
23 California gasoline purchasers, and proffered three expert reports in support thereof.

24 15. Settlement Class Counsel spent a significant amount of time working closely with
25 Plaintiffs' experts Dr. Anna Meyendorff, Professor Craig Pirrong, and Barry Schaps on their respective
26 expert reports in support of the motion for class certification. The three opening expert reports totaled a

1 combined 204 pages and included (i) a comprehensive detailed industry background and an analysis of
 2 the evidence of Defendants' coordinating conduct and collaborative efforts (Mr. Schaps' report), (ii) a
 3 statistical analysis of Defendants' allegedly collusive conduct using econometric techniques in the form
 4 of event studies (Prof. Pirrong's report), and (iii) econometric analyses calculating damages (Dr.
 5 Meyendorff's report).¹⁰ Settlement Class Counsel defended all three experts during depositions.

6 16. Defendants opposed the motion for class certification with support from three experts of
 7 their own. Plaintiffs' experts, in coordination with Settlement Class Counsel, analyzed and developed
 8 rebuttals to Defendants' three expert reports. Plaintiffs filed their reply in support of class certification,
 9 relying on responsive expert reports totaling 215 pages.

10 17. Expert analysis in this litigation was particularly complicated given the alleged price
 11 fixing involved a benchmark price that was set each day, and developing the appropriate inputs for the
 12 economic model required, even at class certification, full expert reports from Plaintiffs' merits experts.
 13 Defendants also asserted throughout this litigation that Plaintiffs sought "umbrella" damages, which are
 14 generally disfavored under the antitrust laws. While the Court agreed with Plaintiffs that "umbrella"
 15 damages are available under the Cartwright Act, the fact that the allegations in this litigation involve
 16 benchmark manipulation and goods sold by both Defendants and their competitors, added an extra
 17 layer of complexity to an already challenging economic model.

18 **IV. The California Attorney General's Settlement and Subsequent Settlement of this Action**

19 18. While a ruling on the class certification motion was pending in this litigation, the
 20 California Attorney General settled its parallel action on behalf of all California natural persons. Given
 21 the overlapping claims in the class action and the California Attorney General's case (with the
 22 California Attorney General suing on behalf of natural persons who comprised approximately 75% of
 23

24 ¹⁰ Dr. Meyendorff calculated that the damages for the Cartwright Act claim for businesses and non-
 25 California resident natural persons is \$42.34 million (before trebling). Rebuttal Expert Report of Dr.
 26 Anna Meyendorff dated June 5, 2023, Dkt. 545-4, at 42. Dr. Meyendorff separately calculated that
 27 Defendants Vitol and SKEA were unjustly enriched by \$19.5 million (looking at both sales and
 purchases). Expert Report of Dr. Anna Meyendorff, PHD dated January 6, 2023, Dkt. 512-4, at 38.

1 the proposed litigation class, which also includes business entities and non-California resident natural
2 persons on whose behalf this settlement is reached), Settlement Class Representatives and Settlement
3 Class Counsel had expressed willingness to participate in the settlement negotiations between
4 Defendants and the California Attorney General. Defendants declined, however, and those negotiations
5 proceeded without Settlement Class Representatives and Settlement Class Counsel.

6 19. Defendants publicly disclosed the California Attorney General settlement for the first
7 time in their reply in support of their *Daubert* motions. Defendants asserted at the class certification
8 hearing that the California Attorney General settlement precluded a large portion of the class's claims,
9 substantially reducing the class's overall damages, and that Plaintiffs needed to submit new expert
10 opinions to support certification of a smaller class. Defendants also asserted that because the California
11 Attorney General settlement precluded much of the class's claims, Plaintiffs could no longer show
12 impact on a class-wide basis, a necessary element for class certification approval.

13 20. The terms of the California Attorney General's settlement are not publicly available, but
14 I understand that the settlement will be filed in San Francisco Superior Court on or around July 9, 2024.
15 At that time, its terms will become public, and these can thus be addressed in the context of Settlement
16 Class Representatives' final approval papers.

17 21. After the California Attorney General settled its parallel action, Settlement Class
18 Counsel began negotiating with Defendants under the auspices of mediator Hon. Layn R. Phillips,
19 including through a mediation session held on October 30, 2023, and subsequent negotiations over the
20 following months.

21 22. The Settlement Agreement was negotiated at arm's length and the negotiations were
22 hard-fought and extensive and took place in earnest over the course of several months.

23 23. Ultimately, Settlement Class Counsel, on behalf of Settlement Class Representatives,
24 and Defendants reached an agreement in principle in February 2024, and executed the Settlement
25 Agreement on May 30, 2024. *See Exhibit A.*

1 24. Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and
2 adequate.

3 **V. Settlement Administration**

4 25. After a competitive bidding process that included reviewing completed requests for
5 proposals from four reputable notice and claims administration companies, Settlement Class Counsel
6 selected Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services, LLC to administer notice to
7 the Settlement Class and the claims process. Verita also serves as the administrator of the California
8 Attorney General’s settlement, and Settlement Class Counsel anticipate achieving efficiencies and
9 lowering the cost of notice and claims administration, while avoiding confusion and benefitting from
10 the increased reach of a coordinated notice program. For example, Settlement Class Counsel and the
11 California Attorney General intend to launch notice simultaneously to avoid duplicating notice efforts
12 and to streamline the claims process. Evidencing these efficiencies, Settlement Class Counsel
13 successfully negotiated a \$1,000,000 cap on fees that Verita will charge for administering the
14 Settlement Agreement, which is conditioned on the timing of notice and claims administration for the
15 two settlements substantially overlapping).

16 26. Settlement Class Counsel and Verita developed a detailed plan for direct and publication
17 notice to potential Settlement Class Members. Verita is well-positioned to administer the Settlement
18 Agreement, given its ongoing work on the California Attorney General’s notice plan, the institutional
19 knowledge it already has developed, and the fact that choosing another administrator at this time would
20 only lead to duplication of work and additional expense.

21 **VI. Plaintiffs’ Proposed Plan of Allocation**

22 27. The Plan of Allocation (**Exhibit B**) divides the Settlement Fund into two pools to fairly
23 account for differences in the estimated damages suffered by business entities and non-California
24 resident natural persons. Eighty-five percent of the Settlement Fund will be distributed to businesses
25 and fifteen percent of the fund will be distributed to non-California natural persons, which reflects the
26 estimated share of damages calculated by Plaintiffs’ expert. *See Exhibit B-I* to the Plan of Allocation.

1 28. To preempt fraudulent claims and ensure that valid claimants receive the Settlement
 2 Funds, Claimants in both pools are required to provide supporting documentation of eligible purchases.
 3 I have personally been involved in recent settlements and have become aware of a surge in fraudulent
 4 claimants that harness bots and AI to increase the scope and effectiveness of fraud. I have been advised
 5 by several claim administrators (including Verita) that “no-proof” settlements, where proof of purchase
 6 is not required, are particularly likely to be targeted by fraudulent claimants, and are more difficult and
 7 expensive to monitor for fraudulent claims, and thus administer fairly.

8 29. The Plan of Allocation treats similarly situated Settlement Class Members equitably
 9 relative to each other, providing for a pro rata distribution to the non-California consumers and the
 10 businesses. The proposed Plan of Allocation affords proportionally greater value to purchases made in
 11 Southern California (1) compared to purchases made in Northern California (0.5) to reflect the relative
 12 strength of these claims, given that Plaintiffs pled claims on behalf of but did not move to certify a class
 13 of Northern California purchasers. Settlement Class Counsel recommends the proposed Plan of
 14 Allocation as the plan that best balances the factors relevant to the fair, reasonable, and efficient
 15 distribution of the Settlement Fund to the Class.

16 **VII. Attorneys’ Fees, Costs, and Service Awards**

17 30. In their motion for an award of fees and expenses, Settlement Class Counsel will seek an
 18 award of attorneys’ fees of up to 30% of the total Settlement Fund (plus 30% of interest accrued), and
 19 out-of-pocket expenses of up to \$7,000,000.¹¹ Settlement Class Counsel also intends to seek a fee
 20 award in the People’s Action.

21 31. In their motion, Settlement Class Representatives also request that the Court authorize
 22 initial payments for notice and claims administration of up to \$500,000. In consultation with Verita,
 23 Settlement Class Counsel believe this is a reasonable estimate of the costs that the Verita will incur on

24 _____
 25 ¹¹ In their motion for an award of fees and expenses and in accordance with the District Guidelines,
 26 Settlement Class Counsel will include a lodestar calculation, showing the total hours billed to this case
 27 and the resulting multiplier, and information about the relationship between the amount of the
 28 Settlement Fund, the requested fees, and the lodestar.

1 notice and claims administration prior to a ruling on the motion for final approval, including processing
2 direct and publication notice, responding to Settlement Class Members' inquiries, and website
3 management. Notice and administration costs will be paid with Settlement Funds based only on costs
4 actually and already incurred.

5 32. Settlement Class Representatives will also move as part of final approval for the
6 payment of notice and settlement administration costs not to exceed \$1,000,000 (when combined with
7 any initial payments that the Court approves).

8 33. Finally, Settlement Class Counsel intends to apply for service awards of \$5,000 for each
9 of the three Settlement Class Representatives, which altogether (if awarded) would comprise less than
10 0.1% of the Settlement Fund. And, in accordance with Rule 23(e)(3), and also in connection with the
11 settlement of this action, Plaintiffs Justin Lardinois and Asante Cleveland— named Plaintiffs who are
12 not part of the proposed Settlement Class and therefore not eligible for either service awards or to
13 recover under the Settlement Agreement—entered a Mutual Release and Settlement Agreement with
14 Defendants to resolve all claims in the litigation for compensation in-line with the service awards that
15 will be sought for Settlement Class Representatives.

16
17 I declare under penalty of perjury under the laws of the United States that the foregoing is true
18 and correct.

19
20 Executed on July 1, 2024 in Minneapolis, Minnesota.

21
22 /s/ Dena C. Sharp

23 Dena C. Sharp

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement, entered into as of this 30th day of May, 2024 (the “**Execution Date**”), is made by and between Vitol Inc., Brad Lucas, SK Energy Americas, Inc. (“**SKEA**”), SK Trading International Co. Ltd. (“**SKTI**”), and David Niemann (collectively, “**Defendants**”); and Plaintiffs Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc. (collectively, “**Plaintiffs**” and together with Defendants, the “**Parties**”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Settlement Class Released Claims upon and subject to the terms and conditions hereof and subject to the approval of the Court.

RECITALS

WHEREAS, Plaintiffs are prosecuting the claims in *In re California Gasoline Spot Market Antitrust Litigation*, No. 3:20-cv-03131-JSC (N.D. Cal.) (the “**Action**”), alleging Defendants violated antitrust laws and California’s Unfair Competition Law by conspiring to manipulate spot prices for gasoline sold in California;

WHEREAS, Plaintiffs filed the Consolidated Class Action Complaint on September 24, 2020 (the “**Complaint**”).

WHEREAS, the Parties, after having (i) litigated the Action for almost four years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification; (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of Settlement Class Released Claims;

WHEREAS, the Parties have authority to settle this action and Plaintiffs have authority to release the claims that they have alleged;

WHEREAS, Defendants have consistently denied and continue to deny that they have violated any laws and maintain that their conduct was at all times proper and in compliance with all applicable provisions of law in all material respects; Defendants have denied and continue to deny specifically each and all of the claims and contentions of wrongful conduct alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct alleged, or that could have been alleged, in the Action; and Defendants, while continuing to deny that they are liable for the claims asserted against them in the Action, have nevertheless agreed to enter into this Settlement Agreement to avoid the further risk, expense, inconvenience, and distraction of burdensome and protracted litigation, and to obtain complete dismissal of the Action and of all of the Settlement Class Released Claims;

WHEREAS, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by Plaintiffs and the Settlement Class against Defendants, and in light of the relevant circumstances;

WHEREAS, Defendants agree that, to the extent Settlement Class Counsel make a common benefit application in the People's Action, Defendants will file a statement that Settlement Class Counsel performed beneficial work on behalf of all plaintiffs in both this Action and the People's Action, and provided substantial and material assistance in bringing about the resolution in the People's Action; and

WHEREAS, the Parties agree to be bound by the provisions of this Settlement Agreement pending its approval by the Court;

NOW THEREFORE, IT IS HEREBY AGREED by and among the Plaintiffs (for themselves individually and on behalf of the Settlement Class and each Settlement Class Member thereof), on the one hand, and Defendants, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Settlement Class Released Claims shall be finally and fully compromised, settled, and released as to all Defendant Releasees, and the Action shall be settled, compromised, and dismissed with prejudice as to the Defendants, without costs, except as stated herein, and releases extended as set forth in this Settlement Agreement, upon and subject to the terms and conditions of the Settlement Agreement, as follows.

1. DEFINITIONS

As used in this Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1. "**Business Days**" means any day that is not a Saturday, a Sunday, or other day on which commercial banks in the City of San Francisco, California are required or authorized by law to be closed.

1.2. "**Class Attorneys' Fees and Expenses**" means the attorneys' fees and documented litigation expenses of Settlement Class Counsel and any other counsel incurred in connection with litigation against any Defendant, and in connection with this Settlement Agreement sought out of the Settlement Fund.

1.3. "**Common Benefit Award**" has the same meaning as that term is given in Section 15.2.

1.4. "**Court**" means Judge Jacqueline Scott Corley of the U.S. District Court for the Northern District of California, who is overseeing the Action, or any District Judge of the U.S. District Court for the Northern District of California who may replace her in overseeing this Action.

1.5. "**Defendants**" means Vitol Inc., Brad Lucas, SK Energy Americas, Inc. ("**SKEA**"), SK Trading International Co. Ltd. ("**SKTI**"), and David Niemann.

1.6. "**Defense Counsel**" shall mean counsel for each of the Defendants.

1.7. “**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.

1.8. “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.9. “**Escrow Agent**” means The Huntington National Bank, or such successor escrow agent agreed upon by the Parties or appointed by the Court.

1.10. “**Fee and Expense Award**” has the same meaning as that term is given in Section 15.1.

1.11. “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Defendant Releasees.

1.12. “**Gasoline**” as used in this Agreement includes regular, mid-grade, and premium gasoline but does not include diesel.

1.13. “**Gross Settlement Amount**” means \$13,930,000.00.

1.14. “**Mediator**” means Hon. Layn R. Phillips.

1.15. “**Net Settlement Fund**” means the Gross Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement, (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.16. “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Settlement Agreement to the Settlement Class as approved by the Court.

1.17. “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.18. “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.19. “**People’s Action**” means *People of the State of California v. Vitol Inc., et al.*, No. CGC-20-584456 (Cal. Sup. Ct.), brought by the California Attorney General, bringing suit in the name of the People of the State of California, including in his role as *parens patriae* for natural persons residing in the State of California.

1.20. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.21. “**Plan of Allocation**” means the plan for allocating the Net Settlement Fund as approved by the Court.

1.22. “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.23. “**Relevant Products**” means the following:

1.23.1. CARBOB Regular, which is a regular grade blendstock for oxygenate blending to which the addition of 10% ethanol will meet the quality mandated by the California Air Resources Board.

1.23.2. CARBOB Premium, which is a premium grade blendstock for oxygenate blending to which the addition of 10% ethanol will meet the quality mandated by the California Air Resources Board.

1.23.3. Gasoline Blending Component, Gasoline Blendstocks, or Gasoline Component, each of which means a hydrocarbon used for blending finished gasoline, or a gasoline to be blended with an oxygenate such as CARBOB Regular, and includes alkylate.

1.23.4. Light Petroleum Products, which are liquid transportation fuels, including finished gasolines (conventional and reformulated), Gasoline Blendstocks, and diesel fuel (ultra-low sulfur and higher sulfur content).

1.23.5. Spot Gasoline Products, which are various types and grades of gasoline sold in the spot market.

1.24. “**Settlement Administrator**” means the Person chosen by Settlement Class Counsel to administer the Notice Plan and claims process.

1.25. “**Settlement Account**” shall be the account established and funded in accordance with Section 3.

1.26. “**Settlement Class**” means, subject to the Court’s approval and the conditions of this Settlement Agreement, 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) from February 18, 2015, through May 31, 2017.

Excluded from the Settlement Class are:

(a) the California Attorney General, bringing suit in the name of the People of the State of California, including in his role as *parens patriae* for natural persons residing in the State of California, as pleaded in the complaint in the People’s Action;

(b) Defendants;

(c) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of Defendants;

(d) Settlement Class Counsel and their respective partners and employees;

(e) the Court and other judicial officers, their immediate family members, and associated court staff assigned to the Action and the People’s Action; and

(f) those individuals who timely and validly exclude themselves from the Settlement Class.

1.27. “**Settlement Class Counsel**” means Dena C. Sharp of Girard Sharp LLP and Christopher L. Lebsock of Hausfeld LLP.

1.28. “**Settlement Class Member**” means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Settlement Class pursuant to the procedure as set forth in the Notice Plan.

1.29. “**Settlement Class Released Claims**” shall be any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, or damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which

Plaintiffs or any Settlement Class Member ever had, now have, or hereafter can, shall or may have, individually, representatively, derivatively, or in any other capacity, against the Defendant Releasees, arising from or related in any way to the conduct alleged in this Action, or that could have been alleged in this Action that also arise from or relate to the factual predicate of the Action, to the fullest extent allowed by law, with respect to purchases and/or use of Gasoline within the State of California during the period of February 18, 2015 through May 31, 2017. The Settlement Class Released Claims do not include: (i) any claims to enforce the Settlement Agreement; and (ii) any claims of a Person that submits a timely Request for Exclusion in connection with the Notice Plan, which is accepted by the Court. The foregoing release is in addition to, and not in lieu of, the preclusive effect of the dismissal of the Action with prejudice that will occur upon approval of the Settlement Agreement.

For avoidance of doubt, the Settlement Class Released Claims do not include (or release) claims brought by the California Attorney General on behalf of natural persons residing in the State of California that were settled in the People's Action.

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

1.31. “**Settlement Fund**” means a non-reversionary cash fund of the Gross Settlement Amount deposited by Defendants into the Settlement Account in accordance with Section 2.

1.32. “**Service Awards**” means the award, if any, approved by the Court and paid to any Settlement Class Representative in consideration for its service during the course of the Action.

1.33. “**Unknown Claims**” means any and all Settlement Class Released Claims against the Defendant Releasees which Plaintiffs or any Settlement Class Member do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Plaintiffs, Settlement Class Members, or Defendant Releasees might have affected his, her, or its decision(s) with respect to the Settlement Agreement. With respect to any and all Settlement Class Released Claims, the Parties stipulate and agree that, by operation of the Final Approval Order and Judgment, upon the Effective Date, Plaintiffs, Settlement Class Members, or Defendant Releasees shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Final Approval Order and Judgment shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent

to Cal. Civ. Code Section 1542. The Plaintiffs, Settlement Class Members, or Defendant Releasees may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Settlement Class Released Claims. Nevertheless, Plaintiffs and Settlement Class Member shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Final Approval Order and Judgment shall have, expressly, fully, finally, and forever settled and released, any and all of their respective Settlement Class Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge that the inclusion of Unknown Claims in the definition of Settlement Class Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SETTLEMENT CONSIDERATIONS AND CLAIMS

2.1. Within fifteen (15) Business Days of entry of the Preliminary Approval Order, Defendants shall cause payment of the Gross Settlement Amount to the Settlement Account, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Settlement Agreement.

2.2. Neither Defendants nor any Defendant Releasee shall have any additional payment obligations in connection with this Settlement Agreement in excess of the Gross Settlement Amount for any reason or cause whatsoever, including without limitation any Service Awards, attorneys' fees, case expenses or costs, or expenses or costs related to class notice or claims administration.

2.3. In exchange for the benefits being made available by this Settlement Agreement, the Settlement Class Members shall grant a full and complete release of the Defendant Releasees from any and all Settlement Class Released Claims.

3. SETTLEMENT ACCOUNT

3.1. The Parties have agreed to the establishment of a Settlement Account. The Settlement Account is intended to constitute a "qualified settlement fund" within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

3.2. No disbursements shall be made from the Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Settlement Agreement, and (ii) any Fee and Expense Award (per Section 15 below) as approved by the Court, or (b) to refund the funding Party in the event this Settlement Agreement is not approved or is terminated.

3.3. The Settlement Account shall be held at a federally-insured bank selected by the Escrow Agent.

3.4. The Escrow Agent shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Settlement Account. The Parties shall provide the Escrow Agent with customary information and documentation necessary to facilitate tax compliance activities.

3.5. Any interest that accrues on amounts in the Settlement Account shall be deemed to be part of the Settlement Account.

3.6. As described above, the Settlement Fund is non-reversionary, and upon the Effective Date, Defendants shall not have any right to the return of the Gross Settlement Fund or Net Settlement Fund.

3.7. In the event the Settlement Agreement shall terminate, or be canceled, or shall not become effective for any reason, within five (5) business days after written notification of such event is sent by Defense Counsel or Settlement Class Counsel to the Escrow Agent, the Settlement Fund, together with any interest earned thereon shall be refunded pursuant to joint written instructions from Defense Counsel. At the written direction of Defense Counsel, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to Defense Counsel, after deduction of any expenses incurred in connection with such application(s) for refund.

3.8. Defendant Releasees shall have no responsibility for or liability whatsoever with respect to any losses suffered by, or fluctuations in the value of, the Settlement Fund.

3.9. Settlement Class Counsel shall have no responsibility for or liability whatsoever with respect to any losses suffered by, or fluctuations in the value of, the Settlement Fund.

4. SETTLEMENT ADMINISTRATION

4.1. The Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

4.2. The reasonable costs for the Notice Plan shall be paid solely from the Settlement Account and/or from settlement funds in the People's Action.

4.3. Settlement Class Counsel and the Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation.

4.4. Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

5. OPT-OUT PROCEDURES

5.1. All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the "**Opt-Out Procedure**") shall be set forth in the Preliminary Approval Order, and shall be subject to the Court's approval. Settlement Class Counsel will provide Defense Counsel with a draft of the Opt-Out Procedure before

filing the motion for preliminary approval. Defense Counsel may provide feedback concerning the Opt-Out Procedure, and Settlement Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback.

5.2. All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

5.3. All Settlement Class Members shall in all respects be bound by all terms of this Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Defendant Releasees, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Defendant Releasees in any court of law or equity, arbitration, tribunal, or administrative or other forum. Any Opt-Outs shall not be bound by this Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Settlement Agreement; and shall not be entitled to submit an objection to this Settlement Agreement.

6. RELEASE

6.1. Release. Plaintiffs and Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the Effective Date:

Each Plaintiff and Settlement Class Member hereby releases and forever discharges and holds harmless the Defendant Releasees of and from any and all Settlement Class Released Claims which the Settlement Class Member ever had, now has, or will have in the future. Each Settlement Class Member further covenants and agrees not to commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Defendant Releasees based on the Settlement Class Released Claims.

6.2. Upon the Effective Date, Plaintiffs and Settlement Class Members, including the Settlement Class Representatives, shall be deemed to have, and by operation of the Final Approval Order and Judgment, shall have, fully, finally, and forever waived, released, relinquished, and discharged against the Defendant Releasees any and all Settlement Class Released Claims, regardless of whether such Plaintiffs and Settlement Class Members seek any distribution from the settlement.

6.3. In addition, Plaintiffs and Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Settlement

Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Plaintiff or Settlement Class Member at the time of this Settlement Agreement. By way of example, upon the Effective Date, each Plaintiff and Settlement Class Member shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.4. Each Plaintiff and Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Defendant Releasees under § 17200, et seq., of the California Business and Professions Code.

6.5. Each Plaintiff and Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Settlement Agreement, but each Plaintiff and Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

6.6. No Defendant Releasee shall be subject to liability or expense of any kind to any Plaintiff or Settlement Class Member or to their respective counsel related to the Settlement Class Released Claims except as provided in this Settlement Agreement.

6.7. Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Defendant Releasees in respect of any of the Settlement Class Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Defendant Releasees in respect of any of the Settlement Class Released Claims; if involuntarily included in any such class action, they will not participate therein; and they will not assist any third party in initiating or pursuing a class action lawsuit in respect of any of the Settlement Class Released Claims. Each Plaintiff and Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

6.8. Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

7. PRELIMINARY COURT APPROVAL

7.1. The Parties shall cooperate, assist, and undertake all necessary actions to accomplish the steps contemplated by this Settlement Agreement and to implement this Settlement Agreement on the terms and conditions provided herein.

7.2. Within thirty (30) days after execution of this Settlement Agreement, Plaintiffs shall submit a motion to the Court for preliminary approval of this Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, Defendants shall not oppose this motion.

7.3. Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Settlement Agreement is filed with the Court, Defendants shall cause at their sole expense timely service of proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA.

7.4. On the same day that Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court an unopposed motion to continue the current stay during the pendency of the settlement proceedings contemplated by this Settlement Agreement in accordance with Section 11.

8. FINAL COURT APPROVAL

In accordance with the schedule set in the Preliminary Approval Order, Settlement Class Counsel will draft the motion requesting final approval of this Settlement Agreement and entry of the Final Approval Order and Judgment and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Settlement Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback.

9. DISMISSAL WITH PREJUDICE, JUDGMENT, AND FINALITY

9.1. Settlement Class Counsel agrees to seek Court dismissal with prejudice of the Complaint and all Settlement Class Released Claims against Defendant Releasees as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

9.2. The Parties agree that upon the Effective Date, the Complaint and all Settlement Class Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order and Judgment entered by the Court.

9.3. Upon the effectiveness of the releases described in Section 6 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void,

void ab initio or voided pursuant to Section 5 herein, this Settlement Agreement shall be the exclusive remedy for Plaintiffs and the Settlement Class with respect to Settlement Class Released Claims as against any and all Defendant Releasees. No Plaintiff or Settlement Class Member shall recover, directly or indirectly, any sums from Defendant Releasees for Settlement Class Released Claims other than the consideration received under the terms of this Settlement Agreement, and any amounts for which they may be eligible in any settlement of the People's Action. For clarity and as noted above in Section 1.26, the Settlement Class Released Claims do not include any claims brought by the California Attorney General on behalf of natural persons residing in the State of California that were settled in the People's Action.

10. NO ADMISSION OF LIABILITY

10.1. Defendants deny any past wrongdoing concerning their commercial activity in California as alleged in this Action. Defendants have asserted and continue to assert defenses thereto, and Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Complaint.

10.2. Neither the Settlement Agreement nor any negotiations, discussions, proceedings, or acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement: (a) are or may be deemed to be or may be used as admissions of, or evidence of, the validity of any Settlement Class Released Claim, or of any wrongdoing or liability of Defendants; or (b) are or may be deemed to be or may be used as admissions of, or evidence of, any fault or omission of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

11. STAY OF PROCEEDINGS

The Parties have stipulated to stay the Action for all purposes other than to effectuate Court approval of the Settlement Agreement and/or as required by Court process. The Parties agree to continue the stipulation until such time as this Settlement Agreement is approved by the Court or otherwise terminated pursuant to its terms.

12. REPRESENTATIONS AND WARRANTIES

12.1. Plaintiffs represent and warrant that they each have the authority to enter into this Settlement Agreement and have not assigned, in whole or in part, any rights or claims against Defendant Releasees, and have not assigned, in whole or in part, any of the Settlement Class Released Claims.

12.2. Settlement Class Counsel represent and warrant that they have authority to execute this Settlement Agreement.

12.3. Defendants represent and warrant that they have the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Settlement Agreement. The execution, delivery, and performance by Defendants of this Settlement Agreement has been duly authorized by all necessary corporate action. This Settlement Agreement has been

duly and validly executed and delivered by Defendants, and constitutes a legal, valid, and binding obligation.

12.4. The Parties (i) recommend that this Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Settlement Agreement in the event it is approved by the Court.

12.5. The Parties represent and warrant that they shall comply with the terms of the protective order entered in this Action regarding the disposition of litigation materials following the Effective Date.

12.6. Defendants represent and warrant that they will support any common benefit application Settlement Class Counsel may make in the People's Action, by attesting that Settlement Class Counsel coordinated, managed, and performed beneficial work on behalf of all plaintiffs in both this Action and the People's Action, and provided substantial and material assistance in bringing about the resolution in the People's Action.

13. FAIR, ADEQUATE, AND REASONABLE SETTLEMENT

The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations that included a mediation process before the Mediator.

14. TERMINATION

14.1. In the event the Court does not enter a Preliminary Approval Order, then any Party may terminate this Settlement Agreement by providing written notice to the other Party(ies).

14.2. In the event that the Court does not enter a Final Approval Order and Judgment, or that the Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, or that the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, then this Settlement Agreement shall be terminated.

14.3. If the Settlement Agreement is terminated for any reason, the Parties shall be returned to their respective procedural postures, *i.e.*, the *status quo* as of the Execution Date, so that the Parties may take such litigation steps that the Parties otherwise would have been able to take absent the pendency of this Settlement Agreement. In such event, the Parties will negotiate in good faith and submit for Court approval a revised case schedule for any events previously scheduled for dates following the Execution Date.

14.4. Defendants, acting collectively, may terminate, rescind, and void this Settlement Agreement, at their own discretion, if timely and valid exclusion requests equal or exceed five (5) percent of the total volume of purchases within the scope of the Settlement Class Released Claims. Defendants may exercise this right by, within 20 Business Days of

receiving notice of the exclusion requests validated under the Opt-Out Procedure, giving notice to Settlement Class Counsel that Defendants intend to terminate and rescind this Settlement Agreement and void the settlement *ab initio*. Should Defendants elect to exercise their right under this provision, Defendants bear the burden of demonstrating in an objective, verifiable manner that the conditions in this provision have been met. Should there be any disagreement between Defendants and Plaintiffs as to whether the conditions in this provision have been met, that dispute shall be resolved by the Mediator at the expense of Defendants.

15. FEES AND EXPENSES

15.1. Settlement Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Settlement Fund.

15.2. Settlement Class Counsel may also apply to the court in the People's Action for a reasonable award of Common Benefit Fees ("**Common Benefit Award**") from the settlement fund in the People's Action.

15.3. Settlement Class Representatives' approval of this Settlement Agreement, and Settlement Class Counsel's support of the Settlement Agreement, are not contingent on Settlement Class Counsel making an application for a Fee and Expense Award or a Common Benefit Award, or this Court approving any application for a Fee and Expense Award or the court in the People's Action approving any application for a Common Benefit Award.

15.4. The Parties have reached no agreement on the amount of attorneys' fees and expenses that Settlement Class Counsel will seek. While recognizing that this Settlement Agreement permits Settlement Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Settlement Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

15.5. Any Fee and Expense Award ordered in this Action shall be payable from the Settlement Fund promptly and no more than three (3) Business Days after the latter of (i) the Effective Date or (ii) any Fee and Expense Award is ordered in this Action. At least five (5) Business Days prior to payment of the Fee and Expense Award, Settlement Class Counsel shall furnish the Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

15.6. Any order or proceeding relating to the application for a Fee and Expense Award or a Common Benefit Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or delay the finality of the Final Approval Order and Judgment or the Effective Date. Settlement Class Counsel will allocate any Fee and Expense Award and/or Common Benefit Award among plaintiffs' counsel.

15.7. In no event shall Defendant Releasees have any liability to any plaintiffs' counsel or anyone else regarding the allocation of the Fee and Expense Award. No dispute regarding

Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in Section 6 above.

15.8. Any Fee and Expense Award shall not increase the Gross Settlement Amount.

16. SERVICE AWARDS

16.1. Settlement Class Counsel may apply for Service Awards for the Settlement Class Representatives, which shall be subject to approval of the Court and paid from the Settlement Fund. Any Service Award that Settlement Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Settlement Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Settlement Administrator will issue an IRS Form 1099-MISC for the Service Award payment to each recipient.

16.2. Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Settlement Class Representatives' approval of this Settlement Agreement is not contingent on Settlement Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

16.3. To the extent any Service Award is sought and approved by the Court, any Service Award will be paid from, and shall not increase, the Gross Settlement Amount.

17. INDEMNITY, LIENS, AND TAXES

It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them.

18. NOTICE

Any notice required or permitted to be given to the Parties in connection with this Settlement Agreement shall be in writing and shall be given by email or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

19. CONTINUING JURISDICTION

The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that cannot be resolved by negotiation by the Parties.

20. ENTIRE AGREEMENT

20.1. This Settlement Agreement constitutes the entire, complete, and integrated agreement among the Parties pertaining to the settlement of the Action and supersedes all prior undertakings by the Parties in connection herewith.

20.2. In entering this Settlement Agreement, no Party has made or relied on any representation or warranty not specifically set forth herein.

20.3. Notwithstanding the foregoing, any written addendum to this Settlement Agreement that is signed on behalf of the Parties who are bound by that addendum shall be given the same force and effect as if it were part of this Settlement Agreement.

20.4. This Settlement Agreement may not be modified or amended except in writing signed by the Parties and approved by the Court.

21. NO IMPLIED WAIVER

There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any Party shall be construed as a waiver of a claim for the subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

22. HEADINGS

The headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret the Settlement Agreement.

23. CONSTRUCTION AND INTERPRETATION

Neither the Parties nor their attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding. The Parties waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the drafter of such agreement.

24. BINDING ON SUCCESSORS

This Settlement Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the Parties.

25. COUNTERPARTS

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form

a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

26. GOVERNING LAW

This Settlement Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with California law, notwithstanding conflict of laws principles.

27. EFFECT OF WEEKENDS AND HOLIDAYS

If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal or state holiday, the next Business Day following the date or deadline shall be the operative date.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys:

DocuSigned by:
By: Dena Sharp
DBDDB39D2A5F4AF...

Dena C. Sharp (SBN 245869)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846
dsharp@girardsharp.com

Settlement Class Counsel

DocuSigned by:
By: AK
5C2618691B5A447...

Alex Kaplan (*Pro Hac Vice*)
SUSMAN GODFREY LLP
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Telephone: (713) 651-9366
akaplan@susmangodfrey.com

Attorney for Defendants Vitol Inc. and Brad Lucas

DocuSigned by:
By: Christopher L. Lebsock
E2EEB695D8CB4B3...

Christopher L. Lebsock (SBN 184546)
HAUSFELD LLP
600 Montgomery St., Suite 3200
San Francisco, CA 94111
Telephone: (415) 633-1908
Facsimile: (415) 358-4980
clebsock@hausfeld.com

Settlement Class Counsel

DocuSigned by:
By: Jeffrey M. Davidson
44624B1DFD7C41E...

Jeffrey M. Davidson (SBN 248620)
COVINGTON & BURLING LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, CA 94105-2533
Telephone: (415) 591-6000
Facsimile: (415) 591-6091
j davidson@cov.com

Attorney for Defendants SK Energy Americas, Inc. SK Trading International Co. Ltd., and David Niemann

EXHIBIT B

In re California Gasoline Spot Market Antitrust Litigation
Case No. 3:20-cv-03131-JSC (N.D. Cal.)

Plan of Allocation

I. Definitions

1. Except as defined below, capitalized terms in this Plan of Allocation shall have the same meaning as in the Settlement Agreement.
2. “**Allocation Pool**” is equal to the Net Settlement Fund and is made up of the Business Pool and the Non-CA Consumer Pool combined, as defined below.
 - a) “**Business Pool**” means 85% of the Net Settlement Fund. *See* Declaration of Wesley J. Reppert, dated July 1, 2024, attached as Exhibit B-I (“Reppert Decl.”).
 - b) “**Non-CA Consumer Pool**” means 15% of the Net Settlement Fund. *See* Reppert Decl.
3. “**Business**” means any Settlement Class Member who is not an individual (i.e., not a natural person), and includes predecessors, successors, and assignees.
4. “**Claimant**” means any Person who submits a Proof of Claim on its own behalf. Claims submitted on behalf of another Person will not be accepted.
5. “**Class Period**” means February 18, 2015, through May 31, 2017.
6. “**Non-CA Consumer**” means any Settlement Class Member who is an individual (i.e., natural person), and includes living persons as well as the executors, heirs, administrators, trustees, or other authorized representatives of deceased persons.
7. “**Eligible Business Claimant**” means an Eligible Claimant that is a Business.
8. “**Eligible Claimant**” means any Settlement Class Member that submits a Qualifying Claim.
9. “**Eligible Non-CA Consumer Claimant**” means an Eligible Claimant who is a Non-CA Consumer.
10. “**Eligible Purchases**” means purchases of Gasoline from a retailer for a Settlement Class Member’s own use and not for resale within the State of California from February 18, 2015, through May 31, 2017.
11. “**Eligible Southern California Purchases**” means Eligible Purchases within the California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

12. **“Eligible Northern California Purchases”** means Eligible Purchases within the counties of Alameda, Alpine, Amador Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yolo.
13. **“Proof of Claim”** means the document(s) a Claimant must submit to the Settlement Administrator to make a claim under the Settlement.
14. **“Qualifying Claim”** means a timely, complete, and valid Proof of Claim that is accepted by the Settlement Administrator.

II. Submission of Claims

15. **For Businesses**, a Proof of Claim shall consist of a completed claim, proof of identification for the natural person submitting the claim on behalf of the Business, supporting documentation of the value of Eligible Purchases, and, if the Business is no longer active, documentation showing that the natural person submitting the claim owned the Business. The Settlement Administrator may ask for additional documentation as appropriate.
16. **For Non-CA Consumers**, a Proof of Claim shall consist of a completed claim, proof of identification, and supporting documentation of the value of Eligible Purchases. The Settlement Administrator may ask for additional documentation as appropriate.
17. The Settlement Administrator shall use names, addresses, and other information to identify potentially duplicative or fraudulent claims, both within this Settlement Agreement as well as across the settlement in the People’s Action. The Settlement Administrator will reject such duplicate or fraudulent claims, as appropriate, subject to the approval of Settlement Class Counsel.

III. General Rules of Allocation

18. No Claimant shall be permitted to recover from the Allocation Pool unless a Qualifying Claim is submitted for that Claimant.
19. No Claimant shall be permitted to recover from the Allocation Pool unless that Claimant is a Settlement Class Member.
20. Settlement Class Members who opt-out of the Settlement shall not be entitled to any payments from the Allocation Pool.
21. Except as provided in paragraph 27 below, Eligible Non-CA Consumer Claimants shall be paid from the Non-CA Consumer Pool and Eligible Business Claimants shall be paid from the Business Pool.

IV. Distribution of Allocation Pool

22. **Eligible Non-CA Consumer Claimants** will be paid *pro rata* from the Non-CA Consumer Pool with the value of Eligible Southern California Purchases and the value of Eligible Northern California Purchases carrying different weights.
23. To determine each Eligible Non-CA Consumer Claimants' *pro rata* share of the Non-CA Consumer Pool, the Settlement Administrator shall multiply the total value of the Non-CA Consumer Pool by a fraction for which the (a) numerator is the value of the Eligible Purchases by that Eligible Non-CA Consumer Claimant, and (b) the denominator is the total value of all Eligible Purchases by all Eligible Non-CA Consumer Claimants.
 - a) The Settlement Administrator shall determine the value of Eligible Purchases by an Eligible Non-CA Consumer Claimant as follows:
 - i) First, by taking the dollar amounts for Eligible Southern California Purchases and Eligible Northern California Purchases supported by the submitted documents as determined by the Settlement Administrator.
 - ii) Second, by multiplying the resulting dollar amount of Eligible Southern California Purchases by 1 and multiplying the dollar amount of Eligible Northern California Purchases by 0.5, and summing these to result in the value of Eligible Purchases.
24. **Eligible Business Claimants** will be paid *pro rata* from the Business Pool with the value of Eligible Southern California Purchases and the value of Eligible Northern California Purchases carrying different weights.
25. To determine each Eligible Business Claimants' *pro rata* share of the Business Pool, the Settlement Administrator shall multiply the total value of the Business Pool by a fraction for which the (a) numerator is the value of the Eligible Purchases by that Eligible Business Claimant, and (b) the denominator is the total value of all Eligible Purchases by all Eligible Business Claimants.
 - a) The Settlement Administrator shall determine the value of Eligible Purchases by an Eligible Business Claimant as follows:
 - i) First, by taking the dollar amounts for Eligible Southern California Purchases and Eligible Northern California Purchases supported by the submitted documents as determined by the Settlement Administrator.
 - ii) Second, by multiplying the resulting dollar amount of Eligible Southern California Purchases by 1 and multiplying the dollar amount of Eligible Northern California Purchases by 0.5, and summing these to result in the value of Eligible Purchases.
26. An Eligible Claimant shall only be entitled to a distribution if the amount it would receive in a distribution would exceed \$3.00. Amounts that would otherwise be distributed to Eligible Claimants pursuant to paragraphs 22-25 shall be included in the distributions to the other Eligible Claimants within each Allocation Pool on a *pro rata* basis.

27. If the *pro rata* distribution of the funds in an Allocation Pool to Eligible Claimants within that pool as set forth in paragraphs 22-26 would result in Eligible Claimants in that pool receiving more than their collective single damages (based on the below calculations), then the amount initially allocated to that pool that is in excess of the pool's Eligible Claimants' collective single damages shall be allocated to the other pool until that pool's Eligible Claimants have also received their collective single damages. Any remaining excess shall be divided between the pools with the Non-CA Consumer Pool receiving 0.15% of the excess and the Business Pool receiving 0.85% of the excess.
28. For purposes of paragraph 27, collective single damages shall be determined as follows:
- a) Multiplying the total value of Eligible Southern California Purchases by the average overcharge for Southern California using the Expert Report of Dr. Anna Meyendorff.¹
 - b) Multiplying the total value of Eligible Northern California Purchases by the average overcharge for Southern California using the Expert Report of Dr. Anna Meyendorff,² multiplied by 0.5.

V. Distribution of Unspent Funds

29. If any distributable balance remains in the Net Settlement Fund by reason of uncashed checks or otherwise six months after the distribution of the Net Settlement Fund, then that balance shall be redistributed among those Eligible Claimants who have cashed their checks and who would receive at least \$15 from the redistribution, after payment of any additional costs or fees incurred in administering the Net Settlement Fund for the redistribution.
30. If (1) Settlement Class Counsel determines that a redistribution would be uneconomical or (2) six months after the redistribution any balance remains in the Net Settlement Fund and Settlement Class Counsel determines that a further redistribution would be uneconomical, Settlement Class Counsel shall seek an order approving the contribution of the balance to one or more non-sectarian, not-for-profit, 501(c)(3) organizations. Any proposed recipient shall be independent of Settlement Class Counsel so that Settlement Class Counsel does not derive a direct or indirect benefit from the selection of such organization as the recipient of a charitable contribution. Any motion seeking an order to approve the contribution will detail the means by which the proposed recipient(s) were selected.

VI. Administration

31. Unless otherwise noted, any determinations under this Plan of Allocation shall be made by the Settlement Administrator, subject to review by Settlement Class Counsel and approval by the Court.

¹ Expert Report of Dr. Anna Meyendorff dated January 6, 2023, ECF No. 512-4, ¶ 90 (2.13%).

² *Id.*

EXHIBIT B-I

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**IN RE CALIFORNIA GASOLINE SPOT
MARKET ANTITRUST LITIGATION**

CIVIL CASE NO.: 3:20-CV-03131- JSC

DECLARATION OF WESLEY J. REPERT

July 1, 2024

Declaration of Wesley J. Reppert

I. Qualifications, assignment, and summary of results

- (1) I am a Partner in the Antitrust and Competition Practice at Bates White. I received my BA in Economics from Canisius College in 2009. I have fifteen years of experience developing analyses and content for expert reports. I have led multiple project teams providing database development and management, economic analysis, damages analysis, discovery and deposition support, and industry research for clients through all stages of litigation. My expertise spans a wide variety of industries, including big tech, electronics, chemical, and transportation industries, among others.
- (2) I am familiar with *In re California Gasoline Antitrust Litigation*. I supported the work done to prepare the expert reports of Anna Meyendorff, Ph.D., which were submitted in support of Plaintiffs' motion for class certification.
- (3) Counsel for Plaintiffs asked me to provide an estimate of the percentage breakdown of California gasoline purchases between business entities and individuals visiting California between 2015 and 2017. I understand that these percentages will be used for claims administration purposes and will serve as the basis for allocating settled funds between these two groups of purchasers.
- (4) Using data available to me at this time, I estimate that 15% of gasoline purchases were made by individuals visiting California and 85% of gasoline purchases were made business entities. Section II provides the details of my calculations.

Declaration of Wesley J. Reppert

II. Calculation details

- (5) Dr. Meyendorff estimated the gallons of gasoline purchased by individuals visiting Southern California and business entities combined between February 20, 2015, through May 25, 2015, and August 12, 2015, through August 24, 2015. As a result, my calculations are based on data and statistics for Southern California so I can apply them to Dr. Meyendorff's estimate. I do not expect the estimated percentage breakdown to be markedly different from that of Northern and Southern California combined between 2015 and 2017.
- (6) To estimate the percentage breakdown of Southern California gasoline purchases between business entities and individuals visiting Southern California in 2015, I use a combination of sources that allow me to take a "top-down" approach and arrive at my estimate. Below are the calculation steps expressed as a series of formulas, ordered by the sections in which they are discussed.

Section II.A: Visitor spend on transportation and gas ($VS_{T\&G}$)

Section II.B.1: Visitor spend on rental car services (VS_{RC})

Section II.B.2: Visitor spend on taxi and ride-share services (VS_{TRS})

Section II.C: Visitor spend on gasoline ($VS_G = VS_{T\&G} - VS_{RC} - VS_{TRS}$)

Section II.D: Average per-gallon price of gasoline (P_G)

Gallons of gasoline purchased by visitors ($VG_G = VS_G / P_G$)

Total gallons of gasoline purchased by visitors and business entities (TG_G)

Visitor percent of gasoline purchases ($VP_G = VG_G / TG_G$)

Business entity percent of gasoline purchases ($BP_G = 1 - VP_G$)

II.A. Estimated Southern California visitor spend on "Local Transportation and Gas"

- (7) I begin my calculation by estimating the total spend of Southern California visitors on gasoline in 2015. To estimate this amount, I rely on an April 2024 study of "The Economic Impact of Travel" in California, which provides annual estimates of visitor spending on "Local Transportation and Gas"

Declaration of Wesley J. Reppert

for each county in Southern California. This study estimates that visitors in Southern California spent \$6.1 billion on “Local Transportation and Gas” in 2015.¹

Visitor spend on transportation and gas ($VS_{T\&G}$) = \$6.1 billion

II.B. Estimated Southern California visitor spend on rental car services and taxi and ride-share services

- (8) Because the \$6.1 billion Southern California visitor spend includes spending on both gasoline and local transportation services (i.e., spend on rental car services and taxi and other ride-share services such as Uber and Lyft), I estimate visitor spend on local transportation services to deduct it from the \$6.1 billion and isolate visitor spending on gasoline.

II.B.1. Estimated Southern California visitor spend on rental car services

- (9) To estimate the Southern California visitor spend on rental car services, I rely on gross revenues for rental cars at Los Angeles International Airport (LAX) in 2015 reported by Los Angeles World Airport (LAWA).² I use this revenue estimate (\$0.8 billion) as a proxy for California visitor spend on rental car services in Los Angeles County. This amount of spending on rental car services in Los Angeles County represents 26% of the total spend for “Local Transportation and Gas” for Los Angeles County. I then use the Los Angeles County proportion of spend on rental car services (26%) to estimate the Southern California visitor spend on rental car services in the remaining Southern California counties, which increases the estimated spend on rental car services by an additional \$0.8 billion.³ Based on this calculation, I estimate that Southern California visitor spending on rental car services in 2015 is \$1.6 billion.

Visitor spend on rental car services (VS_{RC}) = \$1.6B

¹ See Southern California county appendices at <https://industry.visitcalifornia.com/-/media/industry-site/pdfs/research/2024/the-economic-impact-of-travel-2023.pdf>.

² See <https://www.lawa.org/-/media/lawa-web/lawa-investor-relations/files/car-rental-statistics/cy2015-lax-on-airport-rac-monthly-adjusted-gross-revenue-and-transactions.ashx>.

³ Los Angeles County spend on “Local Transportation and Gas” represents 50% of the total Southern California spend on “Local Transportation and Gas” in 2015. As a result, applying Los Angeles County proportion (26%) to the remaining counties in Southern California effectively doubles the estimated Southern California visitor spend on rental car services in 2015.

Declaration of Wesley J. Reppert

II.B.2. Estimated Southern California visitor spend on taxi and ride-share services

- (10) To estimate the Southern California visitor spend on taxi and other ride-share services, I rely on U.S. statistics related to taxi and ride-share revenue. I estimate the Southern California share of that revenue using population statistics.
- (11) Statista reports \$64 billion in U.S. taxi and ride-share revenue in 2017, which I use as a proxy for 2015 revenue.⁴ Based on the California share of the U.S. population, I estimate that about \$7.7 billion of taxi and ride-share revenue was in California.⁵ I then adjust this number based on the Southern California population as a percent of the total California population, which is approximately 60%.⁶ This results in an estimate of Southern California taxi and ride-share revenue of about \$4.6 billion in 2015.
- (12) As a final step in this calculation, I adjust the taxi and ride-share revenue based on the proportion of weekly visitors in Southern California (about 3 million)⁷ relative to the Southern California adult population without a car (about 1.2 million).⁸ I estimate that weekly visitors in Southern California account for 72% of the combined weekly visitors and Southern California population without access to the vehicle. I then multiply the \$4.6 billion in taxi and ride-share revenue in Southern California by 72% to estimate the Southern California visitor spend on taxi and ride-share services, which is \$3.3 billion in 2015.

$$\text{Visitor spend on taxi and ride-share services (VS}_{\text{TRS}}) = \$3.3\text{B}$$

II.C. Estimated Southern California visitor spend on gasoline

- (13) The next step in my calculation is to deduct the estimated Southern California visitor spend on rental car services (\$1.5 billion) and estimated Southern California visitor spend on taxi and ride-share services (\$3.3 billion) from the total Southern California visitor spend on “Local Transportation and

⁴ See <https://www.statista.com/statistics/1421823/ride-hailing-and-taxi-revenue-united-states/#>.

⁵ California population in 2015 (about 38 million) is approximately 12% of the U.S. population in 2015 (about 322 million). See <https://united-states.reaproject.org/analysis/comparative-trends-analysis/population/tools/60000/0/>.

⁶ Southern California population in 2015 (about 21 million) is approximately 60% of the California population (about 38 million). See <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>.

⁷ Visit California estimate that close to 280 million individuals visited California in 2018, which I estimate to be 265 million visitors in 2015 assuming 2% growth per year. See <https://industry.visitcalifornia.com/research/travel-forecast>. Average weekly visitors in Southern California would then be about 3 million (265 million visitors multiplied 60% for Southern California share, divided by 52 weeks).

⁸ The Los Angeles Times estimates that about 7% of the Southern California population does not own a vehicle. See <https://www.latimes.com/california/story/2023-08-16/car-less-angelenos-share-their-secrets#>. I calculate the Southern California population without access to the vehicle as 7% multiplied by the 17 million adult population in Southern California, which results in 1.2 million.

Declaration of Wesley J. Reppert

Gas” (\$6.1 billion), which results in an estimated \$1.3 billion of Southern California visitor spend on gasoline in 2015.

$$\text{Visitor spend on gasoline (VS}_G\text{)} = \$6.1\text{B} - \$1.6\text{B} - \$3.3\text{B} = \$1.2\text{ billion}$$

II.D. Estimated percentage breakdown of California gasoline purchases between business entities and individuals visiting California in 2015

- (14) The final step in my calculation is to convert the \$1.2 billion of Southern California visitor spend on gasoline to gallons using the average price per gallon of gasoline in California in 2015 (\$3.22 per gallon)⁹, which results in approximately 0.4 billion gallons of gasoline purchased by Southern California visitors in 2015.

$$\text{Gallons of gasoline purchased by visitors (VG}_G\text{)} = \$1.2\text{B} / \$3.22\text{ per gallon} = 0.4\text{B}$$

- (15) The estimated 0.4 billion gallons of gasoline purchased by Southern California visitors is about 15% of the total gallons of gasoline purchased by Southern California visitors and business entities combined.¹⁰ The remaining 85% of the gasoline was thus purchased by business entities.

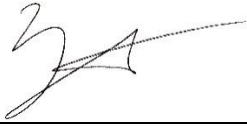
$$\text{Visitor percent of gasoline purchases (VP}_G\text{)} = 0.4\text{B} / 2.6\text{B} = 15\%$$

$$\text{Business entity percent of gasoline purchases (BP}_G\text{)} = 1 - 0.15 = 85\%$$

⁹ Average per-gallon price of gasoline (P_G) = \$3.22. See 2015 average gasoline prices in California reported by the U.S. Energy Information Administration at https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emm_epm0_pte_sca_dpg&f=a.

¹⁰ Based on Dr. Meyendorff’s estimate of Southern California combined visitor and business entity purchases of gasoline in 2015. Total gallons of gasoline purchased by visitors and business entities (TG_G) = 2.6 billion. This calculation can be found in Dr. Meyendorff’s June 5, 2023, backup production. See file *06 Total daily volume - residents and nonresidents.dta*.

Declaration of Wesley J. Reppert



Wesley J. Reppert

July 1, 2024

Date

Appendix A. Curriculum Vitae of Wesley Reppert

Wesley Reppert is a Partner in the Antitrust and Competition Practice at Bates White. He has expertise in developing analyses and content for expert reports and considerable experience leading teams in building, processing, and managing large, complex data sets for economic analysis. He works directly with clients to provide insights into industry dynamics, to contribute to case strategy, and to guide them through all phases of analysis.

Mr. Reppert has led multiple project teams to provide database development and management, economic analysis, damages analysis, discovery and deposition support, and industry research for clients through all stages of litigation. His experience spans a wide variety of industries, including big tech, electronics, chemical, and transportation industries, among others.

A.1. Education

- BA, Economics, Canisius College

A.2. Professional Experience

- Bates White Economic Consulting, Washington, DC
 - Partner, January 2023 – present
 - Principal, January 2019 – December 2022
 - Manager, January 2014 – December 2018
 - Senior Consultant, January 2012 – December 2013
 - Consultant II, January 2011 – December 2011
 - Consultant, April 2010 – December 2010
 - Project Coordinator, July 2009 – March 2010
- Domino's Pizza
 - Franchisee, Hamburg, NY, 2003–2007
 - General Manager, Huntingdon, PA, 2001–2003

Declaration of Wesley J. Reppert

A.3. Selected Consulting Experience

- On behalf of Epic in *Epic Games Inc. v. Google LLC et al.*, concerning the monopolization of app distribution on Android smartphones, supported testifying expert on issues of market definition, market power, theory of harm, and competitive effects.
- In *In re Boy Scouts of America and Delaware BSA, LLC*, led analyses of proofs of claim data in the firm's role as abuse claims consultant and advisor to the debtor. Supported the expert's report on valuation. Directly supported counsel in processing and analyzing voting data results in real time.
- On behalf of plaintiffs in *California Gasoline Spot Market Antitrust Litigation*, a case involving allegations that Vitol Trading and SK Energy conspired to manipulate the Oil Price Information Services spot price indices for gasoline in the Los Angeles Spot Market, managed the team and led analyses to quantify the pass-through of charges in the OPIS spot price index to retail gasoline prices and estimate overcharges for the class.
- In *In re Rail Freight Fuel Surcharge Antitrust Litigation*, heavily involved in economic analyses relating to liability and damages estimation on behalf of numerous direct action plaintiffs, who allege that the four largest US-based Class I railroads conspired to increase the price of rail freight transportation services in the United States by imposing unreasonable fuel surcharges.
- On behalf of TWC Product and Technology, LLC, supported the expert in responding to a complaint filed by the People of the State of California, alleging that The Weather Channel (TWC) mobile app misled users by failing to provide transparent details about how TWC used app users' location data. Analyzed the response of The Weather Channel app users to various events as well as TWC's disclosures and changes to permission prompts related to the use and sharing of location data.
- On behalf of the Federal Trade Commission (FTC), supported the expert in defining relevant markets, analyzing alleged conduct, and evaluating its effects. The FTC alleged that full-service dental distributors Benco, Henry Schein, and Patterson conspired to refuse to offer discounted prices or otherwise negotiate with buying groups seeking to obtain supply agreements on behalf of groups of independent dentists.
- On behalf of Apple in *Apple Inc. v. Qualcomm Inc.*, provided consulting and expert support in analyzing the extent of Qualcomm's market power in modem chipsets, Qualcomm's conduct with respect to original equipment manufacturers (OEMs), including Apple, and the competitive effects of Qualcomm's conduct on OEMs and Qualcomm's rivals. The parties reached a settlement on the first day of trial.
- Provided expert support on behalf of Fera in *Fera Pharmaceuticals LLC v. Akorn Inc.*

Declaration of Wesley J. Reppert

- Provided expert support on behalf of Dell Inc. and Dell Products, Inc. in *In re Optical Disk Drive Products Antitrust Litigation*.
- Provided expert support on behalf of a class of direct purchasers in *In re Cathode Ray Tube (CRT) Antitrust Litigation*.
- Provided expert support on behalf of two reinsurers in arbitration over covered losses incurred by a pharmaceutical company.
- Provided expert support on behalf of Eli Lilly in connection with its \$5.4 billion acquisition of Novartis Animal Health.
- In *In re TFT-LCD (Flat Panel) Antitrust Litigation*, supporting testifying expert working on behalf of a large coalition of direct action plaintiffs in the United States, Asia, and Europe in performing economic analyses to assess liability and damages resulting from the alleged illegal conduct.
- In *In re Urethane Antitrust Litigation*, supported testifying expert working on behalf of a large coalition of opt-out plaintiffs. Responsibilities included database development and management, damages estimation, providing discovery support, and industry research.
- In *United States and State of Texas v. United Regional Health Care System*, supported testifying expert working on behalf of Department of Justice to analyze the competitive effects of United Regional's alleged exclusionary contracts with health insurers. DOJ reached a settlement with United Regional that prohibits the hospital from entering into contracts that improperly inhibit commercial health insurers from contracting with United Regional's competitors.

EXHIBIT C

INFORMATION CONCERNING COMPARABLE SETTLEMENTS

	<i>Edwards v. National Milk Producers Federation</i> , No. 11-cv-04766-JSW (N.D. Cal.)	<i>Pecover et al. v. Electronic Arts, Inc.</i> , No. 08-cv-2820-CW (N.D. Cal.)	<i>In re Lenovo Adware Litigation</i> , No. 4:15-md-02624 (N.D. Cal.)	<i>Weeks v. Google LLC</i> , No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)	<i>Ramirez v. Trans Union LLC</i> , No. 3:12-cv-00632-JSC (N.D. Cal.)
Total Settlement Fund	\$52 Million	\$27 Million	\$8.3 Million	\$7.25 Million	\$9 Million
Number of Class Members	186.2 Million	14.076 Million	797,000 Computers	Approximately 800,000	8,193
Potential Class Members to Whom Notice Was Sent	186.2 Million	14.076 Million	500,000	596,361	8,186
Method(s) of Notice	Publication	Mail, Email, Publication, Online	Email, Mail, Online	Email, Mail, Online	Email, Mail, Online
Number and percentage of Claim Forms Submitted	3,542,640 / 1.9%	143,775 / 1.02%	101,600 / 12%	41,971 / 5.25%	731 / 4.8%
Average Recovery Per Class Member	\$7.51 for individuals and \$210.28 for organizations	\$80.63	\$45 Minimum Per Computer	\$142.76	\$2,200 to each class member for whom there was evidence of publication of an OFAC record to a third party
Amounts Distributed to Cy Pres Recipients, If Any	N.A.	N.A.	N.A.	N.A.	\$14,365.60
Administrative Costs	\$1.5 Million	\$1.17 Million	Estimated \$300,000	\$310,000	\$85,000 (settlement administration costs)
Attorneys' Fees and Costs	Fees: \$2.4 Million Costs: N.A.	Fees: \$2 Million Costs: N.A.	Fees: \$2.49 Million Costs: \$340,800	Fees: \$2.175 Million Costs: \$364,855.97	Fees: \$4.2 Million Costs: \$3 Million
Injunctive and Non-Monetary Relief, If Any	N.A.	N.A.	N.A.	N.A.	N.A.

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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

**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. I am a nationally recognized expert in the field of legal notification, and I have
5 served as an expert in hundreds of federal and state cases involving class action notice plans.

6 3. I am a Vice President of Legal Notification Services for Verita Global, LLC
7 (“Verita”) f/k/a KCC Class Action Services, LLC, a firm that provides comprehensive class action
8 services, including legal notification, email and postal mailing campaign implementation, website
9 design, call center support, class member data management, claims processing, check and voucher
10 disbursements, tax reporting, settlement fund escrow and reporting, and other related services
11 critical to the effective administration of class actions. Verita has developed efficient, secure and
12 cost-effective methods to properly handle the voluminous data and mailings associated with the
13 noticing, claims processing, and disbursement requirements of settlements to ensure the orderly
14 and fair treatment of class members and all parties in interest.

15 4. The purpose of this declaration is to provide information related to Verita’s
16 qualifications and experience,¹ as well as to detail the proposed notice plan (the “Notice Plan”)
17 designed to provide notice to class members of this class action settlement.

18 **VERITA’S BACKGROUND AND EXPERIENCE**

19 5. As an industry leader, Verita has been retained to administer more than 10,000 class
20 actions and distributed settlement payments totaling well over a trillion dollars in assets. Our
21 experience includes many of the largest and most complex administrations of both private litigation
22 and of actions brought by state and federal government regulators. As such, we are familiar with,
23 and guided by, Constitutional due process provisions, the Federal Rules of Civil Procedure, and
24 the relevant case law relating to legal notification.

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27 ¹ Verita acquired Gilardi & Co. LLC in 2015. This Declaration combines the class action notice and
28 administration experience of both firms.

1 6. More specifically, Verita has been appointed as the notice and/or claims
2 administrator in a variety of antitrust matters, including *Barba v. Shire U.S., Inc.*, No. 1:13-cv-
3 21158 (S.D. Fla.); *In re Aftermarket Filters Antitrust Litigation*, No. 1:08-cv-04883 (N.D. Ill.); *In*
4 *re Asacol Antitrust Litigation*, No. 1:15-cv-12730 (D. Mass.); *In re Blood Reagents Antitrust*
5 *Litigation*, No. 09-md-2081 (E.D. Pa.); *In re Domestic Drywall Antitrust Litigation*, No. 2:13-md-
6 02437 (E.D. Pa.); *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Company, Ltd.*, No.
7 2:09-cv-00852 (E.D. Wis.); *In re: Fresh and Process Potatoes Antitrust Litigation*, 4:10-md-02186
8 (D. Idaho); *In re HIV Antitrust Litigation*, No. 3:19-cv-2573 (N.D. Cal.); *In re Hypodermic*
9 *Products Antitrust Litigation*, No. 05-cv-1602 (D. N.J.); *In re Intuniv Antitrust*, No. 1:16-cv-12396
10 (D. Mass.); *In Re Korean Ramen Antitrust Litigation*, No. 13-cv-4115 (N.D. Cal.); *In re Lidoderm*
11 *Antitrust Litigation*, No. 3:14-md-02521 (N.D. Cal.); *In re Lithium Ion Batteries Indirect Antitrust*
12 *Litigation*, No. 13-md-02420 (N.D. Cal.); *In re: Nexium (Esomeprazole) Antitrust Litig.*, No. 1:12-
13 md-2409 (D. Mass.); *In re Potash Antitrust Litigation (II)*, No. 1:08-cv-06910 (N.D. Ill.); *In re*
14 *Remicade Antitrust Litigation*, No. 2:17-cv-04326 (E.D. Pa.); *In re Solodyn (Minocycline*
15 *Hydrochloride) Antitrust Litigation*, No. 1:14-md-02503 (D. Mass.); *In re: Skelaxin (Metaxalone)*
16 *Antitrust Litigation*, No. 1:12-md-02343 (E.D. Tenn.); *In re Thalomid and Revlimid Antitrust*
17 *Litigation*, No. 2:14-cv-06997 (D. N.J.); and *In re Titanium Dioxide Antitrust Litigation*, No. 10-
18 CV-00318 (D. Md.). More information about Verita's experience can be found at
19 www.veritaglobal.com.

20 7. I have personally been involved in many large and significant cases, including *In re*
21 *Experian Data Breach Litig.*, No. 8:15-cv-01592 (C.D. Cal.), a national data breach class action
22 involving over 15 million T-Mobile consumers whose information was stored on an Experian
23 server; *In re: The Home Depot, Inc., Customer Data Security Breach Litig.*, No. 1:14-md-02583
24 (N.D. Ga.), a national data breach class action involving over 40 million consumers who made
25 credit or debit card purchases in a Home Depot store; *In re: Skelaxin (Metaxalone) Antitrust Litig.*,
26 No. 1:12-md-02343 (E.D. Tenn.), a multi-state antitrust settlement involving both third party
27 payors and consumers that purchased or paid for the brand and generic version of the prescription
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1 drug metaxalone; *Chambers v. Whirlpool Corp.*, No. 8:11-cv-01733 (C.D. Cal.), a national product
2 defect case involving class members who experienced or may experience the overheating of an
3 automatic dishwasher control board; *In re Trans Union Corp. Privacy Litig.*, MDL No. 1350 (N.D.
4 Ill.), perhaps the largest discretionary class action notice campaign involving virtually every adult
5 in the United States and informing them about their rights in the \$75 million data breach settlement;
6 and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.), likely the largest and most
7 complex class action in Canadian history incorporating a groundbreaking notice program to
8 disparate, remote aboriginal persons qualified to receive benefits in the multi-billion dollar
9 settlement.

10 8. In forming my opinions, I draw from my in-depth class action experience. I have
11 worked in the class action notification field for more than 20 years. During that time, I have been
12 involved in all aspects in the design and implementation of class action notice planning, as well as
13 the drafting of plain language notice documents that satisfy the requirements of Rule 23 and adhere
14 to the guidelines set forth in the *Manual for Complex Litigation, Fourth* and by the Federal Judicial
15 Center (“FJC”).

16 9. Over the last two years, Verita has not served as the settlement administrator for
17 Settlement Class Counsel² in any other cases.

18 10. I have worked with Settlement Class Counsel to develop various forms of notice for
19 Court approval in this case. All forms of notice have been designed to be noticeable, clear and
20 concise, and written in plain, easily understood language. All forms of notice advise recipients that
21 they may be affected by the settlement of a class action lawsuit.

22 11. The reach of the Notice Plan is consistent with other effective court-approved notice
23 plans. Additionally, the FJC’s 2010 Judges’ Class Action Notice and Claims Process Checklist and
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27 ² Undefined capitalized terms in this declaration incorporate the definitions from the Settlement
28 Agreement.

1 Plain Language Guide (the “FJC Checklist”) considers 70-95% reach among class members
2 reasonable, and this Notice Plan satisfies that.

3 **NOTICE PLAN DETAILS**

4 ***Settlement Class Definition***

5 12. The proposed Settlement Class in the parties’ Settlement Agreement is defined as
6 (a) natural persons who, at the time of purchase, were not residents of the State of California, and
7 (b) all Persons that are not natural persons, wherever located, that: (i) purchased Gasoline from a
8 retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) from
9 February 18, 2015, through May 31, 2017.

10 13. Excluded from the Settlement Class are: (a) the California Attorney General,
11 bringing suit in the name of the People of the State of California, including in his role as *parens*
12 *patriae* for natural persons residing in the State of California, as pleaded in the complaint in the
13 People’s Action; (b) Defendants; (c) officers, directors, employees, legal representatives, heirs,
14 successors, or wholly or partly owned subsidiaries or affiliated companies of Defendants; (d)
15 Settlement Class Counsel and their respective partners and employees; (e) the Court and other
16 judicial officers, their immediate family members, and associated court staff assigned to the Action
17 and the People’s Action; and (f) those individuals who timely and validly exclude themselves from
18 the Settlement Class.

19 ***Direct Notice***

20 14. Verita will purchase a list of business entities from a leading third-party list provider.
21 This database will contain records of businesses located in and around California for which there is
22 a reasonable likelihood of the business having purchased gasoline in California during the
23 Settlement class period due to the fleets associated with these businesses (the “Class List”).³

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26 ³ The Class List will be based on a database of records indicating businesses located within the
27 State of California with a fleet size of 10+ vehicles, as well as businesses in Arizona and Nevada
28 counties neighboring California with a fleet size of 50+ vehicles.

1 15. Verita will send an email notice to all contacts for which an email address is available
2 on the Class List. Verita expects the Class List to contain approximately 35,019 email addresses.
3 Prior to distributing the email notice, all email addresses will be subject to a cleansing and validation
4 process to, among other things, remove extra spaces and fix common domain name errors, as well
5 as compare addresses against known bad email addresses and verify email existence with internet
6 service providers (“ISPs”).

7 16. The email notice will be formatted to avoid common “red flags” that could cause the
8 email to be blocked by spam filters. For example, the content of the notice will be placed in the body
9 of the email rather than as an attachment to avoid spam filters and improve deliverability. The email
10 notice will contain a link to the settlement website. A draft of the proposed email notice is attached
11 as **Exhibit A**.

12 17. The email delivery will be attempted three times. The email campaign will return
13 data regarding the number of emails successfully delivered and email bouncebacks. Many of the
14 initial bouncebacks are temporary in nature and consist primarily of those that are blocked by ISPs,
15 result from filled inboxes on the targets’ computers, or result from some temporary technical
16 difficulties. These categories of bouncebacks (“Non-Fatal Bouncebacks”) account for about 10-15%
17 of all emails that are sent, and in other cases and tests we have found that about 85% of these emails
18 could be deliverable if they were re-sent.

19 18. In addition, Verita will mail a postcard notice to all contacts for which there is a valid
20 mailing address on the Class List and for which either an email address is not available on the Class
21 List or email notice bounced back or is otherwise known not to have been delivered. Verita expects
22 the Class List to contain approximately 60,623 postal addresses, of which 35,019 are also expected
23 to contain a corresponding email address. The postcard notice will include the settlement website
24 URL, as well as a QR code that, when scanned, will take people directly to the settlement website.
25 A draft of the proposed postcard notice is attached as **Exhibit B**.

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1 19. Prior to mailing, the postal addresses will be checked against the National Change of
2 Address (NCOA)⁴ database maintained by the USPS; certified via the Coding Accuracy Support
3 System (CASS);⁵ and verified through Delivery Point Validation (DPV).⁶

4 20. Notices returned by the USPS as undeliverable will be re-mailed to any address
5 available through postal service forwarding order information.

6 21. The direct notice effort is presumed to reach nearly all business entity Settlement
7 Class Members.

8 ***Publication Notice***

9 22. In addition to the direct notice efforts described above, Verita will implement
10 publication notice in the form of a media campaign consisting of a robust online digital effort and a
11 national press release (the latter is discussed in the next section).

12 23. In order to target the media campaign, U.S. Department of Transportation (DOT)
13 2022 National Household Travel Survey⁷ and U.S. Census Bureau population data was studied to
14 determine geographic information and resident age of likely Settlement Class Members. An analysis
15 of this data provided information regarding the starting point of motor vehicle trips with a
16 destination point located in the State of California. By focusing on the origination point of motor
17 vehicle trips with a destination point in California, we were able to apply a geographic focus
18 regarding where likely non-California Settlement Class Members reside. Our analysis showed that
19 approximately 82.9% of all vehicle trips from non-California travelers to California originated from
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22 ⁴ The NCOA database contains records of all permanent change of address submissions received by
23 the USPS for the last four years. The USPS makes this data available to mailing firms and lists
24 submitted to it are automatically updated with any reported move based on a comparison with the
25 person's name and last known address.

24 ⁵ Coding Accuracy Support System is a certification system used by the USPS to ensure the quality
25 of ZIP+4 coding systems.

25 ⁶ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address
26 and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and
27 reports exactly what is wrong with incorrect addresses.

27 ⁷ U.S. Department of Transportation, Federal Highway Administration, National Household
28 Travel Survey (<https://nhts.ornl.gov/>).

1 Arizona, Nevada, Texas, Washington, Utah, Illinois, Colorado, New York, Oregon, and Florida (the
2 “Key States”). MRI-SIMMONS/comScore MultiPlatform data was then studied among adults 25
3 years of age or older nationwide, as well as adults 25 years of age or older within Key States. The
4 characteristics, demographics, interests, and media habits of this target audience, as well as the
5 settlement class definition, aided in the media planning and selection process.

6 24. For the media campaign, approximately 142,375,000 digital impressions will be
7 purchased programmatically via one or more ad exchanges and distributed over various websites
8 and the social media platform Facebook. The impressions will be broadly targeted to adults 25 years
9 of age or older nationwide, with a geographic emphasis on Key States.

10 25. The digital notices will appear in English and Spanish, as appropriate, on both
11 desktop and mobile devices, including tablets and smartphones, in display and native ad formats.
12 All digital media notices will include an embedded link to the settlement website.

13 26. The digital media campaign will run for a 60-day period and be constantly monitored
14 by Verita’s digital specialists to analyze key campaign performance indicators and make real-time
15 modifications, as needed. Drafts of the proposed Digital Notices are attached as **Exhibit C**.

16 *Synergies from Notice in the People’s Action and Combined Notice Efforts*

17 27. The People’s Action settles claims on behalf of natural persons who resided in
18 California between May 4, 2020, and the present (“California Residents”). California Residents who
19 purchased gasoline at retail from February 20, 2015 through November 10, 2015 in Southern
20 California (Los Angeles, San Diego, Orange, Riverside, San Bernardino, Kern, Ventura, Santa
21 Barbara, San Luis Obispo, and Imperial counties) are eligible to receive monetary benefits from the
22 settlement in the People’s Action. The notice methods utilized in the People’s Action are designed
23 to reach California Residents. However, they are expected to also reach individuals and business
24 entities that are included in this settlement. Similarly, the notice methods utilized in this settlement
25 will mainly target likely Settlement Class Members, but are expected to also reach California
26 Residents. Therefore, the parties have agreed to implement the two notice plans simultaneously to
27 take advantage of notice plan synergies, such as utilizing a single joint settlement website, issuing

1 a joint press release, and including information about both settlements in certain notice documents,
2 as appropriate.

3 28. The People’s Action will provide direct notice to all individuals that reside in
4 Southern California via email and postal mail. The direct notice content will contain information
5 regarding the settlement in the People’s Action, as well as this settlement. In particular, the direct
6 notice in the People’s Action is expected to reach individuals who own or operate businesses that
7 may be potential Settlement Class Members in this settlement.

8 29. In addition, the notice plan in the People’s Action includes a media campaign
9 consisting of newspapers and online advertisements. The media campaign is designed to reach
10 California Residents, but will likely also provide notice to many Settlement Class Members. In
11 particular, the media campaign in the People’s Action is expected to reach individuals who own or
12 operate businesses that may be potential Settlement Class Members in this settlement and may
13 potentially also reach non-California natural persons who are potential Settlement Class Members.
14 Both forms of notice in the People’s Action will also advise recipients of the settlement of this action
15 and contain a link to the joint settlement website.

16 30. In terms of combined notice efforts, a joint press release, covering both settlements,
17 will be issued nationwide to over 6,500 press outlets as well as the Hispanic newswire in Spanish
18 and AP News. The press release will help garner “earned media” (*i.e.*, other media may report about
19 the story), which can play a valuable role in distributing news and information about the settlements
20 through trusted sources. Verita anticipates the settlements will receive a significant amount of news
21 coverage. A draft of the proposed joint press release is attached as **Exhibit D**.⁸

22 ***Response Mechanisms***

23 31. Verita will establish and maintain a specific joint settlement website to allow both
24 Settlement Class Members and California Residents to obtain additional information. The
25

26 ⁸ The amounts of the settlement in the People’s Action have been left blank in Exhibit D because
27 this information is not yet public. That information will be included in the published version of the
28 joint press release.

1 landing/main page of the joint website will provide an info-graphic directing users to the appropriate
2 settlement pages., *i.e.*, one designated page for this settlement and another for the settlement in the
3 People’s Action. On the designated settlement page for this settlement, Settlement Class Members
4 will be able to view, download, and/or print the Long Form Notice, the Settlement Agreement, the
5 preliminary approval papers, the claim forms, the exclusion request (“opt-out”) forms, and other
6 relevant documents and court filings. Settlement Class Members will also be able to review a list of
7 Frequently Asked Questions and Answers, important dates and deadlines, as well as file an online
8 claim form or an online opt-out form on the designated settlement website.

9 32. A draft of the proposed Long Form Notice that will be available on the settlement
10 website is attached as **Exhibit E**. The Long Form Notice provides the key terms of the Settlement
11 Agreement, describes Settlement Class Members’ rights and options with respect to the Settlement
12 Agreement, and advises how to opt out of the Settlement Class or object to the settlement.

13 33. Drafts of the proposed paper claim forms and paper opt out forms that will be
14 available for download on the settlement website and are to be submitted by mail, are attached as
15 **Exhibits F and G**, and will be adjusted appropriately into online forms for submission through the
16 website.

17 34. Verita will establish a toll-free number that will allow Settlement Class Members to
18 call to learn more about the settlement in the form of frequently asked questions. If Settlement Class
19 Members do not receive the information they are seeking upon listening to the answers to frequently
20 asked questions, they can speak to a live operator. The number will be operated in both English and
21 Spanish.

22 35. Verita will establish a case-specific email address to allow Settlement Class
23 Members to correspond directly with Verita regarding the administration. This email address will
24 be separate and apart from any email address used for the administration of the People’s Action.

25 36. Verita will also establish and monitor a settlement mailbox where Settlement Class
26 Members may submit hard copy claim forms, exclusion requests, objections, and other case
27

1 correspondence. This mailbox address will be separate and apart from any mail address used for the
2 administration of the People's Action.

3 *Administration Costs*

4 37. Verita estimates the costs of notice and settlement administration for this settlement
5 (*i.e.* separate from the People's Action) at \$672,936 - \$945,977 for a 10-20% claims rate and has
6 agreed to cap the costs of notice and administration at \$1,000,000 (on the condition that the timing
7 of notice and claims administration for this settlement and the settlement in the People's Action
8 substantially overlap). These costs are based upon the scope of work currently contemplated and
9 include tasks such as data intake and processing, purchasing the Class List, distributing the email
10 notice, printing and mailing the postcard notice, address searches, re-mailing postcard notices to
11 updated and/or newly located addresses, postage, implementing the media campaign, distributing
12 the press release, weekly case reporting, setting up and maintaining the settlement website,
13 processing claim forms, processing exclusion requests, curing deficient claims, claim calculations,
14 disbursements and handling, and staff hours.

15 38. The costs of settlement administration are consistent with industry standards and
16 cases of similar size and expected scope. These estimated costs are the product of extensive pre-
17 administration consultation with the parties on the expected scope of work. Notice and settlement
18 administration costs as a general matter are a combination of unitized pricing and hourly rates. While
19 Verita can and does project costs based upon input from the parties about the likely engagement,
20 informed by our own past experience, ultimately, we are a neutral third-party administrator tasked
21 with handling any administrative tasks requested and required by the circumstances of the
22 administration, regardless of whether the administration falls within projections or greatly exceeds
23 them. These realities are beyond Verita's control and cannot be altered by Verita to limit the work
24 required.

PROCEDURES FOR SECURELY HANDLING DATA

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2 39. Verita designed its in-house processing platform to securely safeguard client
3 information, as well as mitigate potential external and internal fraud. Verita implements assurance
4 controls that assure: (1) data transmission between Verita and its client organizations are complete;
5 (2) new claims (participant data and noticing materials) are established accurately and completely;
6 (3) claims processing is performed completely and accurately; (4) disbursements are authorized and
7 performed accurately and completely; (5) output is printed accurately (e.g. claim forms, deficiency
8 letters, etc.); (6) processing is appropriately authorized and scheduled and that deviations from
9 scheduled processing are identified and resolved; (7) physical access to the data center is restricted
10 to properly authorized individuals; and (8) changes to the existing applications are authorized,
11 tested, approved, and properly implemented.

12 40. As a result of providing administrative services within the public sector, most notably
13 with the SEC, Verita continues to develop its system security posture. As a contractor, Verita is
14 subject to annual reviews according to the SEC’s information security program.

CONCLUSION

15
16 41. The proposed Notice Plan is expected to reach more than 70% of the natural persons
17 portion of the Settlement Class through the publication notice efforts described above, as well as
18 nearly all the businesses portion of the Settlement Class through the direct notice efforts described
19 above. The notice efforts provided in the People’s Action will further enhance this Notice Plan and
20 provide additional opportunities for Settlement Class Members to learn about their rights in this
21 settlement.

22 42. In my opinion, the Notice Plan proposed is consistent with other effective settlement
23 notice plans. It is the best notice practicable and meets the requirements of due process as found in
24 *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). The Notice Plan and notice
25 documents are consistent with the guidelines set forth in Rule 23, the *Manual for Complex*
26 *Litigation, Fourth*, and the FJC Checklist, which considers 70-95% reach among class members to
27 be a “high percentage” and reasonable.

1 I, Carla A. Peak, declare under penalty of perjury that the foregoing is true and correct.

2 Executed this 1st day of July 2024, at Ocean City, New Jersey.

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Carla A. Peak

EXHIBIT A

Email Notice

To: <<Class Member Email>>
From: Notice Administrator <classmemberinfo@CalGasLitigation.com>
Subject: California Gas Class Action Settlement Notice

This is a Court-Approved Legal Notice about a Class Action Settlement.

**Si desea recibir esta notificación en español, llámenos 1-877-634-7163
o visite nuestra página web www.CalGasLitigation.com.**

You have been identified as a potential member of a Settlement Class resulting from a class action lawsuit that could affect your rights.

If you:

- purchased gasoline (regular, mid-grade, or premium) in California;
- from a retailer for your own use and not for resale;
- between February 18, 2015, and May 31, 2017; and
- at the time of your purchase, you were either:
 - a person who did not reside in the State of California, or
 - a businesses (regardless of location)

Then:

You may be eligible to receive a payment from a Settlement with Vitol Inc., SK Energy Americas, Inc., and other Defendants.

To be eligible **to receive a payment**, you **must** submit a [claim form](#) by [DATE]. If you do nothing, you will not receive a payment and you will be bound by the Settlement.

If you would like to **object** to the Settlement, you **must** do so by [DATE], by following the [instructions](#) available on the settlement website. If you object to the Settlement, you may not be eligible to receive a payment.

If you would like to **opt out** of the Settlement, you **must** do so by [DATE], by following the [instructions](#) available on the settlement website. You will not receive a payment and you will not be bound by the Settlement.

Go to www.CalGasLitigation.com to learn about your rights and the deadlines.

If you are an individual (not a business) who purchased gasoline between February 20, 2015, and November 10, 2015, while residing in California, a settlement in another case may impact your rights. You can learn more on the [settlement website](#).

What is this lawsuit about?

The lawsuit alleges that Plaintiffs paid more for gasoline in California than they otherwise would have because Defendants manipulated the benchmark price for gasoline. Defendants deny that they did anything wrong. Plaintiffs entered this Settlement to resolve all claims involving allegations in this lawsuit.

Contact information:

Website: www.CalGasLitigation.com

Email: <classmemberinfo@CalGasLitigation.com>

Call Toll-Free: 1-877-634-7163

EXHIBIT B



United States District Court

In re California Gasoline Spot Market Antitrust Litigation

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

Class Action Settlement Notice

Authorized by the U.S. District Court



Did you buy gas in California between Feb. 18, 2015, and May 31, 2017, and were you a business or did you live outside California?

There is a \$13,390,000 settlement of a lawsuit.

You may be eligible to receive money.

To be eligible for a payment, you must take action by [date].

You can visit www.CalGasLitigation.com to learn more.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Defendants about the same issues.
- If you bought gas while living in California, you may be entitled to money from another settlement.
- Questions or to learn more: www.CalGasLitigation.com, scan the QR code, or call 1-877-634-7163.

Court-Approved Legal Notice



This is an important notice
about a class action
settlement.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

EXHIBIT C



DIGITAL MEDIA MESSAGING & DESIGN SAMPLES (EN)

*State of California v. Vitol and
In re California Gasoline Spot Market Antitrust Litig.
July 1, 2024*

NOTE: All creatives displayed herein are for representative purposes only and may not be to scale. Some ads are built on responsive platforms and may not display all text in view based on placement, screen size, etc. Images have been embedded with relevant alt text wherever possible.

DISPLAY

Digital media impressions will be served on desktop and mobile devices via various websites and apps on the Google Display Network.



Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

[Learn More](#)

www.calgaslitigation.com

This advertisement features a circular inset image of a hand holding a gas pump nozzle. The text is centered and uses a bold, sans-serif font. A 'Learn More' button is located below the main text, and the website URL is at the bottom.

300x600



Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

[Learn More](#) www.calgaslitigation.com

This advertisement is similar to the one on the left but includes a 'Learn More' button and the website URL. It also features a circular inset image of a hand holding a gas pump nozzle.

300x250



Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

[Learn More](#) www.calgaslitigation.com

This wide advertisement features the same text and 'Learn More' button as the previous ones, with the website URL. It includes a circular inset image of a hand holding a gas pump nozzle on the right side.

728x90

Display Text:

Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

LEARN MORE
www.calgaslitigation.com

Click-through URL: <https://calgaslitigation.com/>

SOCIAL MEDIA

Digital media impressions will also be served on Facebook as Image Ads.

Facebook Page

The screenshot shows a Facebook page for "California Gasoline Settlements". At the top, there is a navigation bar with icons for home, notifications, groups, and video. The main content area features a large promotional post with the text: "Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements." Below this text is a "Learn More" button and the URL www.calgaslitigation.com. To the right of the text is a circular image of a hand holding a gas nozzle. Below the post, the page name "California Gasoline Settlements" is displayed with "0 likes · 0 followers" and buttons for "Like" and "Search". A navigation menu includes "Posts", "About", "Mentions", "Reviews", "Followers", "Photos", and "More". The "Posts" section is active, showing "No posts available" with a "Filters" button. On the left, an "Intro" section provides details: "Page · Legal service", the website calgaslitigation.com, and "Not yet rated (0 reviews)".



California Gasoline Settlements
Sponsored · ⚙

Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

CALIFORNIA GASOLINE SETTLEMENTS

See if you qualify for a payment.
www.calgaslitigation.com

WWW.CALGASLITIGATION.COM
California Gasoline Settlements [Learn more](#)

[Share](#)

Facebook Desktop Feed Ad



California Gasoline Settlements
Sponsored · ⚙

Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

CALIFORNIA GASOLINE SETTLEMENTS

See if you qualify for a payment.
www.calgaslitigation.com

www.calgaslitigation.com
California Gasoline Settlements [Learn more](#)

[Like](#) [Comment](#) [Share](#)

Facebook Mobile Feed Ad



California Gasoline Settlements
Sponsored

CALIFORNIA GASOLINE SETTLEMENTS

See if you qualify for a payment.
www.calgaslitigation.com

Did you buy gas in California between 2015 and 2017? You may be eligible... [More](#)

[Learn more](#)

Facebook Stories Ad

Headline: California Gasoline Settlements

Display Text:

Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements.

Call to Action: Learn more

Website URL: <https://calgaslitigation.com/>

URL as displayed: www.calgaslitigation.com

Image text: CALIFORNIA GASOLINE SETTLEMENTS

See if you qualify for a payment.

www.calgaslitigation.com

EXHIBIT D

A Combined \$ Million Settlement has been reached with Gas Trading Companies making money available for those who bought Gas in California.

CITY, ST, MONTH DAY, 2024 /PR Newswire/ --

A lawsuit brought by the Attorney General of California and a separate federal class action lawsuit claimed that Defendants Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann manipulated a benchmark price for gasoline in California, causing purchasers to pay artificially inflated prices for gasoline (regular, mid-grade, and premium) in California.

The Attorney General of California has settled claims on behalf of natural persons residing in California (i.e., individuals who are not businesses) who purchased gasoline in the state. If you purchased gasoline at retail in Los Angeles, San Diego, Orange, Riverside, San Bernardino, Kern, Ventura, Santa Barbara, San Luis Obispo, and/or Imperial counties in California between February 20 and November 10, 2015, you may be eligible for a payment. You must file a claim to be eligible to receive money from the \$ million *parens patriae* portion of the \$ million settlement.

Plaintiffs in the federal class action have settled claims on behalf of people who, at the time of purchase, were not residents of California, and businesses (regardless of location), that purchased gasoline from a retailer, for their own use and not for resale, in California, between February 18, 2015, and May 31, 2017. Those who are in this federal settlement class must file a claim to be eligible to receive money from this \$13.93 million settlement.

Payments will depend on which settlement a claimant is eligible for and may vary in part based on how much each claimant spent on gasoline during the relevant time period. How much each claimant will receive is unknown at this time and will depend on how many claims are submitted.

California residents and members of the federal settlement class may object to the respective settlement or request exclusion. Californians and federal settlement class members that do not exclude themselves will be bound by the respective settlement, which may impact their rights.

To submit a claim or exclude yourself from either settlement, learn full details about your rights and options, including the deadlines to exercise them, and access frequently asked questions and other important documents, visit www.CalGasLitigation.com.

###

Source: Verita Global, LLC
Media Contact(s): [TBD]

EXHIBIT E



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

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.
- 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.

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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
Submit a Claim Form	You must submit a claim to be eligible to receive a payment. You will be bound by the Settlement Agreement.
Do Nothing	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.
Opt Out	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
Object	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

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.

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.

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.

- 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. Please do not contact Defendants or the Court.

Deciding What to Do

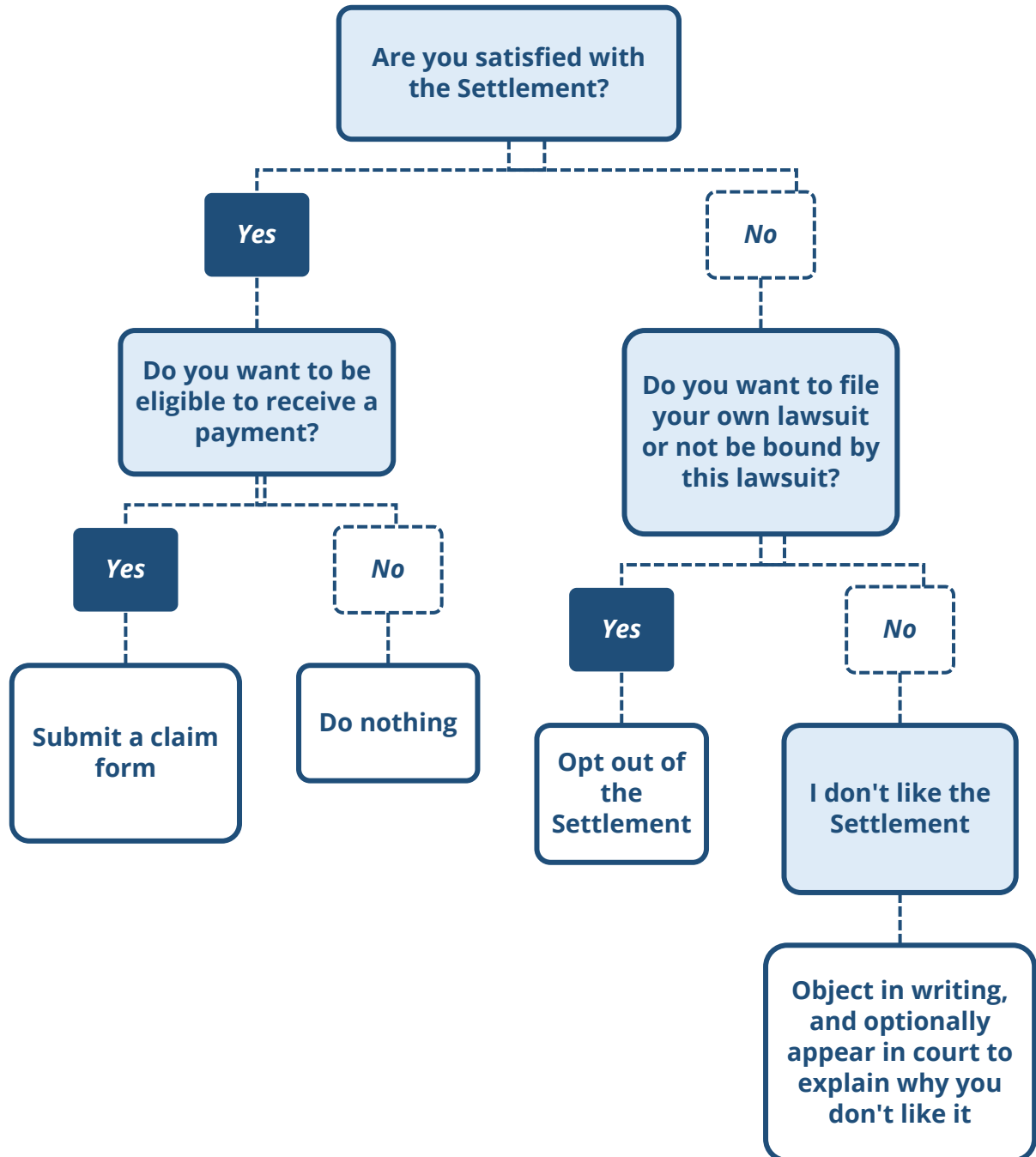
How do I weigh my options?

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:

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

¹ 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 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 on how much Gasoline you purchased, whether you are a business or a non-California resident, and where you purchased Gasoline. For more information concerning how payments will be determined, please review the Plan of Allocation available at 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. 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 or request a paper copy from the Settlement Administrator and mail the completed form to the Settlement Administrator at:

[Settlement Administrator]
Exclusions
[Street address]
[City, State, Zip Code]
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 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]:

[Settlement Administrator] [Street address] [City, State, Zip Code] 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 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 Girard Sharp LLP 601 California Street, Suite 1400 San Francisco, CA 94108 Telephone: (415) 981-4800	Christopher L. Lebsock Hausfeld LLP 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Telephone: (415) 633-1908
---	--

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 payment of up to 30% of the Gross Settlement Amount (or \$4,179,000) in attorneys' fees plus no more than \$8,000,000 as reimbursement for expenses (including the costs of distributing this notice and administering the Settlement).

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. More information about this related settlement can be found at 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. 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 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
- visit the case website at 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
Case website	www.CalGasLitigation.com
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] 1-877-634-7163

	classmemberinfo@CalGasLitigation.com	
Proposed Settlement Class Counsel	Dena C. Sharp Girard Sharp LLP 601 California Street, Suite 1400 San Francisco, CA 94108 Telephone: (415) 981-4800	Christopher L. Lebsock Hausfeld LLP 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Telephone: (415) 633-1908
Court (DO NOT CONTACT)	United States District Court Northern District of California San Francisco Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	

EXHIBIT F

In re California Gasoline Spot Market Antitrust Litigation,
Case No. 3:20-cv-03131-JSC (N.D. Cal.)
Class Action Settlement

NON-CALIFORNIA RESIDENT CONSUMER
RETAIL PURCHASER CLAIM FORM

Section I. Claimant Information (All Fields Required)

First Name Last Name

Street Address

City State ZIP Code Country

Email Address @

(____) _____ - _____
Phone Number

____/____/_____
Date of Birth MM/DD/YEAR

Driver's License
State: _____ Number: _____

Or, only if you no longer have a driver's license, provide either

Passport
Issuing Country: _____ Number: _____

Or

Permanent Resident Card
USCIS #: _____

Please attach a photo of your Identification Card.

Section II. Gasoline Purchase Information

Please provide the following information about your purchases of gasoline from a retailer, for your own use and not for resale, within the State of California, between February 18, 2015, and May 31, 2017.

For Southern California¹

Total Quantity of Gasoline Purchased in Dollars: \$ _____

Please attach proof of your Southern California purchases.

For Northern California²

Total Quantity of Gasoline Purchased in Dollars: \$ _____

Please attach proof of your Northern California purchases.

I attest that at the time I made the purchase(s), I did not reside in the State of California.

NOTE: If you are filling out this Claim Form in paper, you will receive any payment through a paper check via mail to the address you provided. If you wish to receive any payment through Amazon, PayPal or Venmo, please fill out this Claim Form online at www.CalGasLitigation.com.

Notice: All claims are subject to audit by the Settlement Administrator. If your claim is subject to audit for any reason, the Settlement Administrator will notify you at the email address provided above or, if you did not provide a valid email address, at the mailing address above. Failure to respond may result in your claim being disallowed, in whole or in part.

I agree to permit the Settlement Administrator to contact me through the email address, mailing address, or phone number that I provided solely for purposes of administering this Settlement.

By signing this Claim Form, I declare under penalty of perjury under the laws of the United States of America and California that the information submitted on this Claim Form is true and correct, that I purchased the amount of gasoline listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Date

Signature

¹ Southern California includes the California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

² Northern California includes the California counties of Alameda, Alpine, Amador Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yolo.

BUSINESS ENTITY
RETAIL PURCHASER CLAIM FORM

Section I. Claimant Information (All Fields Required)

Business Representative Information:

First Name Last Name

Street Address

City State ZIP Code Country

Email Address @

(____) _____ - _____ / ____ / _____
Phone Number Date of Birth MM/DD/YEAR

Title (providing authority to submit this form on behalf of the business)

Please fill out the information of one of the following forms of ID:

Driver's License
State: _____ Number: _____

Or

Passport
Issuing Country: _____ Number: _____

Or

Permanent Resident Card
USCIS #: _____

Please attach a photo of your Identification Card.

Business information:

Business Name

(____)____-____-_____
Phone Number

Street Address

City

State

____-____-_____
ZIP Code

Country

____-____-_____
Employer Identification Number (EIN)

or

____-____-_____
Social Security Number (SSN)
[use only if you do not have an EIN]

Check the appropriate box. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited Liability Company

Other: _____

Is this business still active?

Yes

No. **If no, please attach documentation showing proof of ownership.**

I attest I have the legal authority to submit a claim on behalf of this business.

Section II. Gasoline Purchase Information

Please provide the following information about the business' purchases of gasoline from a retailer, for the business' use and not for resale, within the State of California, between February 18, 2015, and May 31, 2017.

For Southern California¹

Total Quantity of Gasoline Purchased in Dollars: \$ _____

Please attach proof of your Southern California purchases.

For Northern California²

Total Quantity of Gasoline Purchased in Dollars: \$ _____

Please attach proof of your Northern California purchases.

NOTE: If you are filling out this Claim Form in paper, you will receive any payment through a paper check via mail to the address you provided. If you wish to receive any payment through PayPal or ACH, please fill out this Claim Form online at www.CalGasLitigation.com.

Notice: All claims are subject to audit by the Settlement Administrator. If your claim is subject to audit for any reason, the Settlement Administrator will notify you at the email address provided above or, if you did not provide a valid email address, at the mailing address above. Failure to respond may result in your claim being disallowed, in whole or in part.

I agree to permit the Settlement Administrator to contact me through the email address, mailing address, or phone number that I provided solely for purposes of administering this Settlement.

By signing this Claim Form, I declare under penalty of perjury under the laws of the United States of America and California that the information submitted on this Claim Form is true and correct, that the business identified above purchased the amount of gasoline listed in this Claim Form, and that I believe the business identified above is a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Date

Signature

¹ Southern California includes the California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

² Northern California includes the California counties of Alameda, Alpine, Amador Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yolo.

EXHIBIT G

In re California Gasoline Spot Market Antitrust Litigation,
Case No. 3:20-cv-03131-JSC (N.D. Cal.)
Class Action Settlement

EXCLUSION (“OPT OUT”) REQUEST FORM
NON-CALIFORNIA RESIDENT CONSUMER

First Name

Last Name

Street Address

City

State

ZIP Code

Country

Email Address

@

(_____) _____ - _____
Phone Number

I attest that:

- I purchased gasoline (regular, mid-grade, or premium) in California;
- from a retailer for my own use and not for resale;
- between February 18, 2015, and May 31, 2017; and
- at the time of my purchase, I did not reside in the State of California.

By signing this form, I wish to exclude myself from *In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.) and acknowledge that I will not receive a payment from the Settlement.

Date

Signature

Counsel name (if applicable):

Date

Counsel Signature

In re California Gasoline Spot Market Antitrust Litigation,
Case No. 3:20-cv-03131-JSC (N.D. Cal.)
Class Action Settlement

EXCLUSION (“OPT OUT”) REQUEST FORM
BUSINESS ENTITY

Business Representative Information

First Name

Last Name

Street Address

City

State

ZIP Code

Country

@

Email Address

(_____) _____ - _____
Phone Number

Title (providing authority to submit this form on behalf of the business)

Business Information

Business Name

(_____) _____ - _____
Phone Number

Street Address

City

State

ZIP Code

Country

I attest I have the legal authority to submit this form on behalf of this business.

I attest that the business:

- purchased gasoline (regular, mid-grade, or premium) in California;
- from a retailer for its own use and not for resale;
- between February 18, 2015, and May 31, 2017.

By signing this form, I wish to exclude the business from *In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.) and acknowledge that the business will not receive a payment from the Settlement.

Date

Signature

Counsel name (if applicable):

Date

Counsel Signature

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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 Representatives¹ 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 (*see* Dkt. 601-2, the proposed
10 Notice Plan (*see* 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 *parens patriae* 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 ¹ 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. *See In re High-Tech Employee*
16 *Antitrust Litig.*, 985 F. Supp. 2d 1167, 1180 (N.D. Cal. 2013) (citing *Wal-Mart Stores, Inc. v.*
17 *Dukes*, 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. *See In re Cipro Cases I & II*, 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 (*i.e.*, 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, 19th 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 *also* 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 (*In re California Gasoline Spot Market Antitrust*
14 *Litigation*, 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 eligible Gasoline purchases in California between February 18, 2015
18 and May 31, 2017, to show the objector is a member of the Settlement Class;
- 19 d. A written statement of all grounds for the objection, accompanied by any
20 legal support for the objection;
- 21 e. Copies of any papers, briefs, or other documents upon which the objection is
22 based;
- 23 f. The name, address, email address, and telephone number of every attorney
24 representing the objector; and
- 25 g. A statement indicating whether the objector and/or his or her counsel intends
26 to appear at the Final Approval Hearing and, if so, a list of all persons, if any,
27 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