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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

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

**MOTION HEARING**

DATE: February 20, 2025  
TIME: 10:00 a.m.  
LOCATION: Courtroom 8, 19th Floor

HON. JACQUELINE S. CORLEY

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

2 **PLEASE TAKE NOTICE THAT** on February 20, 2025 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, 19<sup>th</sup> Floor at 450  
5 Golden Gate Avenue, San Francisco, CA 94102, Settlement Class Representatives,<sup>1</sup> by and through  
6 their undersigned counsel of record, will and hereby do move for entry of an order and judgment  
7 granting final approval of the Settlement, certifying the proposed Settlement Class for settlement  
8 purposes, and appointing Settlement Class Counsel and Settlement Class Representatives to represent  
9 the Settlement Class.

10 A copy of a [Proposed] Order Granting Motion for Final Approval of the Settlement and  
11 Judgment is separately submitted with this Motion. Because the opt-out, objection, and claim  
12 submission deadlines are not until January 8, 2025, the [Proposed] Order attached to this motion has  
13 placeholders related to the number of opt-outs, objections, and claims. Settlement Class Representatives  
14 will submit an updated [Proposed] Order with their reply brief.

15 Settlement Class Representatives' Motion is based on Federal Rule of Civil Procedure 23, the  
16 Northern District's Procedural Guidance for Class Action Settlement ("District Guidelines"), this Notice  
17 of Motion, the supporting Memorandum of Points and Authorities, the Declaration of Dena Sharp in  
18 Support of Settlement Class Representatives' Motion for Preliminary Approval of Class Action  
19 Settlement Dkt. 601-1, the Declaration of Dena Sharp and Christopher Lebsack Dkt. 621-1, the  
20 Supplemental Declaration of Zachary Cooley Regarding Dissemination of Settlement Notice (filed  
21 concurrently with this motion), the pleadings and papers on file in Case No. 3:20-cv-03131-JSC, and  
22 any other matter this Court may take notice of.

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27 <sup>1</sup> Settlement Class Representatives for the purposes of the proposed Settlement are Fricke-Parks Press,  
28 Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc. Capitalized terms in this Motion  
incorporate the defined terms from the Settlement Agreement.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Settlement Class Representatives move for final approval of a proposed class action settlement  
4 with Defendants Vitol Inc., Brad Lucas, SK Energy Americas, Inc. (“SKEA”), SK Trading  
5 International Co. Ltd. (“SKTI”), and David Niemann (collectively, “Defendants”) on behalf of  
6 themselves and the Settlement Class. Under the Settlement Agreement, the Settlement Class will  
7 receive \$13,930,000 in exchange for a release of the class claims. *See* Settlement Agreement, Dkt. 601-  
8 2.

9 The Court previously granted preliminarily approval of the proposed Settlement and directed  
10 notice to the proposed Settlement Class. Dkt. 614. The Settlement provides a tangible benefit to  
11 Settlement Class members—businesses and non-California natural persons that purchased gasoline in  
12 California—and complements a separate settlement reached by the California Attorney General on  
13 behalf of natural persons who reside in the state of California. The Settlement is the product of  
14 extensive arm’s-length negotiations among experienced lawyers familiar with the legal and factual  
15 issues in this case, including an acute awareness of the risks of class certification, summary judgment,  
16 trial, and likely appeals. The terms of the Settlement treat class members equitably relative to each  
17 other. Settlement Class Representatives and Settlement Class Counsel believe this Settlement is fair,  
18 reasonable, adequate, in the best interests of the Settlement Class, and respectfully request that the  
19 Court grant final approval of the Settlement and certify the Settlement Class.

20 **II. BACKGROUND AND PROCEDURAL HISTORY**

21 The background of the litigation has been extensively detailed in briefing and declarations  
22 submitted in connection with Settlement Class Representatives’ motions for Preliminary Approval and  
23 Attorneys’ Fees. *See, e.g.*, Dkts. 601 (preliminary approval motion), 601-1 (Sharp Decl. in support of  
24 preliminary approval “Sharp Decl.”), 621 (motion for attorneys’ fees expenses and service awards), 621-  
25 1 (Decl. of Dena Sharp and Christopher Lebsack “Co-Lead Decl.”). Settlement Class Representatives do  
26 not repeat the litigation history in detail here and instead highlight key components of the litigation.

27 Plaintiffs filed the first proposed class action in this matter on May 6, 2020 shortly after the  
28 California Attorney General’s filing of a complaint against overlapping Defendants in San Francisco



1 Superior Court—the People’s Action. Dkt. 1. The Court appointed leadership in the class actions, and  
2 class plaintiffs filed a consolidated complaint on behalf of a class of all purchasers of gasoline in  
3 California during the relevant time period. Dkts. 167, 186. Defendants filed motions to dismiss for  
4 failure to state a claim, a lack of standing to seek injunctive relief, and lack of personal jurisdiction and  
5 venue. Dkts. 221, 224. The Court ultimately granted Defendant SKTI’s motion with respect to personal  
6 jurisdiction and venue but largely denied Defendants’ substantive motions to dismiss. Dkts. 281, 348.

7 Discovery was heavily contested and continued for years. Settlement Class Counsel entered into  
8 a common interest agreement with the California Attorney General and worked collaboratively on many  
9 aspects of party and non-party discovery including document review and depositions, with Settlement  
10 Class Counsel taking the lead on many critical issues. Co-Lead Decl. ¶¶ 10-17. Expert work in this  
11 matter was complex, wide-ranging, and multifaceted. *Id.* ¶¶ 18-30. Settlement Class Counsel worked on  
12 retaining and developing extensive expert testimony, including industry testimony on gasoline trading,  
13 as well as economic modeling and regression calculations to determine the damages California gasoline  
14 purchasers suffered. *Id.*

15 In June 2022, while discovery was still underway, Defendants filed a motion seeking judgment  
16 on the pleadings on causation grounds; this Court denied the motion after briefing and argument. Dkts.  
17 439, 482. On January 6, 2023, Plaintiffs Asante Cleveland, Bogard Construction, Inc., and Ritual Coffee  
18 Roasters, Inc. moved to certify a class of all Southern California gasoline purchasers, and proffered three  
19 expert reports in support thereof. Dkt. 513; Co-Lead Decl. ¶ 27. Defendants opposed and moved to  
20 exclude each of the experts under *Daubert*. Dkts. 528, 532, 534. In the reply in support of their *Daubert*  
21 motions, Defendants publicly disclosed for the first time that they had reached an agreement to settle the  
22 claims brought by the California Attorney General on behalf of California natural persons, which  
23 comprised a substantial portion of the class that class plaintiffs at that time sought to certify. Dkt. 551;  
24 Co-Lead Decl. ¶ 28.

25 As the settlement in the People’s Action came into focus, the parties in this litigation began  
26 negotiations to resolve the claims in the action not covered by the settlement in the People’s Action—  
27 those brought on behalf of businesses and non-California natural persons. *Id.* ¶¶ 31-35. After an initial  
28

1 mediation in October 2023 with Hon. Layn R. Phillips, negotiations continued, and settlement was  
2 ultimately reached in May 2024. *Id.*

3 **A. Terms of the Settlement**

4 The parties reached the proposed Settlement now before the Court as a result of hard-fought and  
5 adversarial litigation. The Settlement provides for monetary recovery, includes an appropriately tailored  
6 release, and does not encumber other, separate claims that class members might have. Defendants will  
7 make a \$13,930,000 million cash payment, no portion of which is eligible to revert back to Defendants.  
8 In exchange, Settlement Class Members agree to release claims against Defendants that concern  
9 “purchases and/or use of Gasoline within the State of California during the period of February 18, 2015  
10 through May 31, 2017.” Dkt. 601-2 at 7.

11 **B. Preliminary Approval and Notice to the Class**

12 On August 23, 2024, the Court preliminarily approved the Settlement, provisionally certified the  
13 proposed class for settlement purposes only, and appointed Verita Global, LLC (“Verita”) as the  
14 Settlement Administrator. Dkt. 614.

15 Notice of the Settlement was provided by direct notice (postcard and email) where contact  
16 information was reasonably available, and by widespread publication notice on relevant websites and  
17 social media platforms which comprised approximately 147,293,441 impressions and targeted likely  
18 Settlement Class Members. Supplemental Declaration of Zachary Cooley Regarding Dissemination of  
19 Settlement Notice (“Cooley Decl.”) ¶ 5.

20 All notices contain a QR code and URL directing Settlement Class Members to a website  
21 dedicated to this matter and the parallel matter brought by the California Attorney General. *Id.* ¶ 9. The  
22 website provides information to members of the classes on both cases. *Id.* Visitors can select which  
23 class they belong to and are then directed to the webpage specific to that case. *Id.* The website includes  
24 answers to frequently asked questions and contains contact information should a Settlement Class  
25 Member wish to speak or correspond with an agent in English or Spanish. *Id.* The website hosts copies  
26 of Long Form Notices, claim forms, and opt-out forms and provides an online portal for filing claims.  
27 *Id.* ¶ 10; *see also* Declaration of Zach Cooley Regarding Dissemination of Settlement Notice, Dkt. 618-  
28 1. The papers filed in connection with Class Counsel’s motions for attorneys’ fees and expenses were

1 posted on the website the day after their filing and further papers filed in connection with the final  
2 approval of the Settlement will similarly be promptly posted on the website once they are filed (which  
3 is weeks before the opt out and objection deadline). *Id.*

4 **C. Settlement Administration Expenses**

5 Through November 30, 2024, Verita has incurred \$263,871.67 in costs related to notice and  
6 administering the Settlement. *Id.* ¶ 15. Verita will continue to incur costs administering claims related to  
7 the Settlement. Settlement Class Counsel is mindful of and is carefully monitoring the expenses  
8 associated with these efforts, which are critical to the responsible administration of the settlements.

9 Settlement Class Counsel has continued to receive weekly updates on costs incurred by Verita  
10 and is working closely with the claims administrator to monitor and limit expenses where possible.  
11 Administration costs will not exceed the \$1,000,000 cap that Settlement Class Counsel negotiated with  
12 the settlement administrator.

13 **III. ARGUMENT**

14 Final approval is a multi-step inquiry: first, the Court must determine that the settlement  
15 proposal is “fair, reasonable, and adequate;” second, it must determine whether notice has been  
16 provided in a manner consistent with Rule 23 and due process; and third, it must certify the proposed  
17 settlement class. *See* Fed. R. Civ. P. 23 (e)(2); *Morrison v. Ross Stores, Inc.*, 2022 WL 17592437, at \*3  
18 (N.D. Cal. Feb. 16, 2022). The Settlement satisfies each of these requirements.

19 **A. The Settlement is Fair, Adequate, and Reasonable**

20 A court may approve a proposed class action settlement only “after a hearing and on finding that  
21 it is fair, reasonable, and adequate after considering whether: (A) the class representatives and class  
22 counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the  
23 relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and  
24 appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the  
25 method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees,  
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1 including timing of payment; and (iv) any agreement required to be identified under Rule 23 (e)(3); and  
 2 (D) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23 (e)(2).<sup>2</sup>

3 As explained more fully below, the proposed Settlement is fair, reasonable, and adequate.  
 4 Settlement Class Counsel are experienced in complex class action litigation, actively litigated the case  
 5 for almost four years, and reached an arms-length settlement under the supervision of a third-party  
 6 neutral. The Settlement provides significant recoveries for Settlement Class Members, particularly when  
 7 balanced against the risks and expenses of continuing litigation. A class trial against Defendants would  
 8 have been costly, recovery was not guaranteed, and there was the possibility of protracted appeals that  
 9 could result in any class certification or final judgment being overturned.

10 **1. Rule 23 (e)(2)(A): Settlement Class Representatives and Settlement Class**  
 11 **Counsel Have Adequately Represented the Settlement Class**

12 Settlement Class Representatives and Settlement Class Counsel have vigorously prosecuted this  
 13 litigation through discovery, motion practice, and mediation. The Settlement Agreement was reached on  
 14 a fully developed record. Class counsel reviewed more than 2.7 million documents; obtained  
 15 voluminous information pursuant to interrogatories and requests for admission; produced over 3,700  
 16 pages of documents in response to Defendants’ requests for production; took thirty-nine depositions of  
 17 Defendants, their employees, and third parties; and worked with experts on their reports, including  
 18 responses to Defendants’ experts. Co-Lead Decl. ¶¶ 10-17, 18-30. Settlement Class Counsel also fully  
 19 briefed and argued multiple motions to dismiss, a motion for judgment on the pleadings, the motion for  
 20 class certification, and three *Daubert* motions. See Dkt. Nos. 221, 224, 281, 348, 482, 513, 530, 543,  
 21 528, 532, 534, 545-2, 549, 551, 553; Co-Lead Decl. ¶¶ 6-9, 18-30. Settlement Class Counsel thus

22  
 23  
 24 <sup>2</sup> Before Rule 23 was amended in December 2018, the Ninth Circuit had enumerated a similar list of  
 25 factors to consider in evaluating a proposed class settlement. See *Churchill Village, L.L.C. v. Gen. Elec.*,  
 26 361 F.3d 566, 575 (9th Cir. 2004). In the notes accompanying the 2018 amendments to Rule 23, the  
 27 Advisory Committee explained that the amendments were not designed “to displace any factor, but  
 28 rather to focus the court and the lawyers on the core concerns of procedure and substance that should  
 guide the decision whether to approve the proposal.” Accordingly, courts apply the framework of Rule  
 23 while “continuing to draw guidance from the Ninth Circuit’s factors and relevant precedent.” *Hefler*  
*v. Wells Fargo & Co.*, No. 16-cv-05479-JST, 2018 WL 6619983, at \*4 (N.D. Cal. Dec. 17, 2018), *aff’d*  
*sub nom. Hefler v. Pekoc*, 802 F. App’x 285 (9th Cir. 2020).

1 “possessed sufficient information to make an informed decision about settlement.” *Hefler*, 2018 WL  
2 6619983, at \*6. Against this backdrop, in its Preliminary Approval Order, the Court found that  
3 Settlement Class Representatives and Settlement Class Counsel adequately represented the interests of  
4 the Settlement Class. Dkt. 614 at 9. The implementation of the notice program and Class Counsel’s  
5 other work to advance the proposed Settlement (such as discussing claims processing issues with Verita)  
6 further confirm the Court’s previous finding and support a finding that this element is satisfied.

7 **2. Rule 23 (e)(2)(B): The Class Settlement Was Negotiated at Arm’s Length**

8 The Settlement is the product of serious, non-collusive, arm’s length negotiations by experienced  
9 counsel with the assistance of a well-respected, experienced mediator, Honorable Layn R. Phillips  
10 (Ret.). *See, e.g., G. F. v. Contra Costa Cty.*, 2015 WL 4606078, at \*13 (N.D. Cal. July 30, 2015) (noting  
11 that “[t]he assistance of an experienced mediator in the settlement process confirms that the settlement is  
12 non-collusive”); *Hefler*, 2018 WL 6619983 \*6 (noting that the settlement “was the product of arm’s  
13 length negotiations through two full-day mediation sessions and multiple follow-up calls” supervised by  
14 a mediator). Settlement Class Counsel acted in the best interests of the Settlement Class, and there is no  
15 evidence to the contrary—for example, there is no evidence of a compromise of the claims of the  
16 Settlement Class in exchange for higher fees—and there has been no agreement concerning attorneys’  
17 fees or otherwise disadvantaging the Settlement Class.

18 Before agreeing on the terms of the Settlement, the parties engaged in extensive factual  
19 investigation, which included nearly forty party and non-party depositions, the production and review of  
20 millions of pages of documents, extensive written discovery, robust motion practice, and expert  
21 discovery. Co-lead Decl. ¶¶ 6-30. The record was thus sufficiently developed to fully inform the parties  
22 and enable them to adequately evaluate the strengths and weaknesses of their respective positions and  
23 risks to both sides if the case did not settle. *See Nat’l Rural Telecomm. Coop. v. DIRECTV*, 221 F.R.D.  
24 523, 527 (C.D. Cal. 2004) (“A court is more likely to approve a settlement if most of the discovery is  
25 completed because it suggests that the parties arrived at a compromise based on a full understanding of  
26 the legal and factual issues surrounding the case.” (internal citation and quotation omitted)).  
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1                   **3. Rule 23 (e)(2)(C): The Cash Payments Provide Adequate Recovery to the**  
 2                   **Class**

3                   In the Rule 23(e) analysis, “[t]he relief that the settlement is expected to provide to class  
 4 members is a central concern.” Fed. R. Civ. P. 23 (e)(2)(C) -(D) advisory committee’s note to 2018  
 5 amendment. “The Court therefore examines ‘the amount offered in settlement.’” *Hefler*, 2018 WL  
 6 6619983, at \*8 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)).

7                   Defendants have agreed to pay \$13.93 million, which will be used as a common fund to pay cash  
 8 benefits to Settlement Class Members as set forth in the Plan of Allocation. The \$13.93 million  
 9 Settlement represents a 33% recovery on the \$42 million single damages estimate for the Settlement  
 10 Class.<sup>3</sup> Co-Lead Decl., ¶ 42. This percentage is at the higher end of typical recoveries in antitrust cases.  
 11 *See Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 964-65 (9th Cir. 2009) (antitrust settlement for 30% of  
 12 plaintiffs’ estimated damages was “fair and reasonable no matter how you slice it”); *In re Cathode Ray*  
 13 *Tube (CRT) Antitrust Litig.*, 2016 WL 3648478, at \*7 n.19 (N.D. Cal. July 7, 2016) (describing survey  
 14 of 71 settled cartel cases where weighted mean settlement recovery was 19% of single damages); *In re*  
 15 *High-Tech Empl. Antitrust Litig.*, 2015 WL 5159441, at \*4 (N.D. Cal. Sept. 2, 2015) (approving total  
 16 settlements that were 14% of the class damages estimate, and noting that “[d]istrict courts in the Ninth  
 17 Circuit routinely approve settlements with much larger differences between the settlement amount and  
 18 estimated damages”). Although the Settlement Class is larger than the litigation class proposed at class  
 19 certification (and includes both Southern California and Northern California purchases), class plaintiffs’  
 20 complaint asserted claims on behalf of a class consistent with the Settlement Class. Working with their  
 21

22  
 23 <sup>3</sup> In the consolidated complaint, plaintiffs sought to represent a class of businesses and consumers that  
 24 purchased gasoline from February 18, 2015, until the date the effects of Defendants’ conduct had come  
 25 to an end. Dkt. 186 at 10. After conducting a detailed review of the record, Class Counsel and their  
 26 experts identified the time periods and locations (*i.e.* Southern California) in which those effects could  
 27 most clearly be established on a classwide basis. Co-Lead Decl., ¶ 21. The resulting damages estimate  
 28 for California businesses and non-California residents, limited to gasoline purchased in Southern  
 California, was \$42 million. Dkt. 545-4, ¶ 81. This \$42 million figure likely represented the maximum  
 single damages that Settlement Class Members (*i.e.* California businesses and non-California residents  
 that purchased gasoline anywhere in California) could have recovered at trial for Defendants’ trading  
 activity from 2015 through May 2017. Co-Lead Decl., ¶ 42.

1 experts, they determined that \$42 million was the single damages that could reasonably have been  
2 sought at trial (with those damages related to Southern California purchases).

3 Given the nature and scope of the claims in play, particularly after the California Attorney  
4 General settled claims on behalf of California natural persons, the \$13.93 million settlement represents a  
5 substantial return for the Settlement Class. Settlement Class Members who have submitted eligible  
6 claims will receive payments corresponding to where they purchased gasoline. As detailed below, the  
7 class Settlement provides adequate relief to the Settlement Class, particularly when weighed against the  
8 risks of continued litigation.

9 **a) The Risks of Continued Litigation**

10 Continued litigation involved substantial risks. Defendants may have prevailed at class  
11 certification, summary judgment, at trial, or on appeal on any one or more of those issues, all of which  
12 presented the prospect of no recovery at all for Settlement Class Members. From the outset, the Court  
13 acknowledged that “calculating Defendants’ impact on the [OPIS] benchmark is no simple feat” and that  
14 “a viable damages model is difficult” in this case. Dkt. 482 at 6. And in their opposition to class  
15 plaintiffs’ motion for class certification, Defendants questioned whether class plaintiffs could  
16 demonstrate classwide injury when the amount of CARBOB Defendants traded amounted to less than  
17 2% of the market. Trial would have involved a clash of expert analyses as to whether Defendants’  
18 actions were anticompetitive; how damages should be calculated; and what damages, if any, should be  
19 awarded, particularly given what Defendants described as the “umbrella damages” theory of this case.

20 There were substantial questions as to whether class plaintiffs would be able to prove at trial that  
21 Defendants’ conduct caused the anticompetitive overcharges that the class has paid. There are, for  
22 example, substantial disputes as to whether Defendants conspired to manipulate the benchmark price for  
23 gasoline in California, and whether their anticompetitive conduct caused California gasoline purchasers  
24 to pay more than they would have at the pump on a classwide basis.

25 **b) Method of Distribution of Settlement Funds**

26 The process for distributing funds is straightforward and readily accessible to Settlement Class  
27 Members. In recognition of the two different types of Settlement Class Members (businesses and natural  
28 persons) and the relative strength of the claims depending on where the gasoline was purchased

1 (Southern or Northern California), 85% of the Settlement Fund is allocated to compensate businesses  
2 that allegedly paid supracompetitive prices for gasoline due to Defendants' conduct, and the remaining  
3 15% of the Settlement Fund is allocated to non-California natural persons (unless that leads to  
4 compensation of either group beyond their collective single damages). Gasoline purchases made in  
5 Southern California will be compensated at twice the rate compared to those in Northern California to  
6 account for the relative strength of the impact of Settlement Class Representatives' claims in each  
7 region.

8 While submitting a claim, Settlement Class Members are given a range of digital payment  
9 options to choose from and can also elect to have a paper check sent to them. Dkt. 601-12 at 3, 6. To the  
10 extent Settlement Class Members have questions about the claims submission process, Verita has full-  
11 time call operators and the settlement website has an online FAQ to help resolve any Settlement Class  
12 Member questions. Cooley Decl., ¶ 11. The method of distribution therefore provides no impediments to  
13 getting money into the hands of eligible claimants.

14 **c) Attorneys' Fees and Expenses**

15 The parties have reached no agreements regarding the amounts of attorneys' fees, expenses, and  
16 service awards to be paid. *See, e.g., In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 569-70 (9th  
17 Cir. 2019) (en banc) (rejecting objection because counsel "did not reach an agreement with the  
18 automakers regarding the amount of attorney's fees to which they were entitled," which "[p]rovid[es]  
19 further assurance that the agreement was not the product of collusion"). The payment of attorneys' fees  
20 and expenses, if any, is subject to approval of this Court, as well as the court presiding over the People's  
21 Action based on findings that such amounts are fair and reasonable. There is thus no aspect of the  
22 Settlement regarding the payment of attorneys' fees and expenses that raises any concern about the  
23 reasonableness, fairness, or adequacy of the Settlement. This is particularly true because, even if this  
24 Court and the court in the People's Action grant Class Counsel's fee requests in full, Class Counsel will  
25 only receive roughly 28.5% of the lodestar they incurred in prosecuting this litigation. Dkt. 621 at 25.

26 **d) Other Agreements**

27 The Court is required to consider "any agreements required to be identified under Rule 23  
28 (e)(3)." *Hefler*, 2018 WL 6619983 at \*7. Two individual Plaintiffs in this litigation, Justin Lardinois and



1 Asante Cleveland—named Plaintiffs who are not part of the proposed Settlement Class and are therefore  
2 not eligible for either service awards or to recover under the Settlement Agreement, and who have, like  
3 the Settlement Class Representatives, participated extensively in discovery and general litigation  
4 efforts—entered into individual settlement agreements with Defendants that provide for awards that  
5 mirror the service awards Settlement Class Counsel seeks for Settlement Class Representatives. Dkt.  
6 621 at 23 n.2. No part of the Settlement is contingent or affected by those individual settlements.

7 Settlement Class Counsel have coordinated their attorneys’ fees requests with the California  
8 Attorney General (as detailed in Class Counsel’s attorneys’ fee motion). The Settlement is not  
9 contingent upon the amount of attorneys’ fees Settlement Class Counsel receives in this action or in the  
10 People’s Action.

11 **4. Rule 23 (e)(2)(D): The Plan of Allocation is Reasonable and Treats Class**  
12 **Members Equitably Relative to Each Other**

13 The claims process and distribution method are reasonable. Settlement Class Members must  
14 provide contact information and photo ID along with proof of purchase, either through a simple online  
15 claim form or through the mail. Dkt. 601-12. William B. Rubenstein, *Newberg on Class Actions* § 12:18  
16 (6th ed. 2023) (noting that “a claiming process is inevitable” when “[t]here would be no way of  
17 distributing a settlement fund to the class members without a process by which the class members  
18 identified themselves, their mailing addresses, etc.”); *Shay v. Apple Inc.*, 2024 WL 1184693, at \*9 (S.D.  
19 Cal. Mar. 19, 2024) (“[A]ll class members were required to provide proof of purchase at one point in the  
20 process . . . [t]his proof of purchase requirement was successful at weeding out many fraudulent  
21 claims[.]”). Further, the claim process is no more onerous than would be required after trial.

22 The method for distributing funds is also reasonable. The Plan of Allocation distributes 85% of  
23 the Settlement Fund to businesses and 15% to non-California consumers (unless that leads to  
24 compensation of either group beyond their collective single damages), which reflects the estimated  
25 collective shares of damages by these two types of Settlement Class Members, as calculated by  
26 Settlement Class Representatives’ expert. Dkt. 601-4 (Declaration by Wesley J. Reppert). “[A]n  
27 allocation formula need only have a reasonable, rational basis, particularly if recommended by  
28 experienced and competent counsel.” *Rieckborn v. Velti PLC*, 2015 WL 468329, at \*8 (N.D. Cal. Feb. 3,

1 2015) (citation omitted). Under the Plan of Allocation, all Settlement Class Members who submit valid  
2 claims will receive cash payments based on their *pro rata* allocation share of the Settlement Fund based  
3 on the amount they paid for gasoline. Dkt. 601-3 ¶¶ 22-28. In this calculation, purchases made in  
4 Southern California will be afforded twice the value compared to purchases made in Northern California  
5 (purchases in Southern California will carry weight of 1 and purchases in Northern California will carry  
6 a weight of 0.5), to reflect the relative strength of these claims on the merits, given that class plaintiffs  
7 did not move to certify a litigation class of Northern California purchasers. *Id.*; see *In re MyFord Touch*  
8 *Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal. Mar. 28, 2019), Dkt. 526 at 4-5 (granting approval  
9 of settlement plan that pays a lower dollar amount based on the relative strength of certain claims); *In re*  
10 *JUUL Labs, Inc., Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2023 WL 6205473, at \*6-7 (N.D. Cal. Sept.  
11 19, 2023) (granting approval of a settlement allocating enhanced payments for certain class members).

12 Settlement Class Members have been given the option to choose their preferred method of  
13 payment, including electronic methods or by paper check. Dkt. 601-12 at 3, 6. After an initial  
14 distribution, if there are substantial funds from uncashed payments, the remaining funds will, where  
15 economically rational, be redistributed to the Settlement Class Members who made claims and accepted  
16 their initial distribution payments. Dkt. 601-3 ¶¶ 29-30. Only if the distribution of residual funds  
17 becomes uneconomical will distribution be made to a *cy pres* or other similar recipient, subject to the  
18 Court's approval. *Id.*

### 19 **5. The Class Settlement Satisfies the Remaining Ninth Circuit Approval** 20 **Factors**

21 In addition to the framework of Rule 23 as amended in 2018, courts in this District “continu[e] to  
22 draw guidance from the Ninth Circuit’s factors and relevant precedent,” in evaluating a proposed class  
23 settlement. *Hefler*, 2018 WL 6619983, at \*4; *Churchill*, 361 F.3d at 575 (courts should consider “(1) the  
24 strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation;  
25 (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement;  
26 (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of  
27 counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the  
28

1 proposed settlement”).<sup>4</sup>

2 Many of these factors, such as the strength of plaintiffs’ case, the risk and duration of further  
3 litigation, and the amount offered, overlap with the Rule 23 (e)(2)(C) factors and are addressed above.  
4 The remainder favor final approval as well, as described below.

5 **e) Settlement Class Counsel Endorses the Settlement**

6 In considering whether to grant final approval, courts afford significant weight to the opinions of  
7 experienced class counsel who are familiar with the litigation. *See In re Volkswagen “Clean Diesel”*  
8 *Mkt’g, Sales Pracs., and Prods. Liab. Litig.*, 2016 WL 6248426, at \*14 (N.D. Cal. Oct. 25, 2016)  
9 (“Courts afford ‘great weight to the recommendation of counsel, who are most closely acquainted with  
10 the facts of the underlying litigation.’”) (quoting *Nat’l Rural Telecomms. Coop.*, 221 F.R.D. at 528).  
11 This is because “[p]arties represented by competent counsel are better positioned than courts to produce  
12 a settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enters. Sec.*  
13 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

14 Settlement Class Counsel is experienced in complex class action litigation and settlements,  
15 including in complex antitrust cases like this one. Co-Lead Decl. ¶ 39. Based on this experience,  
16 Settlement Class Counsel firmly believe that the Settlement provides a positive outcome for Settlement  
17 Class Members and, in light of the uncertainties and risks in continued litigation, strongly recommends  
18 its approval.

19 **f) The Presence of a Governmental Participant**

20 No governmental agency is directly involved in this Settlement. Plaintiffs and the California  
21 Attorney General jointly litigated parallel cases, however, with extensive efforts to cooperatively pursue  
22 discovery and coordinate on strategic efforts. Those efforts have resulted in two, complementary  
23 settlements, with this action resolving the claims of California businesses and non-California residents

24 \_\_\_\_\_  
25 <sup>4</sup> The deadline to submit claims, opt-out, or object is not until January 8, 2025, and it is thus premature  
26 to determine the reaction of the class. As of December 17, 2024, out of millions of Settlement Class  
27 Members, there are 52 opt-outs and no objections to the Settlement. Cooley Decl. ¶ 13. In comparison,  
28 through that date, Settlement Class Members had submitted 3,483 claims. *Id.* ¶ 12. In their reply brief in  
support of final approval, Settlement Class Representatives will submit updated opt-out, objection, and  
claims statistics, and will address the substance of any objections received by the January 8 deadline.

1 (natural persons) and the California Attorney General settling the claims of California natural persons.  
2 The settlement of this action will therefore in no way encumber, or be encumbered by, the parallel  
3 government action.

4 The Attorney General of the United States and Attorneys General of each State were notified of  
5 the proposed Class Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. Dkt. 605.  
6 None sought to intervene in the litigation or raise any concerns or objections to the Settlement.

7 **6. The Court-Approved Notice Plan Satisfies Due Process and Adequately**  
8 **Provided Notice to Settlement Class Members**

9 Rule 23 requires that prior to final approval, “[t]he court must direct notice in a reasonable  
10 manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23 (e)(1)(B). For  
11 classes certified under Rule 23 (b)(3), “the court must direct to class members the best notice that is  
12 practicable under the circumstances, including individual notice to all members who can be identified  
13 through reasonable effort.” Fed. R. Civ. P. 23 (c)(2)(B). The Rule provides that “notice may be by one  
14 or more of the following: United States mail, electronic means, or other appropriate means.” *Id.*

15 Verita has carried out a thorough notice campaign. Cooley Decl. ¶¶ 4-8. Verita provided  
16 individual notice to Settlement Class Members via email and physical postcards where contact details  
17 were available. *Id.* ¶¶ 7-8. Verita sent 61,552 direct notices, which included 25,399 emails and 36,153  
18 postcard notices via USPS first class mail (where an email address was not available). *Id.* For postcard  
19 notices that were returned undeliverable, as of December 17, 2024, Verita re-mailed 322 postcard  
20 notices to any new address available through USPS information and to addresses Verita obtained from a  
21 third-party address lookup service. *Id.* ¶ 7.

22 In addition to direct notice, Verita also carried out a robust publication notice campaign. The  
23 program included display advertising on a selected advertising network and social media, which were  
24 targeted to Settlement Class Members. *Id.* ¶ 5. The digital notices served at least 147,293,441  
25 impressions. *Id.* The Digital Notices ran from October 2, 2024, through December 3, 2024. *Id.* Both  
26 direct and indirect notice referred potential Settlement Class Members to the settlement website. *Id.*  
27 **Exhibits B, C.** That settlement website contains, amongst others, answers to frequently asked questions,  
28 the claims administrator’s contact details, and case documents. *Id.* ¶9. The website also hosts copies of

1 Long Form Notices, claim forms, and opt-out forms and provides an online portal for filing claims. *Id.* ¶  
2 10. As of December 17, 2024, there have been 431,724 unique visitor sessions to the settlement website  
3 during the notice period. *Id.*

4 Verita also established and continues to maintain a toll-free telephone number for potential  
5 Settlement Class Members to call and obtain information about the parties' settlement, request a notice  
6 packet, and/or seek assistance in the form of answers to frequently asked questions or speak to a live  
7 operator in English or Spanish. *Id.* ¶ 11. The telephone hotline became operational on October 2, 2024,  
8 with the recording being accessible 24 hours a day, 7 days a week, and live operators being available  
9 during standard business hours. *Id.* As of December 17, 2024 the telephone line has received 2,651 calls  
10 of which 312 were passed to a live operator. *Id.*

11 The Settlement Notice represents the best notice practicable. In total, the Settlement Notice is  
12 estimated to have reached over 70.4% of Settlement Class Members. *Id.* ¶ 6; *see, e.g., Schneider v.*  
13 *Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020) (approving a notice plan reaching at  
14 least 70.69% of class members); *Free Range Content, Inc. v. Google, LLC*, 2019 WL 1299504, at \*6  
15 (N.D. Cal. Mar. 21, 2019) (“Notice plans estimated to reach a minimum of 70 percent are constitutional  
16 and comply with Rule 23.” (brackets and internal quotation marks omitted)).

17 The notice documents are clear and concise, and directly apprise Settlement Class Members of  
18 all the information they need to know to make a claim, opt out, or object. Fed. R. Civ. P. 23 (c)(2)(B);  
19 *see Cooley Decl.* ¶¶ 9-12. The Notice Plan is consistent with, and exceeds, other similar court-approved  
20 notice plans, the requirements of Federal Rule of Civil Procedure 23 (c)(2)(B), and the Federal Judicial  
21 Center (“FJC”) guidelines for adequate notice.

22 As there is no alternative method of notice that would be practicable here or would be more  
23 likely to notify Class Members, the Notice Plan constitutes the best practicable notice to Class Members  
24 and complies with the requirements of due process.

25 **B. The Court Should Certify the Settlement Class**

26 In the Preliminary Approval Order, the Court concluded that it was likely to certify the  
27 following Settlement Class:  
28

1 (a) natural persons who, at the time of purchase, were not residents of the  
 2 State of California, and (b) all Persons that are not natural persons, wherever  
 3 located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and  
 4 not for resale, (iii) within the State of California, (iv) from February 18,  
 5 2015, through May 31, 2017.<sup>5</sup>

6 Preliminary Approval Order, Dkt. No. 614 at 18. All the factors that supported the Court’s prior  
 7 conclusions remain true, and the Settlement Class should be certified.

8 **Rule 23 (a)(1): Numerosity.** Rule 23(a)(2) requires the class to be “so numerous that joinder of  
 9 all members is impracticable.” Fed. R. Civ. P. 23(a)(1). The Settlement Class includes both individuals  
 10 and business entities. According to Verita’s estimates, the number of businesses alone in and around  
 11 California with large fleets exceeds 60,623. Dkt. No. 601-6 at ¶ 18. Courts in the Ninth Circuit generally  
 12 agree that numerosity is satisfied if the class includes forty or more members. *See In re JUUL Labs, Inc.,*  
 13 *Mktg. Sales Pracs. & Prod. Liab. Litig.*, 609 F. Supp. 3d 942, 959 (N.D. Cal. 2022). The Settlement  
 14 Class easily meets that threshold. *See* Preliminary Approval Order at 8 (preliminary finding numerosity).

15 **Rule 23 (a)(2): Commonality.** Rule 23(a)(2) requires “questions of law or fact common to the  
 16 class.” Fed. R. Civ. P. 23(a)(2). This case presents numerous common questions of fact and law that  
 17 relate to the Defendants’ anticompetitive conduct, including whether the Defendants entered into a  
 18 “combination of capital, skill, or other acts” under the Cartwright Act that increased the benchmark  
 19 price of California gasoline. *See* Pltfs’ Mtn. for Class Cert., Dkt. 513 at 9 (listing common questions of  
 20 law and fact). Generally, “[a]ntitrust liability alone constitutes a common question that ‘will resolve an  
 21 issue that is central to the validity’ of each class member’s claim ‘in one stroke’” because proof of the  
 22 violation “‘will focus on defendants’ conduct and not on the conduct of individual class members.’” *In*  
 23 *re High-Tech Employee Antitrust Litig.*, 985 F. Supp. 2d 1167, 1180 (N.D. Cal. 2013) (citing *Wal-Mart*

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24 <sup>5</sup> Excluded from the Settlement Class are (a) the California Attorney General, bringing suit in the name  
 25 of the People of the State of California, including in his role as *parens patriae* for natural persons  
 26 residing in the State of California, as pleaded in the complaint in the People’s Action; (b) the Settling  
 27 Defendants or any other named defendant in the litigation; (c) officers, directors, employees, legal  
 28 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.

1 *Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). The Settlement Class, therefore, satisfies this  
2 requirement. *See* Preliminary Approval Order at 8 (preliminary finding commonality).

3 **Rule 23 (a)(3): Typicality.** Rule 23(a)(3) requires that “the claims or defenses of the  
4 representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). Claims  
5 are typical of a class when they “arise[ ] from the same event, practice or course of conduct that gives  
6 rise to the claims of the absent class members” and are “based on the same legal or remedial theory.” *In*  
7 *re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, 2006 WL 1530166, at \*4 (N.D. Cal. June  
8 5, 2006) (alteration in original) (citation omitted). Here, the Settlement Class Representatives’ claims  
9 and those of the members of the proposed Settlement Class are based on the same legal theory (price-  
10 fixing through manipulation of the benchmark price for gasoline in California) and injury (overcharges  
11 on retail purchases of gasoline). The fact that the proposed Settlement Class consists of both businesses  
12 and non-California natural persons that purchased from different gas stations does not weigh against a  
13 finding of typicality. *See In re Optical DiskDrive Antitrust Litig.*, 303 F.R.D. 311, 317 (N.D. Cal. 2014).  
14 Each Settlement Class Member’s claim stems from the Defendants’ alleged conduct and resulting  
15 overcharge on purchases of retail gasoline. Typicality is satisfied. *See* Preliminary Approval Order at 8  
16 (preliminary finding typicality).

17 **Rule 23 (a)(4): Adequacy.** Adequacy is also presumed where, as here, a fair settlement was  
18 negotiated at arm’s length. 2 Newberg on Class Actions, § 11.28, 11-59. There is no conflict of interest  
19 between the Settlement Class Representatives and Settlement Class members. *See Staton v. Boeing Co.*,  
20 327 F.3d 938, 957 (9th Cir. 2003). Settlement Class Representatives and their counsel have fairly and  
21 adequately protected the interests of the Settlement Class. Thus, adequacy is satisfied. *See* Preliminary  
22 Approval Order at 8 (preliminary finding adequacy).

23 **Rule 23 (b)(3): Predominance.** Under Rule 23(b)(3), certification is appropriate where  
24 “questions of law or fact common to class members predominate over any questions affecting only  
25 individual members.” Fed. R. Civ. P. 23(b)(3). Predominance is met when plaintiffs’ claims “depend  
26 upon a common contention . . . of such a nature that it is capable of classwide resolution—which means  
27 that determination of its truth or falsity will resolve an issue that is central to the validity of each one of  
28 the claims in one stroke.” *Wal-Mart*, 564 U.S. at 350. “Even if just one common question predominates,

1 ‘the action may be considered proper under Rule 23(b)(3) even though other important matters will have  
2 to be tried separately.’” *Hyundai & Kia*, 926 F.3d 539, 557 (quoting *Tyson Foods, Inc. v. Bouaphakeo*,  
3 577 U.S. 453 (2016)).

4 The predominance inquiry is more straightforward in the settlement context because, unlike  
5 certification for litigation, “manageability is not a concern in certifying a settlement class where, by  
6 definition, there will be no trial.” *Id.* at 556–57. “[C]ommon issues usually predominate in cases where  
7 the defendants are alleged to have engaged in collusive, anticompetitive conduct resulting in artificially  
8 high market-wide prices for a product.” *In re Cipro Cases I & II*, 121 Cal. App. 4th 402, 411 (2004)  
9 (collecting cases). The focus here is on Defendants’ conduct and the effect on the market, which are  
10 common to all Settlement Class Members. The focus is not on the actions of individual Settlement Class  
11 Members. *See In re Glumetza Antitrust Litig.*, 336 F.R.D. 468, 475 (N.D. Cal. 2020) (citing *Alaska*  
12 *Airlines v. United Airlines*, 948 F.2d 536, 540 (9th Cir. 1991)); *see also id.* (“the illegality of defendants’  
13 scheme turns on details of the payment and defendants’ purposes — evidence common to every  
14 purchaser”). “Courts repeatedly have held that the existence of the conspiracy is the predominant issue  
15 and warrants certification even where significant individual issues are present.” *In re Cathode Ray Tube*  
16 *Antitrust Litig.*, 308 F.R.D. 606, 620 (N.D. Cal. 2015) (cleaned up).

17  
18 The predominance requirement is satisfied. *See* Preliminary Approval Order at 9 (preliminarily  
19 finding predominance).

20 **Rule 23 (b)(3): Superiority.** Rule 23(b)(3) also requires the class to demonstrate that “a class  
21 action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed.  
22 R. Civ. P. 23(b)(3). Certifying the Settlement Class is superior to resolving Settlement Class Members’  
23 claims through individual litigation and would: (i) avoid congesting a court with the need to repetitively  
24 adjudicate such actions; (ii) prevent the possibility of inconsistent results; and (iii) allow Settlement  
25 Class Members an opportunity for redress they might otherwise be denied. “In antitrust cases such as  
26 this, the damages of individual [indirect] purchasers are likely to be too small to justify litigation, but a  
27 class action would offer those with small claims the opportunity for meaningful redress.” *In re Static*  
28



1 *Random Access (SRAM) Antitrust Litig.*, 2008 WL 4447592, at \*7 (N.D. Cal. Sept. 29, 2008); *see*  
2 Preliminary Approval Order at 5 (preliminarily finding superiority).

3 \*\*\*

4 In sum, the Settlement Class meets all relevant requirements of Rule 23(a) and (b) and should be  
5 certified for purposes of settlement. In addition, as noted above, Settlement Class Representatives and  
6 Settlement Class Counsel have adequately represented the interests of the Settlement Class throughout  
7 the course of the litigation and settlement, and the Court should appoint them to represent the Settlement  
8 Class.

9 **C. Costs of Administering the Settlement Are Reasonable**

10 Verita, the settlement administrator, has submitted invoices for its expenses incurred as of  
11 November 30, 2024, totaling \$ 263,871.67, an expenditure well below the current \$500,000  
12 authorization and \$1,000,000 cap. Cooley Decl. at ¶ 15; Dkt. 614 at 18; Co-Lead Decl. ¶ 37. Even if  
13 Verita reached the \$1,000,000 cap, that amount would be reasonable for the administration of an indirect  
14 purchaser case in which class members will submit proof of purchase. It is worth noting that the overall  
15 administration costs in this matter will be reduced as a result of Verita serving as the administrator in  
16 this action and the People’s Action.

17 **IV. CONCLUSION**

18 For the foregoing reasons, Settlement Class Representatives respectfully request that the Court  
19 enter the proposed order certifying the Settlement Class, appointing Dena Sharp of Girard Sharp LLP  
20 and Christopher Lebsack of Hausfeld LLP as Settlement Class Counsel, appointing Settlement Class  
21 Representatives to represent the Settlement Class, and granting final approval of the class Settlement  
22 with Defendants.

23  
24 Dated: December 18, 2024

Respectfully submitted,

25 By: /s/ Dena C. Sharp

26 Dena C. Sharp  
27 **GIRARD SHARP LLP**  
28 601 California St., Suite 1400  
San Francisco, CA 94108

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*Co-Lead Counsel and Proposed Settlement  
Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 18, 2024, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

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

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

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

**SUPPLEMENTAL DECLARATION  
OF ZACH COOLEY  
RE: DISSEMINATION OF  
SETTLEMENT NOTICE**

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

13 3. The purpose of this declaration is to provide information related to Verita’s  
14 execution of the notice plan in this matter to date.

15 **NOTICE DISSEMINATION**

16 **Press Release and Digital Media Campaign**

17 4. Verita caused a press release to be distributed nationally via PR Newswire on  
18 October 2, 2024. The press release was distributed via PR Newswire’s US1 National Newline in  
19 English and National Hispanic Newline in Spanish and included syndicated distribution via AP  
20 News. A true and correct copy of the English and Spanish press releases as distributed are attached  
21 hereto as **Exhibit A**.

22 5. In addition, Verita purchased 142,375,000 impressions that were distributed  
23 programmatically via various websites and mobile apps, as well as on Facebook, from October 2,  
24 2024, through December 3, 2024. The impressions were targeted to adults 25 years of age and older  
25 nationwide in English and Spanish as appropriate. A portion of the impressions were geographically  
26 focused to target Arizona, Nevada, Texas, Washington, Utah, Illinois, Colorado, New York,  
27 Oregon, and Florida. A total of 147,293,441 impressions were delivered, resulting in an additional

1 4,918,441 impressions at no extra charge. Confirmation of the digital notices as they appeared on a  
2 variety of websites and on Facebook is attached hereto as **Exhibit B**.

3 6. Per Verita’s media and noticing team, the notice campaign is estimated to have  
4 reached over 70.4% of Settlement Class Members.

5 **Postcard and Email Notice**

6 7. On October 2, 2024, Verita caused the Postcard Notice to be printed and mailed to  
7 the 36,153 names and mailing addresses in the Contact List.<sup>1</sup> A true and correct copy of the Postcard  
8 Notice is attached as **Exhibit C**. From October 2<sup>nd</sup> through December 17<sup>th</sup>, Verita has received  
9 4,263 returned undeliverable mail from the Postcard Notice mailing. Verita continues to search for  
10 updated addresses available through USPS and a third-party address lookup service, and re-mail the  
11 Postcard Notice on a rolling basis. From October 2<sup>nd</sup> through December 17<sup>th</sup>, Verita has found 322  
12 updated addresses and subsequently sent the Postcard Notice to these individuals.

13 8. On October 2, 2024, Verita caused the Email Notice to be emailed to 25,399 names  
14 and email addresses in the Contact List. A true and correct copy of the Email Notice is attached as  
15 **Exhibit D**. Of the 25,399 Email Notices issued, 3,090 were returned as undeliverable to the email  
16 address on file. The 3,090 individuals were sent a Postcard Notice based on the address available in  
17 the Contact List.

18 **SETTLEMENT WEBSITE**

19 9. On October 2, 2024, Verita launched a website—[www.calgaslitigation.com](http://www.calgaslitigation.com)—  
20 dedicated to this matter and the parallel matter by the California Attorney General (“AG”). The  
21  
22

---

23 <sup>1</sup> On September 9, 2024, Verita purchased a list of records of business entities, of which 61,576  
24 entities were collectively identified as potential class members (referred to as the “Contact List”).  
25 The Contact List included names, addresses, and e-mail addresses, where applicable. Verita  
26 formatted the list for mailing and emailing purposes and removed duplicate records. In total, there  
27 were 61,552 records in which we received contact information and were able to send notice. Verita  
generated a mail table that contained 36,153 records and an email notice table that contained 25,399  
records. Mail notice was sent via USPS first class mail. Verita updated its proprietary database with  
the Contact List.

1 website provides information to members of the classes on both cases, including answers to  
2 frequently asked questions and our contact information should a class member wish to speak or  
3 correspond with one of our agents in English or Spanish. Visitors can select which class they belong  
4 to and are then directed to the webpage specific to that case. A QR code and the URL directing Class  
5 Members to the settlement website was set forth in the Postcard Notice, Email Notice, Digital  
6 Notices, Long Form Notice, and Press Release.

7 10. Visitors to the website can download claim forms, opt-out forms, English and  
8 Spanish copies of the Long Form Notice, and other case-related documents. Visitors can also submit  
9 claim and opt out forms online during the filing period. True and correct copies of the uploaded  
10 Long Form Notices, claim forms, and opt-out forms are attached as **Exhibit E-G**, respectively.  
11 Copies of Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Service Awards in this matter  
12 and their Motion for Leave to Intervene and Federal Class Counsel’s Motion for Award of  
13 Attorneys’ Fees in the related AG matter were uploaded to the website the day after they were filed  
14 on December 7, 2024. Further papers filed in connection with the final approval of the Settlement  
15 will similarly be promptly posted on the website once they are filed. From October 2<sup>nd</sup> through  
16 December 17<sup>th</sup>, the site has been accessed 431,724 times.

17 **TELEPHONE HOTLINE**

18 11. Verita established and continues to maintain a toll-free telephone number (1-877-  
19 634-7163) for potential class members to call and obtain information about the parties’ settlement,  
20 request a notice packet, and/or seek assistance in the form of answers to frequently asked questions  
21 or speak to a live operator. The line is available in both English and Spanish. The telephone hotline  
22 became operational on October 2, 2024, with the recording being accessible 24 hours a day, 7 days  
23 a week, and live operators being available during standard business hours. From October 2<sup>nd</sup> through  
24 December 17<sup>th</sup>, the telephone line has received 2,651 calls of which 312 were passed to a live  
25 operator.

1 **CLAIM FORMS**

2 12. The postmark deadline for Class Members to file claims in this matter is January 8,  
3 2025. From October 2<sup>nd</sup> through December 17<sup>th</sup>, Verita has received 3,483 timely-filed claim forms.  
4 From October 2<sup>nd</sup> through December 17<sup>th</sup>, 1,235 of the 3,483 timely-filed claim forms are for the  
5 Business Group and 2,248 of the 3,483 timely-filed claim forms are from the Individual Group.  
6 Verita is working on validating the claim forms and will have a further update for the Court  
7 regarding additional claims received as well as how many are deemed valid in subsequent  
8 declarations.

9 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

10 13. The notice informs Class Members that requests for exclusion from the Class must  
11 be postmarked no later than January 8, 2025. From October 2<sup>nd</sup> through December 17<sup>th</sup>, Verita has  
12 received 52 requests for exclusion. Of the 52 requests, 7 requests are made on behalf of businesses  
13 with the remaining 45 being from individuals. Verita will have a further update for the Court after  
14 the opt-out period closes.

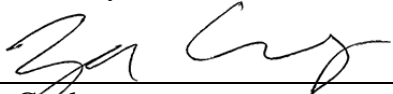
15 **REPORT ON OBJECTIONS TO THE SETTLEMENT RECEIVED TO DATE**

16 14. The notice informs Class Members that objections to the Settlement must be  
17 postmarked no later than January 8, 2025. From October 2<sup>nd</sup> through December 17<sup>th</sup>, Verita has not  
18 received any objections to the settlement. Verita will have a further update for the Court after the  
19 objection period closes.

20 **ADMINISTRATION COSTS**

21 15. Through November 30, 2024, Verita has incurred \$263,871.67 in administration  
22 costs. Verita will update the Court as to its incurred administration costs in a subsequent declaration.  
23

24 I, Zach Cooley, declare under penalty of perjury that the foregoing is true and correct.  
25 Executed this 18th day of December 2024, at Louisville, Kentucky.

26   
27 \_\_\_\_\_  
28 Zach Cooley



# Exhibit A

# A Combined \$63.93 Million Settlement has been reached with Gas Trading Companies making money available for those who bought Gas in California.

---

NEWS PROVIDED BY

**Verita Global LLC** →

Oct 02, 2024, 08:00 ET

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SAN FRANCISCO, Oct. 2, 2024 /PRNewswire/ -- 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 \$37.5 million *parens patriae* portion of the \$50 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. Claims must be submitted by January 8, 2025.

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

Media Contacts:

Attorney General Press Office, (916) 210-6000, [agpressooffice@doj.ca.gov](mailto:agpressooffice@doj.ca.gov)

Samantha Derksen, Hausfeld, 202-849-4766

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# Se llegó a una conciliación combinada de \$63.93 millones con empresas de comercialización de gasolina que suministrará dinero para quienes compraron gasolina en California.

USA - español ▼

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NEWS PROVIDED BY

**Verita Global LLC** →

Oct 02, 2024, 08:00 ET

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SAN FRANCISCO, 2 de octubre de 2024 /PRNewswire-HISPANIC PR WIRE/ -- En una demanda presentada por el fiscal general de California y una demanda colectiva federal independiente se alegó que las Demandadas Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., y David Niemann manipularon un precio de referencia para la gasolina en California, lo cual hizo que los compradores pagaran precios inflados artificialmente para la gasolina (regular, grado medio y premium) en California.

El fiscal general de California concilió las respectivas demandas en nombre de aquellas personas naturales residentes en California (es decir, personas que no son empresas) que compraron gasolina en el estado. Si compró gasolina al por menor en los condados de Los Ángeles, San Diego, Orange, Riverside, San Bernardino, Kern, Ventura, Santa Bárbara, San Luis Obispo o Imperial en California entre el 20 de febrero y el 10 de noviembre de 2015, puede ser elegible para recibir un pago. Usted debe presentar una reclamación para poder recibir dinero de la porción establecida bajo la figura *parens patriae* de \$37.5 millones que forma parte de la conciliación de \$50 millones.

Los demandantes en la demanda colectiva federal conciliaron las respectivas demandas en nombre de personas que, al momento de la compra, no eran residentes de California y de empresas (sin importar la ubicación), que compraron gasolina en un minorista, para su propio uso y no para reventa, en California, entre el 18 de febrero de 2015 y el 31 de mayo de 2017. Todos los que conforman este grupo de conciliación federal deben presentar una reclamación para poder recibir dinero de esta conciliación de \$13.93 millones.

Los pagos dependerán de la conciliación a la cual corresponde la situación de cada reclamante y pueden variar en parte según el monto que cada reclamante gastó en gasolina durante el periodo de tiempo pertinente. En este momento no se sabe cuánto dinero recibirá cada reclamante y esto dependerá de la cantidad de reclamaciones que se presenten. Las reclamaciones deben presentarse a más tardar el 8 de enero de 2025.

Los residentes de California y los miembros del grupo de la conciliación federal pueden objetar la respectiva conciliación o solicitar ser excluidos. Los californianos y los miembros del grupo de la conciliación federal que no se excluyan deberán acatar la respectiva conciliación, la cual puede tener impacto en sus derechos.

Para presentar una reclamación o excluirse de la conciliación, obtener los detalles completos sobre sus derechos y opciones, incluidos los plazos para ejercerlos, y acceder a las preguntas frecuentes y otros documentos importantes, visite [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Media Contacts:

Attorney General Press Office, (916) 210-6000, [agpressooffice@doj.ca.gov](mailto:agpressooffice@doj.ca.gov)

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# **Exhibit B**

# Digital Media PoP

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*In re California Gasoline Spot Market Antitrust Litigation*  
Settlement Notice






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### Gallego divorce records must be unsealed, Arizona appellate court rules

The public is entitled to see what is in the divorce records of Ruben and Kate Gallego – at least, most of it.



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## MUSIC




**The Beehive music venue profile**  
There's nothing scary about the artist-oriented mission and DIY vibe of this community space.

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Mountain Town Music will present a live and faithful revival of The Last Waltz featuring top tier local musicians including a cast of guest performers.

# ColoradoSun.com | 728x90 (ENG)

The screenshot shows the top portion of the Colorado Sun website. At the top left are social media icons for Facebook, Twitter, and Instagram. The main logo features a yellow sun icon above the text "THE COLORADO SUN". To the right of the logo is a red "Become a member" button and a "Login" link with a magnifying glass icon. Below the logo is a horizontal navigation menu with links for NEWS, NEWSLETTERS, EVENTS, PODCAST, APP, COLORADO'S BEST, ABOUT US, and DONATE. A promotional banner with a white background and a gas pump image reads: "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". The main banner is a large rectangle with a red-to-blue gradient background. It features the text "ELECTION 2024" with a sun icon in the zero, followed by "Colorado Voter Guide" and the subtitle "What you need to know to vote in the Nov. 5 general election". At the bottom of the page, there are two image thumbnails: one showing a mountain landscape and another showing a "Vote" sign in front of a building.

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By **Giovanni Radtke**, Assistant News Editor · October 9, 2024

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By **Layla Alnadar**, Statesman Staff Writer · October 8, 2024



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## Aurora rally for Donald Trump underway with Lauren Boebert and other Colorado speakers

Live updates from former President Donald Trump's rally in Aurora today, where supporters began lining up outside the Gaylord Rockies Resort before dawn. Speakers have included U.S. Rep. Lauren Boebert and state Rep. Gabe Evans, a congressional candidate.

**Related**

- **Trump's sold-out Aurora rally is chance to prove it's "not a city overrun by Venezuelan gangs," mayor says** 2 hours ago



**1 of 18**

United States Representative Lauren Boebert walks out on stage before former President Donald J. Trump holds a campaign rally at Gaylord Rockies Resort in Aurora on Oct. 11, 2024. The Republican presidential nominee is holding the rally on the outskirts of Aurora making good on an earlier promise to visit the city he has labeled a "war zone" because of problems at apartment complexes with a Venezuelan gang. (Photo by RJ Sangosti/The Denver Post)

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The screenshot shows the top navigation bar of ElTiempoLatino.com with categories: Política, Economía, Inmigración, Salud, Nacional, and Tierra Mia. A red 'Newsletter' button and user icons are on the right. The main content area features three opinion articles:

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POR SIMON HERRERA CELIS


The sidebar advertisement features a circular image of a hand at a gas pump nozzle. The text reads:

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A large amount of the fentanyl was left out on a nightstand in a room next to the bedroom of two kids, according to the Suffolk County District Attorney's Office.



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**¿Compró gasolina en California entre 2015 y 2017? Puede ser elegible para recibir dinero de una de dos conciliaciones.**  
Más información [www.CalGasLitigation.com](http://www.CalGasLitigation.com)

**Taylor Swift Y Otros Artistas Salen Al Rescate Tras Los Daños Del Huracán Milton En Florida**  
Oct 10, 2024

**“Joker: Folie A Deux”, ¿Convertido En Un Chiste?**  
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**El Impactante Regreso De Shakira**  
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**Nueva Clínica De Salud Mental En Maryvale**  
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**Pending lawsuit against CCSD could shed light on district's latest financial woes**

An April lawsuit that alleges financial mismanagement in the Clark County School District's technology division could be key to understanding some of the district's recent...

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**How much do you need to make to live comfortably in Las Vegas?**

A new study has Las Vegas well above the national average for affordability out of the largest 50 metros in the U.S.

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**Vegas waited years for this Hawaiian restaurant. Now, location No. 2 is on the way**

Get set for more malasadas, Korean fried chicken and chili over rice from the beloved Hawaiian diner chain.

## Juvenile shot to death in North Las Vegas



The investigation is still in the preliminary stages and no additional information is available at this time, police said.



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

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**Women to Watch: 2024**

**Feel Good Friday: A Holiday Festival, a Candy Buyback, and Children's Literacy**

**Pacific Northwest Ballet Announces 'All Balanchine' Shows**

**Tacoma Announces 2024 AMOCAT Arts Award Winners**

**Puyallup Tribe, City of Tacoma to Add Twulshootseed to Local Street Signs**

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**5 South Sound Pumpkin Patches to Experience**



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**large fire at Clearwater scrap metal recycling business**

Officials say the fire on Gentry Drive "will be burning for a long time."

**Petersburg crane developer should've used more 'common sense'**

At a Friday news conference, Duke Energy also pledged that power would be restored in days, not weeks.

**picks up the pieces – again**

Winds pummeled homes, toppled a crane and shredded a stadium roof. But the worst of the surge went south.

**After two ferocious storms, making peace with Florida | Column**

Hurricanes Milton and Helene leave Florida somber in their wakes.

**President Biden to visit Florida, survey Hurricane**

**At least 17 people dead in Hurricane Milton's aftermath**

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**Sunday, November 3<sup>rd</sup>**  
Noon - 4 p.m.

**The Coliseum**  
535 4th Ave N,  
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Featuring the area's top wedding professionals

Presented by Tampa Bay Times **FREE PARKING**

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# TelemundoPortland.com | 300x250 (ES)

The screenshot displays the TelemundoPortland.com website interface. At the top, a navigation bar includes links for 'Inicio', 'Local', 'Feria Tu Salud', 'Planifica Tu Vacuna', 'Veo Telemundo', 'Acceso Total', 'Promociones', and 'CONÉCTATE'. The main content area features three news items:

- México ya tiene su primera presidente mujer al mando**  
por *Telemundo* el octubre 2, 2024 a las 4:17 am  
Crédito: Noticias Telemundo Ciudad de México, México – Claudia Sheinbaum asumió hoy martes la presidencia de México y se convirtió en la primera mujer en asumir el máximo cargo de su país. En una ceremonia realizada en la sede de la [...]
- Huracán Helene: la cifra de muertos supera los 100 en medio de devastación**  
por *Telemundo* el octubre 1, 2024 a las 4:29 am  
El Huracán Helene ha causado una catástrofe de enormes proporciones, dejando más de 100 personas fallecidas mientras las autoridades continúan evaluando los estragos provocados por la tormenta. Las comunidades más afectadas están viviendo un [...]
- Aumento de Enfermedades Transmitidas por Mosquitos Preocupa a las Autoridades de Salud**  
por *Telemundo* el agosto 28, 2024 a las 12:12 am  
Las enfermedades transmitidas por mosquitos están en aumento en varias regiones, generando preocupación entre las autoridades de salud pública. Con la llegada del verano y las condiciones climáticas favorables para la proliferación de [...]

The right sidebar contains an advertisement for the American Cancer Society with the text: 'Las pruebas para la detección del cáncer salvan vidas.' and a 'Más información' button. Below it is another advertisement with the text: '¿Compró gasolina en California entre 2015 y 2017? Puede ser elegible para recibir dinero de una de dos conciliaciones.' and a 'Más información' button with the URL [www.CalGasLitigation.com](http://www.CalGasLitigation.com). At the bottom of the sidebar is a 'SOCIAL FEED' section.

# TheDallesChronicle.com | 300x600 (ENG)

The screenshot shows the website's navigation bar with categories: NEWS, SPORTS, GORGE LIFE, EVENTS, OPINION, OBITUARIES, EN ESPAÑOL, E-EDITION, SPECIAL SECTIONS, CLASSIFIEDS, and WINES OF THE GORGE. The main content area features four news items:

- Nov. 5 General Election: Election Q&As start, general election news** (Oct 9, 2024). Description: THE GORGE — Local ballots for the Nov. 5 General Election will be mailed to registered voters in Oregon Oct. 16, and Oct. 18 in Washington. In this issue, Columbia Gorge News begins publishing responses to a Q&A sent to all candidates in contested races in Hood River, Wasco, Klickitat an...
- Police reports: Oct. 9, 2024** (Oct 9, 2024). Description: Hood River Sheriff, Sept. 1 - 30.
- White Salmon City Council steps back viewshed ordinance** (Oct 9, 2024). Description: WHITE SALMON — After more than two hours of comments and discussion, White Salmon's City Council decided to put the proposed Viewshed Overlay Ordinance, which would limit the height of four Lincoln Avenue homes across from Rheingarten Park, on hold during their Oct. 2 meeting.
- Hood River residency program welcomes new doctors** (Oct 9, 2024). Description: By Neita Cecil Columbia Gorge News.

On the right side, there is an advertisement for CalGasLitigation.com with the headline: "Did you buy gas in California between 2015 and 2017? You may be eligible to receive money from one of two settlements." It includes a "Learn More" button and the website URL.

# TroyRecord.com | 300x600 (ENG)

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## NCAA FOOTBALL: 'Self-inflicted wounds' key as RPI tries to regroup vs. St. Lawrence

TROY, N.Y. — After more than three weeks, which felt longer to head coach Ralph Isernia, the Rensselaer Polytechnic Institute (RPI) football team is set to finally play a game again at East Campus Stadium. It's been 24 days since the Engineers took to the home turf for gameday, beating their rivals, Worcester Polytechnic Institute, in Troy, 51-7, back on...



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



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[Learn More](#) [www.CalGasLitigation.com](http://www.CalGasLitigation.com)



Cooking with Styles | Simple stovetop meals



**Dallas PD officer's son, who suffers from rare blood disorder, gets special Make-A-Wish to New York, Central Park**

The 16-year-old suffers from a rare diagnosis and it had been his dream to visit Central Park.



**Buckeye fan helps make 8-year-old Wolverine fan's dreams come true while battling cancer**

One local Ohio State Buckeyes fan helped give a young Michigan Wolverine fan battling cancer a day he'll never forget.

**Send Relief to Florida After Hurricane Milton**



**DONATE**

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**UAW leaders, Sen. Bernie Sanders rally in Belvidere**  
 Vermont Sen. Bernie Sanders and UAW President Shawn Fain are expected to rally Friday in Belvidere.

**Winnebago Co. board member asks about additional recommendations for Mental Health Board**

**Rockford restaurants warn of decreasing business as relief grant offers support**

**Stranger helps Rockton woman escape Hurricane Milton**

**7 Day Forecast**

FRI	SAT	SUN	MON	TUE	WED	THU
WARM	WET	DRY	CHILLY	CHILLY	WET	WET
84°	69°	64°	56°	56°	64°	71°
53°	46°	37°	31°	32°	39°	

ADVERTISMENT

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

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FOOTBALL FRENZY PLAY OF THE WEEK Sponsored by MIDWEST Ruth Co.

# Facebook Feed | Desktop (ENG)

The screenshot shows a Facebook feed on a desktop browser. At the top, the navigation bar includes the Facebook logo, a search icon, and several utility icons (home, messages, video, marketplace, profile, groups, notifications). The main content is a sponsored advertisement from 'California Gasoline Settlements'. The ad features a bright orange background with the text 'CALIFORNIA GASOLINE SETTLEMENTS' in large white letters. Below this, it says 'See if you qualify for a payment.' and provides the website 'www.CalGasLitigation.com'. A circular inset image shows a hand holding a gas pump nozzle. At the bottom of the ad, there is a 'Learn more' button and a small disclaimer: 'This website has been established to provide general information related t...'. The Facebook interaction bar at the bottom shows 'Like', 'Comment', and 'Share' options.

California Gasoline Settlements  
Sponsored (demo)

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

WWW.CALGASLITIGATION.COM

California Gasoline Settlements  
This website has been established to provide general information related t...

Learn more

Like Comment Share

# Facebook Feed | Desktop (ES)

The screenshot shows a Facebook desktop interface. At the top, there is a navigation bar with icons for home, search, and notifications. The main content is a sponsored post from 'Conciliaciones de gasolina de California'. The post text asks: '¿Compró gasolina en California entre 2015 y 2017? Puede ser elegible para recibir dinero de una de dos conciliaciones.' Below the text is a large orange graphic with the title 'CONCILIACIONES DE GASOLINA DE CALIFORNIA' and the website 'www.CalGasLitigation.com'. A circular inset image shows a hand holding a gas pump nozzle. At the bottom of the post, there is a 'Learn more' button and interaction options for 'Like', 'Comment', and 'Share'.



# Facebook Feed | Mobile (ENG)



# Facebook Feed | Mobile (ES)



# | Facebook | Stories Ad (ENG)



# | Facebook | Stories Ad (ES)



# Thank you

---

Settlement Administration | Legal Notification



# Exhibit C

**Court-Approved  
Legal Notice**



This is an important  
notice about a  
class action settlement.



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**CALG**

*California Gasoline Spot Market*  
Antitrust Settlement Administrator  
P.O. Box 301176  
Los Angeles, CA 90030-1176

**«Barcode»**

Postal Service: Please do not mark barcode

CALG: ClaimID: «Claim8»-«CkDig»

PIN: «PIN»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»



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 part of this Settlement, you must take action by January 8, 2025.  
You can visit [www.CalGasLitigation.com](http://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](http://www.CalGasLitigation.com), scan the QR code, or call 1-877-634-7163.



# Exhibit D

## Zachary Cooley

---

**From:** California Gasoline Spot Market Antitrust Settlement Administrator  
<calgaslitigation@e.veritaglobal.com>  
**Sent:** Wednesday, October 2, 2024 5:15 PM  
**To:** Zachary Cooley  
**Subject:** California Gas Class Action Settlement Notice

You don't often get email from calgaslitigation@e.veritaglobal.com. [Learn why this is important](#)

### **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](http://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 January 8, 2025. 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 January 8, 2025, 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 January 8, 2025, 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](http://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](http://www.CalGasLitigation.com)

Email: [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com)

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

---

# **Exhibit E**



Tribunal de Distrito de los Estados Unidos para el  
Distrito Norte de California

*En ref. California Gasoline Spot Market Antitrust Litigation*

Caso n.º 3:20-cv-03131-JSC (Dist. Norte Cal.)

# Aviso de demanda colectiva

***Autorizado por el Tribunal de Distrito de los EE. UU.***

---

¿Usted compró gasolina en California entre el 18 de febrero de 2015 y el 31 de mayo de 2017?

En ese momento, ¿era usted una empresa o vivía fuera de California?

Existe una conciliación de USD 13 930 000 de una demanda que puede tener consecuencias sobre sus derechos.

Puede ser elegible para recibir dinero.

Lea todo este documento detenidamente.

Sus opciones

**1. Presentar una reclamación.**

Podrá recibir un pago.

**2. No hacer nada.**

No recibirá ningún pago y deberá acatar la Conciliación.

**3. Excluirse.**

No recibirá ningún pago y no deberá acatar la Conciliación.

**4. Objetar.**

Cosas importantes que debe saber:

- No está siendo demandado.
- Visite [www.CalGasLitigation.com](http://www.CalGasLitigation.com) para obtener más información.
- ¿Es usted una persona que compró gasolina entre el 20 de febrero de 2015 y el 10 de noviembre de 2015 mientras residía en California? Una conciliación en otro caso puede tener consecuencias sobre sus derechos. Visite [www.CalGasLitigation.com](http://www.CalGasLitigation.com) para obtener más información.

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## Acerca de este aviso

### ¿Por qué recibí este aviso?

Este aviso le brinda información sobre la Conciliación del litigio de una demanda colectiva, titulada *In ref. California Gasoline Spot Market Antitrust Litigation*, caso n.º 3:20-cv-03131-JSC (Distrito Norte California), que resuelve las reclamaciones de (a) personas naturales que, al momento de la compra, no eran residentes del estado de California, y (b) todas las Personas que no sean personas naturales, como por ejemplo empresas, dondequiera que se encuentren, que: (i) compraron gasolina a un minorista, (ii) para su propio uso y no para reventa, (iii) dentro del estado de California, (iv) entre el 18 de febrero de 2015 y el 31 de mayo de 2017. **Recibió este aviso porque puede ser miembro de este grupo, denominado “Grupo de la Conciliación”, y sus derechos pueden verse alterados.** Este aviso le brinda un resumen de los términos del Acuerdo de conciliación, explica qué derechos tienen los Miembros del Grupo de la Conciliación y ayuda a los Miembros del Grupo de la Conciliación a tomar decisiones informadas sobre qué medidas tomar.

### ¿Qué hago a continuación?

Lea este aviso para comprender el Acuerdo de conciliación y determinar si usted es un Miembro del Grupo de la Conciliación. Luego, decida si desea:

Opciones	Más información sobre cada opción
<b>Enviar un formulario de reclamación</b>	Debe presentar una reclamación para poder recibir un pago. Tendrá la obligación de acatar el Acuerdo de conciliación.
<b>No hacer nada</b>	No recibirá ningún pago. Renuncia a los derechos que resuelve el Acuerdo de conciliación. Lea a continuación para obtener más detalles sobre los tipos de reclamaciones cubiertas por esta Conciliación.
<b>Excluirse</b>	No recibirá ningún pago. Le permite iniciar potencialmente otra demanda contra los Demandados (definidos más adelante) sobre los mismos asuntos. Debe avisar al Administrador de la Conciliación por escrito utilizando los procedimientos indicados en las páginas 10 a 11.
<b>Presentar una objeción</b>	Le indica al Tribunal por qué no le agrada el Acuerdo de conciliación. Puede encontrar más detalles sobre cómo objetar esta Conciliación en las páginas 11 a 12.

Continúe leyendo para comprender los detalles específicos del Acuerdo de conciliación y lo que significaría cada opción para usted.

## ¿Cuáles son las fechas más importantes?

Su fecha límite para objetar o excluirse: **8 de enero de 2025.**

Audiencia de aprobación final de la Conciliación: **20 de febrero de 2025.**

Su fecha límite para presentar un Formulario de reclamación: **8 de enero de 2025.**

## ¿Cuáles son las definiciones más importantes?

Revise el Acuerdo de conciliación para ver una lista completa de los términos definidos. A continuación se presenta la definición de ciertos términos que se utilizan en este aviso.

- **“Demandados”** significa Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd. y David Niemann.
- **“Partes exoneradas demandadas”** significa los Demandados y cada una de sus respectivas pasadas, presentes o futuras, directas e indirectas, entidades matrices (incluidas las holding empresariales), subsidiarias, filiales, asociados (todo según se define en la Norma 12b-2 de la Comisión de Bolsa de Valores [Securities and Exchange Commission, SEC], promulgada de conformidad con la Ley de Bolsa de Valores de 1934, con sus enmiendas), divisiones, empresas conjuntas, predecesores, sucesores, y cada uno de sus respectivos pasados, presentes y futuros ejecutivos, directores, gerentes, miembros, socios, accionistas, aseguradoras, empleados, agentes, consultores, abogados, representantes legales o de otra índole, fideicomisarios, herederos, albaceas, administradores, asesores, alter egos, y cesionarios, así como los predecesores, sucesores, herederos, albaceas, administradores y cesionarios de cada uno de los anteriores.
- La **“Gasolina”** incluye gasolina regular, de grado medio y prémium, pero no incluye diésel.
- **“Monto bruto de la Conciliación”** significa USD 13 930 000,00.
- **“Grupo de la Conciliación”** significa lo siguiente: (a) personas naturales que, al momento de la compra, no eran residentes del estado de California, y (b) todas las Personas que no son personas naturales, dondequiera que se encuentren, que: (i) compraron Gasolina a un minorista, (ii) para su propio uso y no para reventa, (iii) dentro del estado de California, (iv) entre el 18 de febrero de 2015 y el 31 de mayo de 2017. Revise el Acuerdo de conciliación para ver quién está excluido del Grupo de la Conciliación.
- **“Representantes del Grupo de la Conciliación”** significa Fricke-Parks Press, Inc., Bogard Construction, Inc. y Ritual Coffee Roasters, Inc.



## Información sobre la demanda

### ¿De qué se trata esta demanda?

Los Demandados comerciaban productos en el mercado “al contado”, y estos productos se utilizaban para fabricar Gasolina que finalmente se vendía en la bomba. En mayo de 2020, se presentó una demanda colectiva contra los Demandados en la que se alegaba que los Demandados manipulaban el precio de los productos que se negociaban en el mercado “al contado”, y que esta manipulación aumentaba el precio de la gasolina en la bomba. El Acuerdo de conciliación resuelve las reclamaciones del Grupo de la Conciliación (definido anteriormente) que involucran los alegatos planteados en la demanda.

Los Demandados niegan haber hecho algo incorrecto.

### ¿Dónde puedo obtener más información?

Puede obtener una copia completa del Acuerdo de conciliación y otros documentos clave en: [www.CalGasLitigation.com](http://www.CalGasLitigation.com)

### ¿Quiénes son los Demandados?

Los Demandados son Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd. y David Niemann.

A través de este Acuerdo de conciliación, los Representantes del Grupo de la Conciliación, en nombre del Grupo de la Conciliación, renuncian a ciertas reclamaciones contra las Partes exoneradas demandadas (definidas anteriormente).

### ¿Qué significa “renunciar” a una reclamación?

Si se renuncia una reclamación, esta queda resuelta para siempre y no puede usarse como fundamento para una

### ¿Por qué hay una conciliación en esta demanda?

El 30 de mayo de 2024, las partes acordaron llegar a una conciliación, lo que significa que llegaron a un acuerdo para resolver la demanda. Ambas partes quieren evitar el riesgo y los gastos que supone continuar con un litigio.

**El Tribunal no ha decidido este caso a favor de ninguna de las partes. Este aviso no es una opinión del Tribunal sobre si los Demandantes o los Demandados tienen razón.**

### ¿Qué es una conciliación de demanda colectiva?

La conciliación de una demanda colectiva es un acuerdo entre las partes para resolver y finalizar el caso. Las conciliaciones pueden proporcionar dinero a los Miembros del Grupo de la Conciliación.

## ¿Qué sucede a continuación en esta demanda?

El Tribunal celebrará una audiencia de aprobación final para decidir si aprueba o no el Acuerdo de conciliación. La audiencia se llevará a cabo en el siguiente lugar:

**Dónde:** Palacio Judicial de San Francisco (San Francisco Courthouse), sala 8—piso 19, 450 Golden Gate Avenue, San Francisco, CA 94102.

**Cuándo:** 10:00 a. m. del 20 de febrero de 2025.

El Tribunal ha ordenado que se envíe un aviso del Acuerdo de conciliación. Debido a que la Conciliación tiene consecuencias sobre los derechos de todos los miembros del Grupo de la Conciliación (definido anteriormente), el Tribunal debe otorgar la aprobación final al Acuerdo de conciliación antes de que pueda entrar en vigencia. Los pagos solo se realizarán si el Tribunal aprueba el Acuerdo de conciliación.

No es necesario que asista a la audiencia de aprobación final, pero puede hacerlo a su propio costo. También puede solicitar permiso al Tribunal para hablar y expresar su opinión sobre el Acuerdo de conciliación. Si el Tribunal no aprueba el Acuerdo de conciliación o las partes deciden finalizarlo, será nulo y la demanda continuará.

La fecha de la audiencia puede cambiar sin previo aviso a los miembros del Grupo de la Conciliación. Para obtener más información y actualizaciones sobre la fecha de la audiencia, visite [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

## Información sobre la Conciliación

### ¿Qué ofrece la Conciliación?

El Acuerdo de conciliación pone dinero a disposición para pagar a empresas (dondequiera que se encuentren) y residentes que no sean de California que compraron gasolina en California entre el 18 de febrero de 2015 y el 31 de mayo de 2017.

Los Demandados han acordado pagar USD 13 930 000 a un fondo de la conciliación. Este dinero se dividirá entre los Miembros del Grupo de la Conciliación elegibles y también se utilizará para pagar los gastos de litigio y los honorarios de abogados aprobados por el Tribunal, incluido el costo de administración de esta Conciliación. Los miembros del Grupo de la Conciliación “renunciarán” a sus reclamaciones como parte de la Conciliación, lo que significa que no pueden demandar a las Partes exoneradas demandadas (definidas anteriormente) por los mismos asuntos planteados en esta demanda. Los términos completos de la renuncia a presentar reclamaciones se encuentran en el Acuerdo de conciliación que puede encontrarse en [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Si queda dinero después de que se complete el proceso de reclamación, se donará a una organización benéfica aprobada por el tribunal.

## ¿Cómo sé si formo parte de esta Conciliación?

Si compró gasolina (regular, de grado medio o prémium) en California al por menor para su propio uso y no para la reventa entre el 18 de febrero de 2015 y el 31 de mayo de 2017, y al momento de la compra vivía fuera de California o era una empresa, puede ser miembro del Grupo de la Conciliación y ser elegible para recibir dinero.

**Nota:** Usted **no** es miembro del Grupo de la Conciliación si:

- compró solo otros tipos de combustible, incluidos diésel, propano o gas natural;
- revendió la gasolina que compró;
- es una persona que residía en California cuando compró Gasolina en California. Nota: Si usted es una persona que compró gasolina en California entre el 20 de febrero de 2015 y el 10 de noviembre de 2015, mientras residía en el estado, hay otra conciliación que podría tener consecuencias sobre sus derechos. Visite [www.CalGasLitigation.com](http://www.CalGasLitigation.com) para obtener más información;
- es un Demandado, o uno de los empleados, ejecutivos, directores, representantes legales, herederos, sucesores y subsidiarias o compañías afiliadas de propiedad total o parcial de un Demandado;
- es un funcionario judicial asignado a este caso o un miembro de su familia inmediata, o personal judicial asociado; o
- se excluye del Grupo de la Conciliación en el tiempo y forma establecidos.

## ¿Qué sucede si aún no estoy seguro de estar incluido en el Grupo de la Conciliación?

Si no está seguro de si está incluido en el Grupo de la Conciliación, puede comunicarse con el Administrador de la Conciliación llamando al 1-877-634-7163 o enviando un correo electrónico a [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com). No se comunique con los Demandados ni con el Tribunal.

## Decidir qué hacer

### ¿Cómo pondero mis opciones?

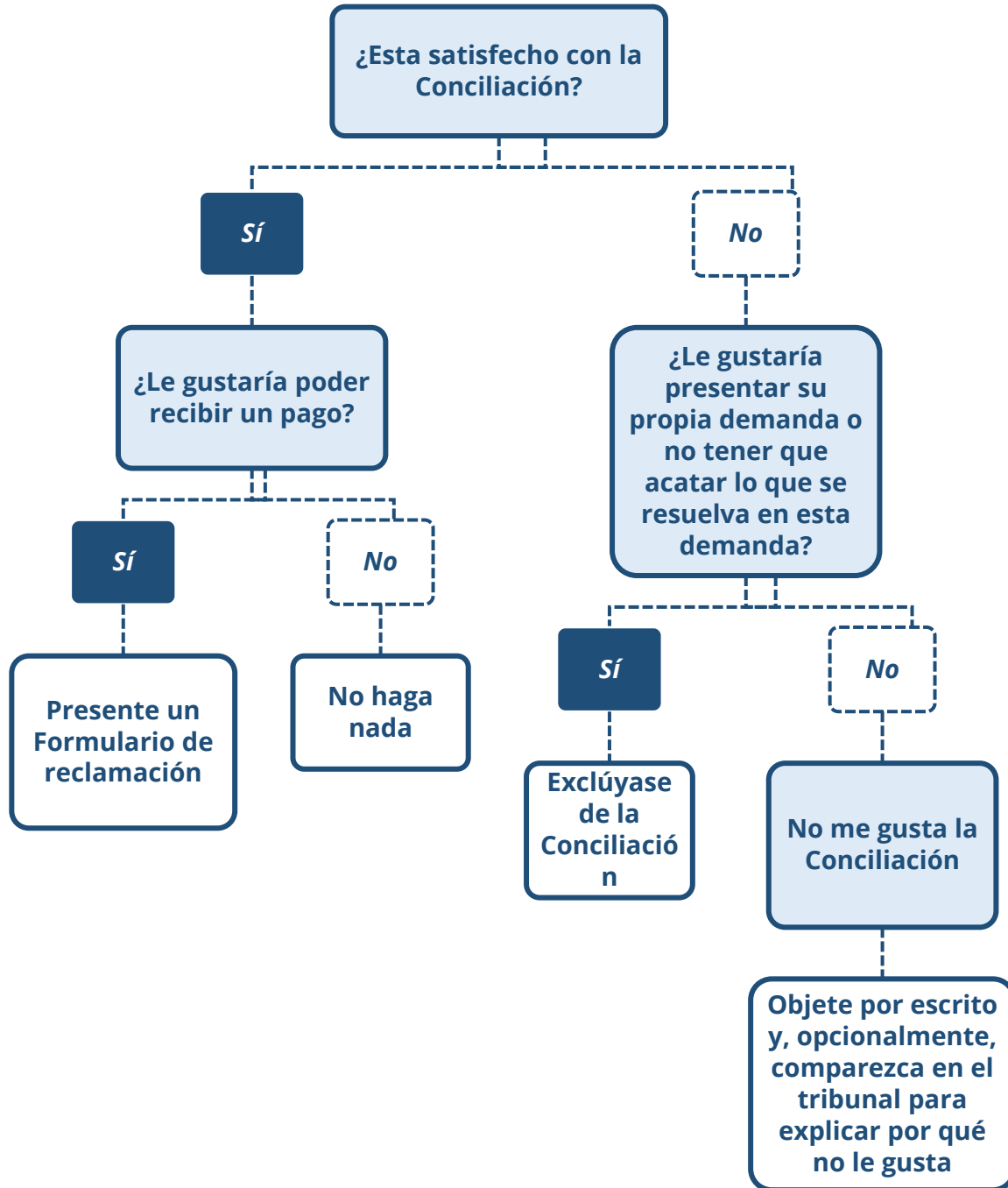
Tiene cuatro opciones. Puede permanecer en la Conciliación y presentar una reclamación, puede excluirse de la Conciliación, puede objetar la Conciliación o puede tomar la decisión de no hacer nada. Objetar la Conciliación no le impide presentar una reclamación, pero si decide excluirse, no podrá presentar reclamación alguna. Esta tabla muestra las consecuencias de cada opción:

	<b>envío una reclamación?</b>	<b>me excluyo ?</b>	<b>presento una objeción ?</b>	<b>no hago nada?</b>
<b>¿Puedo recibir potencialmente dinero de la conciliación si...</b>	SÍ	NO	TAL VEZ <sup>1</sup>	NO
<b>¿Estoy obligado a acatar los términos de esta Conciliación si...</b>	SÍ	NO	SÍ	SÍ
<b>¿Puedo presentar mi propia demanda si...</b>	NO	SÍ	NO	NO

---

<sup>1</sup> Si objeta la Conciliación y se aprueba su objeción, el Tribunal denegará la aprobación final de la Conciliación y usted no recibirá dinero de la Conciliación. Si se aprueba la Conciliación a pesar de su objeción, recibirá dinero de la Conciliación si presenta una reclamación válida.

Elija la mejor ruta de acción para usted:



## Presentación de una reclamación

### ¿Cómo obtengo un pago si soy un Miembro del Grupo de la Conciliación?

Si desea ser elegible para recibir dinero, debe presentar un Formulario de reclamación completo al Administrador de la Conciliación. Para completar un Formulario de reclamación, debe proporcionar una identificación y un comprobante de compra.

Puede presentar un [Formulario de reclamación](#) en línea, descargar un Formulario de reclamación en [www.CalGasLitigation.com](http://www.CalGasLitigation.com) o solicitar una copia impresa al Administrador de la Conciliación y enviar por correo el formulario completo al Administrador de la Conciliación (los datos de contacto y la dirección se encuentran más adelante).\*

**No se aceptarán las reclamaciones presentadas por terceros.**

**La fecha límite para presentar una reclamación por un Pago de la Conciliación es el 8 de enero de 2025.**

\* Las personas que presenten un Formulario de reclamación en línea no podrán elegir la opción de recibir un pago por cheque. Tanto las personas como las empresas que presenten un Formulario de reclamación impreso recibirán cualquier pago por cheque.

### ¿Cuánto será mi pago?

Cada miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido en el plazo establecido recibirá una compensación en efectivo, a menos que la compensación sea inferior a USD 3,00.

El monto de su compensación en efectivo depende, en parte, de la cantidad de gasolina que compró y dónde, si usted es una empresa o una persona no residente de California, y cuántos otros cumplen los debidos requisitos para obtener una compensación en efectivo (es decir, la "Tasa de reclamaciones"). Si compró menos de USD 140,85 de Gasolina en el sur de California o USD 281,69 de gasolina en el norte de California entre el 18 de febrero de 2015 y el 31 de mayo de 2017, sus daños estimados (denominados como daños únicos en el Plan de asignación) son menores de USD 3,00, el umbral de pago mínimo, y, por lo tanto, es muy poco probable que reciba alguna compensación en efectivo. Incluso si compró Gasolina por montos superiores, no se le garantiza que recibirá una compensación en efectivo, ya que los pagos pueden ser menores que los daños estimados.

De acuerdo con estimaciones aproximadas, la **empresa** elegible *promedio* que busca recibir compensación de la Conciliación puede recibir una compensación en efectivo dentro de los siguientes rangos, suponiendo que se cumplan las Tasas de reclamación indicadas a continuación:

Tasa de reclamación	5 %	10 %
Pago	USD 116 1,09	USD 58 0,54

De acuerdo con estimaciones aproximadas, la **persona no residente de California** elegible *promedio* que busca recibir indemnización de la Conciliación puede recibir una compensación en efectivo dentro de los siguientes rangos, suponiendo las siguientes Tasas de reclamación:

Tasa de reclamación	1 %	2 %	3 %
Pago	USD 11,53	USD 5,76	USD 3,84

Para obtener más información sobre cómo se determinarán los pagos, revise el Plan de asignación disponible en [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

## ¿A qué renuncio al presentar una reclamación de la Conciliación?

Si la Conciliación adquiere un carácter final y definitivo, usted eximirá a las Partes exoneradas demandadas (definidas anteriormente) de las reclamaciones identificadas en el Acuerdo de conciliación. Esto significa que no podrá iniciar otra demanda, continuar otra demanda ni ser parte de ninguna otra demanda contra las Partes exoneradas demandadas respecto a los mismos asuntos planteados en esta demanda.

Para obtener más información, revise el Acuerdo de conciliación disponible en [www.CalGasLitigation.com](http://www.CalGasLitigation.com). La sección 6 (páginas 9 a 11) del Acuerdo de conciliación describe las reclamaciones exoneradas.

## Exclusión

### ¿Qué sucede si no deseo participar en esta Conciliación?

Puede excluirse. Si lo hace, no recibirá un pago y no podrá objetar el Acuerdo de conciliación. Sin embargo, usted no estará obligado a acatar esta Conciliación ni se verá afectado por lo que suceda en la misma, y podrá presentar su propio caso.

## ¿Cómo me excluyo?

Para excluirse de la Conciliación, debe enviar el formulario [de exclusión en línea](#), descargar un formulario de exclusión en [www.CalGasLitigation.com](http://www.CalGasLitigation.com) o solicitar una copia impresa al Administrador de la Conciliación y enviar por correo el formulario completo al Administrador de la Conciliación a:

*California Gasoline Spot Market  
Antitrust Settlement Administrator  
Exclusions  
P.O. Box 301176  
Los Angeles, CA 90030-1176  
1-877-634-7163*

Los formularios de exclusión deben presentarse en línea o con sello postal fechado a más tardar el 8 de enero de 2025, y deben indicar su deseo de ser excluido del Grupo de la Conciliación.

**Debe** incluir su nombre completo, dirección y número de teléfono, y si está presentando la petición en nombre de una empresa, debe incluir además el nombre, la dirección y el número de teléfono de la empresa. El formulario también **debe** incluir su firma y, si está representado por un abogado, la firma de su abogado. Y **debe** hacerlo de forma individual e independiente; **no se aceptarán exclusiones consolidadas o grupales**.

## Objeción

### ¿Qué sucede si no estoy de acuerdo con la Conciliación?

Si no está de acuerdo con alguna parte del Acuerdo de conciliación (incluidos los honorarios y gastos de los abogados que se analizan a continuación), pero no desea excluirse, puede presentar una objeción. Debe presentar los motivos por los que considera que el Tribunal no debería aprobar la Conciliación e indicar si su objeción se aplica solo a usted, a una parte del Grupo de la Conciliación o a todo el Grupo de la Conciliación. El Tribunal considerará sus opiniones. El Tribunal solo puede aprobar o rechazar la Conciliación; no puede cambiar los términos del Acuerdo de conciliación. Usted puede contratar a su propio abogado para que lo ayude, pero no está obligado a hacerlo.

Si el Tribunal niega la aprobación del Acuerdo de conciliación, no se pagará nada del dinero de la Conciliación a los Miembros del Grupo de la Conciliación y la demanda continuará contra los Demandados. Si el Tribunal aprueba la Conciliación pese a su objeción, seguirá estando obligado por la Conciliación.

Para objetar, **debe** enviar una carta al Tribunal (y *también* puede enviarla al Administrador de la Conciliación) que:



- (1) tenga sello postal fechado a más tardar el 8 de enero de 2025;
- (2) incluya el nombre y número del caso (*In re California Gasoline Spot Market Antitrust Litigation*, caso n.º 3:20-cv-03131-JSC (N.D. Cal.));
- (3) incluya su nombre completo, dirección y número de teléfono y, si tiene una, dirección de correo electrónico;
- (4) adjunte un comprobante de al menos una compra de Gasolina elegible en California entre el 18 de febrero de 2015 y el 31 de mayo de 2017, para demostrar que usted es miembro del Grupo de la Conciliación;
- (5) establezca con claridad los motivos de su objeción, incluido cualquier fundamento jurídico;
- (6) incluya copias de cualquier documento, escrito u otros documentos en los que se base su objeción;
- (7) incluya el nombre, la dirección, la dirección de correo electrónico y el número de teléfono de cada abogado que lo represente;
- (8) indique si usted o sus abogados tienen la intención de comparecer en la audiencia de aprobación final y, de ser así, incluya una lista de todas las personas, si las hubiera, a las que se llamará para testificar en respaldo de su objeción;
- (9) incluya su firma y, si está representado por un abogado, la firma de su abogado.

**Debe** presentar su objeción ante el Tribunal (y *también* puede, adicionalmente, presentarla al Administrador de la Conciliación) a más tardar el 8 de enero de 2025:

<p><i>California Gasoline Spot Market Antitrust Settlement Administrator</i>                  P.O. Box 301176                  Los Angeles, CA 90030-1176                  1-877-634-7163</p>	<p>Office of the Clerk of Court                  U.S. District Court for the Northern District of California                  450 Golden Gate Avenue                  San Francisco, CA 94012</p>
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## No hacer nada

### ¿Cuáles son las consecuencias de no hacer nada?

Si no hace nada, no recibirá dinero, pero seguirá estando obligado a acatar el Acuerdo de conciliación y sus disposiciones de "exoneración". Eso significa que no podrá iniciar, continuar ni ser parte de ninguna otra demanda contra las Partes exoneradas demandadas (definidas anteriormente) sobre los mismos asuntos planteados en esta demanda. Consulte el Acuerdo de conciliación, que se puede encontrar en [www.CalGasLitigation.com](http://www.CalGasLitigation.com) para obtener una descripción completa de las reclamaciones y las personas que serán exoneradas si se aprueba esta Conciliación.

## Los abogados que lo representan

### ¿Tengo un abogado en esta demanda?

En una demanda colectiva, el tribunal designa a los representantes y abogados del grupo para que trabajen en el caso y representen los intereses de todos los Miembros del Grupo de la Conciliación. Para esta Conciliación, los abogados a continuación buscan ser nombrados Abogados del Grupo de la Conciliación a cargo de la representación del Grupo de la Conciliación.

Dena C. Sharp

**Girard Sharp LLP**

601 California Street, Suite 1400

San Francisco, CA 94108

Teléfono: (415) 981-4800

Christopher L. Lebsack

**Hausfeld LLP**

600 Montgomery Street, Suite 3200

San Francisco, CA 94111

Teléfono: (415) 633-1908

Los Abogados propuestos del Grupo de la Conciliación lo representarán como miembro del Grupo de la Conciliación. Los Abogados propuestos del Grupo de la Conciliación **no** lo representan individualmente. Si desea ser representado por su propio abogado, puede contratar a uno a su propio cargo.

Los Abogados propuestos del Grupo de la Conciliación tienen experiencia en el manejo de casos similares contra otras compañías.

### ¿Tengo que pagar a los abogados de esta demanda?

Los honorarios y gastos de los abogados se pagarán del Fondo de la Conciliación. **No tendrá que pagar directamente a los Abogados propuestos del Grupo de la Conciliación.**

Hasta la fecha, los Abogados propuestos del Grupo de la Conciliación no han recibido ningún pago por su trabajo o sus gastos para litigar el caso. Para pagar por sus gastos y parte de su tiempo y riesgo para presentar este caso sin ninguna garantía de pago a menos que hayan tenido éxito, los Abogados propuestos del Grupo de la Conciliación solicitarán, como parte de la aprobación final de esta Conciliación, que el Tribunal apruebe un reembolso de máximo USD 7 000 000 en gastos de litigio incurridos, así como un pago de honorarios de abogados de hasta el 30 % del fondo neto de la conciliación. El fondo neto de la conciliación representa el Monto bruto de la Conciliación más cualquier interés acumulado, menos los gastos de litigio adjudicados, los incentivos por servicios adjudicados (descritos más adelante) y los costos de distribución de este aviso y administración de la Conciliación (que tienen un límite de USD 1 000 000).

Los Abogados del Grupo de la Conciliación también planean solicitar un pago de hasta USD 3 000 000 en honorarios de abogados de una conciliación en un caso en curso en un tribunal estatal que se basa en los mismos hechos y cubre a personas que residen en California. Los esfuerzos de litigio de los Abogados del Grupo de la Conciliación hasta la

fecha han sido en nombre de los Miembros del Grupo de la Conciliación, así como de los residentes de California cubiertos por la conciliación en este caso estatal conexo. La solicitud adicional de honorarios de abogados por parte de los Abogados del Grupo de la Conciliación *no* dará lugar a pagos duplicados de honorarios, ya que el tiempo que los Abogados del Grupo de la Conciliación dedicaron a los dos casos supera ampliamente el monto total máximo de las dos solicitudes anticipadas de honorarios. Puede encontrar más información sobre esta conciliación conexas en [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

Los honorarios y gastos de los abogados solo se otorgarán si el Tribunal aprueba que son un monto justo y razonable. Usted tiene derecho a objetar los honorarios y gastos de los abogados, incluso si cree que la Conciliación es justa, utilizando los procedimientos descritos anteriormente.

Los Abogados propuestos del Grupo de la Conciliación también solicitarán al Tribunal que apruebe un pago de USD 5000 a los tres Representantes del Grupo de la Conciliación por el tiempo y esfuerzo que aportaron al caso (es decir, compensación por servicios). Si el Tribunal lo aprueba, este se pagará del Monto bruto de la Conciliación.

## ¿Debo conseguir mi propio abogado?

No está obligado a contratar a su propio abogado para que presente una reclamación de Conciliación. Los Abogados propuestos del Grupo de la Conciliación trabajan en su nombre si usted es miembro del Grupo de la Conciliación, pero **no** lo representan individualmente. Puede contratar a su propio abogado a su propio cargo. Su propio abogado puede comparecer en su nombre en esta demanda.

## Recursos clave

### ¿Cómo obtengo más información?

Este aviso es solo un resumen de la Conciliación. Puede encontrar el Acuerdo de conciliación completo con todos sus términos en [www.CalGasLitigation.com](http://www.CalGasLitigation.com). Para obtener una copia del Acuerdo de conciliación u obtener respuestas a sus preguntas:

- comuníquese con los Abogados propuestos del Grupo de la Conciliación (información a continuación)
- comuníquese con el Administrador de la Conciliación al 1-877-634-7163 o al correo [classmemberinfo@CalGasLitigation.com](mailto:classmemberinfo@CalGasLitigation.com)
- visite el sitio web del caso en [www.CalGasLitigation.com](http://www.CalGasLitigation.com)
- acceda al sistema de Registros Electrónicos del Tribunal (PACER) en línea o visitando la oficina del Secretario del Tribunal (dirección a continuación)

<b>Recurso</b>	Información de contacto	
<b>Sitio web del caso</b>	<a href="http://www.CalGasLitigation.com">www.CalGasLitigation.com</a>	
<b>Administrador de la Conciliación</b>	<p><i>California Gasoline Spot Market Antitrust Settlement Administrator</i>                      P.O. Box 301176                      Los Angeles, CA 90030-1176                      1-877-634-7163  <a href="mailto:classmemberinfo@CalGasLitigation.com">classmemberinfo@CalGasLitigation.com</a></p>	
<b>Abogados propuestos del Grupo de la Conciliación</b>	<p>Dena C. Sharp  <b>Girard Sharp LLP</b>                      601 California Street, Suite 1400                      San Francisco, CA 94108                      Teléfono: (415) 981-4800</p>	<p>Christopher L. Lebsack  <b>Hausfeld LLP</b>                      600 Montgomery Street, Suite 3200                      San Francisco, CA 94111                      Teléfono: (415) 633-1908</p>
<b>Tribunal (NO CONTACTAR AL TRIBUNAL)</b>	<p>United States District Court                      Northern District of California                      San Francisco Courthouse                      450 Golden Gate Avenue                      San Francisco, CA 94102</p>	



United States District Court for the Northern District of California

*In re California Gasoline Spot Market Antitrust Litigation*

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

# Class Action Notice

*Authorized by the U.S. District Court*

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**Did you buy gasoline in California between February 18, 2015, and May 31, 2017? At the time, were you a business or did you live outside of California?**

**There is a \$13,930,000 settlement of a lawsuit that may affect your rights. You may be eligible to receive money. Please read this entire document carefully.**

## **Your options**

- 1. Make a claim.**  
Be eligible for a payment.
- 2. Do nothing.**  
No payment and you will be bound by the Settlement.
- 3. Opt Out.**  
No payment and you will not be bound by the Settlement.
- 4. Object.**

Important things to know:

- You are not being sued.
- You can learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).
- Are you an individual who purchased gasoline between February 20, 2015, and November 10, 2015, while residing in California? A settlement in another case may impact your rights. Learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).

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## About This Notice

### Why did I get this notice?

This notice provides you information about the Settlement of a class action lawsuit, *In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.), that resolves the claims of (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons who are not natural persons, such as businesses, wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017. **You received this notice because you may be a member of this group, called the "Settlement Class," and your rights may be impacted.** This notice gives you a summary of the terms of the Settlement Agreement, explains what rights Settlement Class Members have, and helps Settlement Class Members make informed decisions about what actions to take.

### What do I do next?

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

Options	More information about each option
<b>Submit a Claim Form</b>	You must submit a claim to be eligible to receive a payment. You will be bound by the Settlement Agreement.
<b>Do Nothing</b>	Get no payment. Give up rights resolved by the Settlement Agreement. Read below for more details about the types of claims covered by this Settlement.
<b>Opt Out</b>	Get no payment. Allows you to potentially bring another lawsuit against Defendants (defined below) about the same issues. You must notify the Settlement Administrator in writing using the procedures on pages 10-11.
<b>Object</b>	Tell the Court why you don't like the Settlement Agreement. More detail on objecting to this Settlement can be found on pages 11-12.

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: **January 8, 2025.**

Final Settlement approval hearing: **February 20, 2025**

Your deadline to submit a Claim Form: **January 8, 2025.**

## What are the most important definitions?

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

- **“Defendants”** means Vitol Inc., Brad Lucas, SK Energy Americas, Inc., SK Trading International Co. Ltd., and David Niemann.
- **“Defendant Releasees”** means Defendants and each of their respective past, present, or future direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, consultants, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, alter egos, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- **“Gasoline”** includes regular, mid-grade, and premium gasoline but does not include diesel.
- **“Gross Settlement Amount”** means \$13,930,000.00.
- **“Settlement Class”** means the following: (a) natural persons who, at the time of purchase, were not residents of the State of California, and (b) all Persons that are not natural persons, wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their own use and not for resale, (iii) within the State of California, (iv) between February 18, 2015, and May 31, 2017. Please review the Settlement Agreement to see who is excluded from the Settlement Class.
- **“Settlement Class Representatives”** means Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc.



## Learning About the Lawsuit

### What is this lawsuit about?

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

#### Where can I learn more?

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

### Who are the Defendants?

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

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

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

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

### Why is there a settlement in this lawsuit?

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

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

#### What is a class action settlement?

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

## What happens next in this lawsuit?

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

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

**When:** 10:00 a.m. on February 20, 2025.

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

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

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

## Learning About the Settlement

### What does the Settlement provide?

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

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

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

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

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

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

- You purchased only other types of fuel, including diesel, propane, or natural gas;
- You re-sold the Gasoline you purchased;
- You are an individual who resided in California when you purchased Gasoline in California. Note: if you are an individual who purchased gasoline in California between February 20, 2015, and November 10, 2015, while residing in the State, a settlement in another case may impact your rights. You can learn more at: [www.CalGasLitigation.com](http://www.CalGasLitigation.com).
- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies;
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

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

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

## Deciding What to Do

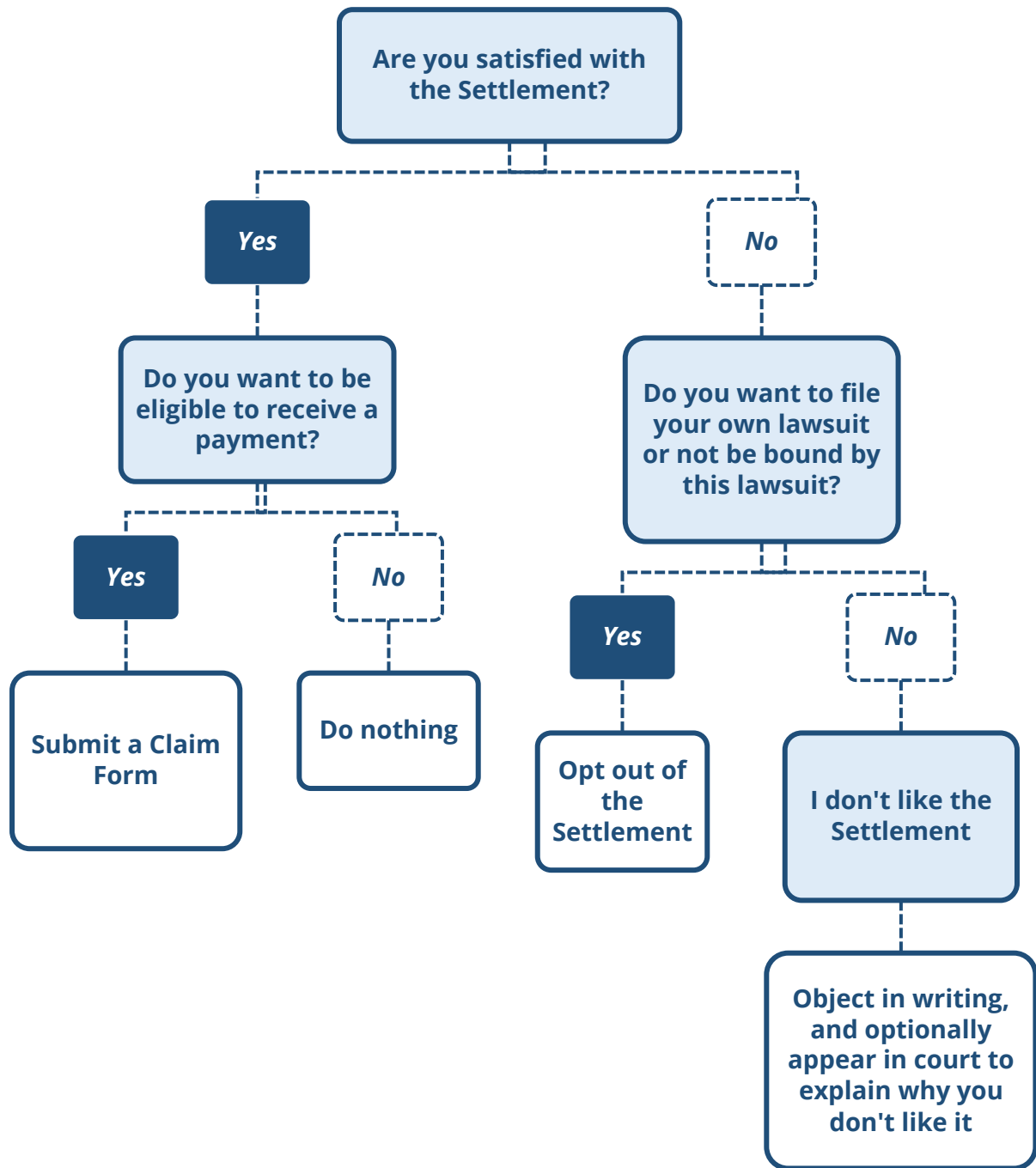
### How do I weigh my options?

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

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

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

Choose the best path for you:



## Submitting a Claim

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

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

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

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

**The deadline to make a claim for a Settlement payment is January 8, 2025.**

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

### How much will my payment be?

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

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

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

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

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

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

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

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

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

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

## Opting Out

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

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

### How do I opt out?

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

*California Gasoline Spot Market  
Antitrust Settlement Administrator  
Exclusions  
P.O. Box 301176  
Los Angeles, CA 90030-1176  
1-877-634-7163*

Opt-Out forms must be submitted online or postmarked by January 8, 2025, 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 state 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 January 8, 2025;
- (2) includes the case name and number (*In re California Gasoline Spot Market Antitrust Litigation*, Case No. 3:20-cv-03131-JSC (N.D. Cal.));
- (3) includes your full name, address, and telephone number, and, if you have one, email address;
- (4) attaches proof of at least one eligible Gasoline purchase in California between February 18, 2015 and May 31, 2017, to show you are a member of the Settlement Class;
- (5) clearly states the reasons for your objection, including any legal support;
- (6) includes copies of any papers, briefs, or other documents your objection is based on;
- (7) includes the name, address, email address, and telephone number of every attorney representing you;
- (8) says whether either you or your lawyer(s) intend to appear at the final approval hearing and if so, includes a list of all persons, if any, who will be called to testify in support of your objection;

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

You **must** submit your objection to the Court (and may, additionally, *also* submit it to the Settlement Administrator) by January 8, 2025:

<p><i>California Gasoline Spot Market Antitrust Settlement Administrator</i>                  P.O. Box 301176                  Los Angeles, CA 90030-1176                  1-877-634-7163</p>	<p>Office of the Clerk of Court                  U.S. District Court for the Northern District of California                  450 Golden Gate Avenue                  San Francisco, CA 94012</p>
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## Doing Nothing

### What are the consequences of doing nothing?

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

## The Lawyers Representing You

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

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

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

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



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

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

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

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

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

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

## Should I get my own lawyer?

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

## Key Resources

### How do I get more information?

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

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

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

# Exhibit F



**CALG**

VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

*In re California Gasoline Spot Market  
Antitrust Litigation*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

**Must Be Postmarked  
No Later Than  
January 8, 2025**

### Non-California Resident Consumer Retail Purchaser Claim Form

#### Section I. Claimant Information (All Fields Required)

First Name			M.I.	Last Name		
Primary Address						
Primary Address Continued						
City			State	ZIP Code		
Country						
Email Address						
Area Code	Telephone Number					
Date of Birth (MM/DD/YYYY)						
Driver's License State		Driver's License Number				
Or, only if you no longer have a driver's license, provide either						
Passport Issuing Country		Passport Number				
OR						
Permanent Resident Card USCIS #						

**Please attach a photo of your Identification Card.**



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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SCANNING THE PROVIDED QR CODE

*In re California Gasoline Spot Market  
Antitrust Litigation*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

**Must Be Postmarked  
No Later Than  
January 8, 2025**

**Business Entity  
Retail Purchaser Claim Form**

**Section I. Claimant Information (All Fields Required)**

**Business Representative Information:**

<input type="text"/>			<input type="text"/>	<input type="text"/>		
First Name	M.I.	Last Name				
<input type="text"/>						
Primary Address						
<input type="text"/>						
Primary Address Continued						
<input type="text"/>				<input type="text"/>	<input type="text"/>	
City				State	ZIP Code	
<input type="text"/>						
Country						
<input type="text"/>						
Email Address						
<input type="text"/>	—	<input type="text"/>	—	<input type="text"/>		
Area Code	Telephone Number					
<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>		
Date of Birth (MM/DD/YYYY)						
<input type="text"/>						
Title (providing authority to submit this form on behalf of the business)						



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Please fill out the information of one of the following forms of ID:

<input type="text"/>	<input type="text"/>
Driver's License State	Driver's License Number

OR

<input type="text"/>	<input type="text"/>
Passport Issuing Country	Passport Number

OR

<input type="text"/>
Permanent Resident Card USCIS #

**Please attach a photo of your Identification Card.**

**Business Information:**

<input type="text"/>
Business Name

<input type="text"/>	—	<input type="text"/>	—	<input type="text"/>
Area Code		Telephone Number		

<input type="text"/>
Primary Address

<input type="text"/>
Primary Address Continued

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	ZIP Code

<input type="text"/>
Country

<input type="text"/>	—	<input type="text"/>
Employer Identification Number (EIN)		

OR

<input type="text"/>	—	<input type="text"/>	—	<input type="text"/>
Social Security Number (SSN) [use only if you do not have an EIN]				

Fill in the appropriate circle. Fill in only **one** of the following seven circles.

- Individual/sole proprietor
- C Corporation
- S Corporation or single-member LLC
- 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.



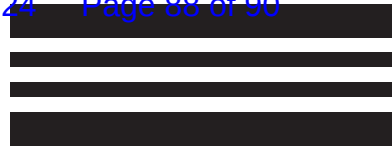




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# Exhibit G



**CALG**

VISIT THE SETTLEMENT WEBSITE BY  
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*In re California Gasoline Spot Market  
Antitrust Litigation*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

**Must Be Postmarked  
No Later Than  
January 8, 2025**

### Exclusion (“Opt-Out”) Request Form Non-California Resident Consumer

First Name			M.I.	Last Name		
Primary Address						
Primary Address Continued						
City				State	ZIP Code	
Email Address						
Area Code		Telephone Number				
<input type="radio"/> I attest that:						
<ul style="list-style-type: none"><li>• I purchased gasoline (regular, mid-grade, or premium) in California;</li><li>• from a retailer for my own use and not for resale;</li><li>• between February 20, 2015, and May 31, 2017; and</li><li>• at the time of my purchase, I did not reside in the State of California.</li></ul>						

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.

Signature: \_\_\_\_\_ Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

Counsel Signature (if applicable): \_\_\_\_\_ Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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SCANNING THE PROVIDED QR CODE

*In re California Gasoline Spot Market  
Antitrust Litigation*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

**Must Be Postmarked  
No Later Than  
January 8, 2025**

### Exclusion (“Opt-Out”) Request Form Business Entity

#### Business Representative Information

<input type="text"/>			<input type="text"/>	<input type="text"/>		
First Name			M.I.	Last Name		
<input type="text"/>						
Primary Address						
<input type="text"/>						
Primary Address Continued						
<input type="text"/>				<input type="text"/>	<input type="text"/>	
City				State	ZIP Code	
<input type="text"/>						
Country						
<input type="text"/>						
Email Address						
<input type="text"/>	—	<input type="text"/>	—	<input type="text"/>		
Area Code	Telephone Number					
<input type="text"/>						
Title (providing authority to submit this form on behalf of the business)						



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
----------------------------------	-------------------------	-------------------------	--	---

### Business Information

Business Name									
Area Code			Telephone Number						
Primary Address									
Primary Address Continued									
City							State		ZIP Code
Country									
<input type="radio"/> I attest I have the legal authority to submit this form on behalf of this business. <input type="radio"/> I attest that the business: <ul style="list-style-type: none"> <li>• purchased gasoline (regular, mid-grade, or premium) in California;</li> <li>• from a retailer for its own use and not for resale; and</li> <li>• between February 18, 2015, and May 31, 2017.</li> </ul>									

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.

Signature: \_\_\_\_\_ Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

Counsel Signature (if applicable): \_\_\_\_\_ Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



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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

**PROPOSED ORDER AND UDGMENT  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

\_\_\_\_\_  
This Document Relates to:  
All Actions

HON. JACQUELINE S. CORLEY

1 On December 18, 2024, Settlement Class Representatives moved for final approval of their  
2 class action settlement with Defendants. Having considered the motion and related briefing, and  
3 good cause appearing, the Court **GRANTS** Settlement Class Representatives' motion.

4 **I. BACKGROUND**

5 Plaintiffs filed the first proposed class action in this matter on May 6, 2020 shortly after the  
6 California Attorney General's filing of a complaint against overlapping Defendants in San  
7 Francisco Superior Court. *See The People of the State of California v. Vitol, Inc., et al.*, Case No.  
8 CGC20584456 (S.F. Superior, filed May 4, 2020) ("AG Action"); (Dkt. No. 1.) The Court  
9 appointed leadership in the class actions, and plaintiffs filed a consolidated complaint on behalf of a  
10 class of all purchasers of gasoline in California during the relevant time period. (Dkt. Nos. 167,  
11 186.) After a series of motions to dismiss, class plaintiffs moved to certify a class of all Southern  
12 California gasoline purchasers. (Dkt. No. 512.)

13 During the class certification proceedings, the parties advised the Court a settlement had  
14 been reached in the AG Action. (Dkt. No. 577.) And on February 1, 2024, the parties in this action  
15 advised the Court they had reached a settlement in principle; a motion for preliminary approval was  
16 filed and subsequently granted. (Dkt. Nos. 595, 601, 614.) Settlement Class Representatives moved  
17 for final approval of the class action settlement on December 18, 2024. (Dkt. No. 622.) The final  
18 approval motion for the AG Action will be filed on January 31, 2025. (Dkt. No. 617.)

19 **II. FINDINGS AND CONCLUSIONS OF LAW**

20 Unless otherwise noted, defined terms used in this Order and Judgment shall be defined as  
21 set forth in the Settlement Agreement.

22 **A. Jurisdiction**

23 This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d).

24 **B. Notice and Administration**

25 The Settlement Administrator, Verita Global, LLC ("Verita") previously established a  
26 settlement website which includes: the long-form notice (explaining the procedures for Settlement  
27 Class Members to submit claims, object, or exclude themselves), the Settlement Agreement, the  
28

1 Preliminary Approval Order, online and printable versions of the claim forms and the opt out forms,  
2 and answers to frequently asked questions. In addition, the motion papers filed in connection with  
3 Settlement Class Counsel’s motions (in this action and the AG Action) for attorneys’ fees and  
4 expenses were placed on the settlement website after they were filed (which was before the opt out  
5 and objection deadline). The Settlement Administrator also operated a toll-free number for  
6 Settlement Class Member inquiries.

7 Notice of the settlement was provided by direct notice and by widespread publication notice  
8 on relevant websites and social media platforms. In total, the Notice Plan is estimated to have  
9 reached at least 70% of Settlement Class Members. *See Chinitz v. Intero Real Est. Servs.*, No. 18-  
10 CV-05623-BLF, 2020 WL 7042871, at \*2 (N.D. Cal. Dec. 1, 2020) (The Federal Judicial Center  
11 has concluded that a notice plan that reaches at least 70% of the class is reasonable) *Schneider v.*  
12 *Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020) (approving a notice plan  
13 reaching at least 70.69% of class members). The Court finds that the Notice Plan provided the best  
14 practicable notice to the Settlement Class Members and satisfied the requirements of due process.  
15 Settlement Class Members were given until January 8, 2025 to exclude themselves from the  
16 proposed settlement or to object to it. A total of [NUMBER] Claim Forms were timely received by  
17 the Settlement Administrator.

18 The record establishes that the Settlement Administrator served the required notices under  
19 the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required by 28  
20 U.S.C. § 1715(b)(1)-(8). (Dkt. No. 605.)

21 **C. Certification of the Settlement Class**

22 For purposes of the settlement only and this Order and Judgment, Class Settlement  
23 Representatives have moved to certify the following Settlement Class:

- 24 (a) natural persons who, at the time of purchase, were not residents of the  
25 State of California, and (b) all Persons that are not natural persons,  
26 wherever located, that: (i) purchased Gasoline from a retailer, (ii) for their  
27  
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1 own use and not for resale, (iii) within the State of California, (iv) from  
2 February 18, 2015, through May 31, 2017.<sup>1</sup>

3 **1. Rule 23(a)**

4 The Rule 23(a) factors are satisfied.

5 First, the Settlement Class is sufficiently numerous. Verita estimates the number of  
6 businesses in and around California with large fleets exceeds 60,623. (Dkt. No. 601-6 at ¶ 18.)

7 Second, the typicality requirement is similarly satisfied. “The test of typicality is whether  
8 other members have the same or similar injury, whether the action is based on conduct which is not  
9 unique to the named plaintiffs, and whether other class members have been injured by the same  
10 course of conduct.” *A. B. v. Hawaii State Dep’t of Educ.*, 30 F.4th 828, 839 (9th Cir. 2022) (cleaned  
11 up). Here, the Settlement Class Representatives’ claims and those of the members of the proposed  
12 Settlement Class are based on the same legal theory (price-fixing through manipulation of the  
13 benchmark price for gasoline in California) and injury (overcharges on retail purchases of  
14 Gasoline). “In cases involving an alleged price-fixing conspiracy, the representative plaintiff’s  
15 claim is often considered typical even where the plaintiff followed different purchasing procedures,  
16 purchased in different quantities or at different prices, or purchased a different mix of products than  
17 did the members of the class.” *In re Optical DiskDrive Antitrust Litig.*, 303 F.R.D.311, 317 (N.D.  
18 Cal. 2014).

19 Third, the commonality requirement is satisfied because there are common questions of law  
20 and fact that relate to Defendants’ allegedly anticompetitive conduct. “The commonality  
21 requirement of Rule 23(a)(2) requires plaintiffs seeking class certification to show that their claims  
22 depend upon a common contention that is capable of classwide resolution—which means that

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23 <sup>1</sup> Excluded from the Settlement Class are (a) the California Attorney General, bringing suit in the  
24 name of the People of the State of California, including in his role as *parens patriae* for natural  
25 persons residing in the State of California, as pleaded in the complaint in the People’s Action; (b)  
26 the Settling Defendants or any other named defendant in the litigation; (c) officers, directors,  
27 employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or  
28 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.

1 determination of its truth or falsity will resolve an issue that is central to the validity of each one of  
2 the claims in one stroke.” *A. B.*, 30 F.4th at 839 (cleaned up).

3 Finally, the adequacy of representation requirement is met as to both the Settlement Class  
4 Representatives and Settlement Class Counsel. Adequacy of representation requires “the  
5 representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P.  
6 23(a)(4). “In making this determination, courts must consider two questions: (1) do the named  
7 plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the  
8 named plaintiffs and their counsel prosecute the action vigorously on behalf of the class ” *Evon v.*  
9 *L. Offs. of Sidney Mickell*, 688 F.3d 1015, 1031(9th Cir. 2012) (cleaned up). There is no apparent  
10 conflict between the Settlement Class Representatives and Settlement Class Members, and the  
11 Settlement Class Representatives and Settlement Class Counsel have vigorously pursued this action  
12 on behalf of the class.

## 13 2. Rule 23(b)

14 Rule 23(b)(3) requires a plaintiff to establish the predominance of common questions of law  
15 or fact and the superiority of a class action relative to other available methods for the fair and  
16 efficient adjudication of the controversy. Rule 23(b)(3) includes the following nonexhaustive list of  
17 factors pertinent to the predominance and superiority analysis:

18 (A) the class members’ interests in individually controlling the  
19 prosecution or defense of separate actions; (B) the extent and nature of  
20 any litigation concerning the controversy already begun by or against  
21 class members; (C) the desirability or undesirability of concentrating the  
litigation of the claims in the particular forum; and (D) the likely  
difficulties in managing a class action.

22 Fed. R. Civ. P. 23(b).

### 23 i. Predominance

24 The “predominance inquiry tests whether proposed classes are sufficiently cohesive to  
25 warrant adjudication by representation.” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453  
26 (2016) (quotation marks omitted). The Supreme Court has defined an individualized question as  
27 one where “members of a proposed class will need to present evidence that varies from member to

1 member.” *Id.* (quotations omitted). A common question, on the other hand, is one where “the same  
2 evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible to  
3 generalized, class-wide proof.” *Id.* (quotations omitted). Here, the common questions raised by  
4 Settlement Class Members’ claims predominate over any individual questions sufficiently for the  
5 purposes of a settlement class because the focus is Defendants’ conduct and its effect on the market  
6 which are all common questions. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th  
7 Cir. 2019) (the predominance inquiry “must be considered in light of the reason for which  
8 certification is sought—litigation or settlement—which is relevant to a class certification . . . [and]  
9 in deciding whether to certify a settlement-only class, a district court need not inquire whether the  
10 case, if tried, would present intractable management problems.”) (internal citations and quotations  
11 omitted).

## 12 **ii. Superiority**

13 The superiority requirement tests whether “a class action is superior to other available  
14 methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The Court  
15 considers four non-exclusive factors: (1) the interest of each class member in individually  
16 controlling the prosecution or defense of separate actions; (2) the extent and nature of any litigation  
17 concerning the controversy already commenced by or against the class; (3) the desirability of  
18 concentrating the litigation of the claims in the particular forum; and (4) the difficulties likely to be  
19 encountered in the management of a class action. *Id.* The Court concludes a class action enables the  
20 most efficient use of Court and attorney resources and reduces costs to the Settlement Class  
21 Members by allocating costs among them. “In antitrust cases such as this, the damages of individual  
22 [indirect] purchasers are likely to be too small to justify litigation, but a class action would offer  
23 those with small claims the opportunity for meaningful redress.” *In re Static Random Access*  
24 *(SRAM) Antitrust Litig.*, 2008 WL 4447592 at \*7 (N.D. Cal. Sept. 29, 2008). Further, this forum is  
25 appropriate, and there are no obvious difficulties in managing this class action.

26 In sum, the Court finds the predominance and superiority requirements of Rule 23(b)(3) are  
27 met.

1           **D. Final Approval of the Settlement**

2           A court may approve a proposed class action settlement only “after a hearing and on finding  
3 that it is fair, reasonable, and adequate after considering whether: (A) the class representatives and  
4 class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s  
5 length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and  
6 delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the  
7 class, including the method of processing class-member claims; (iii) the terms of any proposed  
8 award of attorneys’ fees, including timing of payment; and (iv) any agreement required to be  
9 identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each  
10 other.” Fed. R. Civ. P. 23(e)(2).<sup>2</sup> In reviewing the proposed settlement, the Court need not address  
11 whether the settlement is ideal or the best outcome, but only whether the settlement is fair, free of  
12 collusion, and consistent with plaintiff’s fiduciary obligations to the class. *See Hanlon v. Chrysler*  
13 *Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

14           For the reasons further detailed below, the Court finds that the proposed settlement is fair,  
15 reasonable, and adequate under the Rule 23(e)(2) factors. The settlement provides significant  
16 recoveries for Settlement Class Members, particularly when balanced against the risks and expenses  
17 of continuing litigation. A class trial would have been costly, recovery was not guaranteed, and  
18 there was the possibility of protracted appeals that could result in any class certification or final  
19 judgment being overturned.

20           <sup>2</sup> Prior to the amendments to Rule 23, which took effect December 1, 2018, the Ninth Circuit had  
21 enumerated a similar list of factors to consider in evaluating a proposed class settlement. *See*  
22 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (enumerating the following  
23 factors: “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely  
24 duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4)  
25 the amount offered in settlement; (5) the extent of discovery completed and the stage of the  
26 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental  
27 participant; and (8) the reaction of the class members to the proposed settlement”). In the notes  
28 accompanying the Rule 23 amendments, the Advisory Committee explained that the amendments  
were not designed “to displace any factor, but rather to focus the court and the lawyers on the core  
concerns of procedure and substance that should guide the decision whether to approve the  
proposal.” Accordingly, this Court applies the framework of Rule 23 while “continuing to draw  
guidance from the Ninth Circuit’s factors and relevant precedent.” *Hefler v. Wells Fargo & Co.*, No.  
16-cv-05479-JST, 2018 WL 6619983, at \*4 (N.D. Cal. Dec. 17, 2018), *aff’d sub nom. Hefler v.*  
*Pekoc*, 802 F. App’x 285 (9th Cir. 2020).

1 Counsel for all Parties are highly experienced. Settlement Class Counsel explained why they  
2 supported the settlement, and there is no factual basis to support any allegation of collusion or self-  
3 dealing.

4 **1. Settlement Class Representatives and Settlement Class Counsel Have**  
5 **Adequately Represented the Settlement Class.**

6 In the Preliminary Approval Order, this Court found that the Settlement Class  
7 Representatives and Settlement Class Counsel had adequately represented the interests of the  
8 proposed Settlement Class. This Court has seen no evidence to contradict its previous finding, and  
9 the Court reconfirms it here with respect to Settlement Class Representatives and Settlement Class  
10 Counsel, who have vigorously prosecuted this action through discovery, motion practice, mediation,  
11 and preparations for trial. Settlement Class Counsel “possessed sufficient information to make an  
12 informed decision about settlement.” *Hefler*, 2018 WL 6619983 \*6 (citation omitted).

13 **2. The Settlement Was Negotiated at Arm’s Length.**

14 The Court finds that the Settlement Agreement is the product of serious, non-collusive,  
15 arm’s length negotiations by experienced counsel with the assistance of a well-respected,  
16 experienced mediator Honorable Layn R. Phillips (Ret.). *See, e.g., G. F. v. Contra Costa Cty.*, 2015  
17 WL 4606078, at \*13 (N.D. Cal. July 30, 2015) (noting that “[t]he assistance of an experienced  
18 mediator in the settlement process confirms that the settlement is non-collusive”); *Hefler*, 2018 WL  
19 6619983 \*6 (noting that the settlement “was the product of arm’s length negotiations through two  
20 full-day mediation sessions and multiple follow-up calls” supervised by a mediator). Before  
21 agreeing on the terms of the settlement, the Parties engaged in extensive factual investigation,  
22 which included dozens of depositions, the production and review of millions of pages of documents,  
23 extensive written discovery, robust motion practice, and expert discovery. The record was thus  
24 sufficiently developed that the Parties were fully informed as to the viability of the claims and able  
25 to adequately evaluate the strengths and weaknesses of their respective positions and risks to both  
26 sides if the case did not settle.

1 The Court has independently and carefully reviewed the record for any signs of collusion  
2 and self-dealing, and finds no such signs. Specifically, the Court finds that Settlement Class  
3 Counsel did not compromise the claims of the Settlement Class in exchange for higher fees as there  
4 has been no agreement concerning attorneys' fees or otherwise disadvantaging the Settlement Class.

5 **3. The Cash Payments Provide Adequate Recovery to the Settlement Class.**

6 In the Rule 23(e) analysis, “[t]he relief that the settlement is expected to provide to class  
7 members is a central concern.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory committee’s note to 2018  
8 amendment. “The Court therefore examines ‘the amount offered in settlement.’” *Hefler*, 2018 WL  
9 6619983 \*8 (quoting *Hanlon*, 150 F.3d at 1026).

10 Defendants have agreed to pay \$13.93 million, which will be used as a common fund to pay  
11 cash benefits to Settlement Class Members as set forth in the Plan of Allocation. Settlement Class  
12 Members who submit eligible claims will therefore have the opportunity to receive payments  
13 corresponding to their gasoline purchases. Based on the record evidence and argument the parties  
14 submitted in connection with the Settlement, as well as the familiarity the Court has developed with  
15 this case, the Court finds that this monetary recovery is fair, reasonable, and adequate given the  
16 risks of proceeding to trial and the maximum recovery potentially available to Settlement Class  
17 Members if plaintiffs had prevailed at trial.

18 **4. The Risk of Continuing Litigation.**

19 The amount provided for in the settlement is also reasonable in light of the risks of  
20 continued litigation. Both sides believed they had persuasive facts to support their positions, and  
21 there is limited precedent available regarding the Parties’ competing theories. Trial would have  
22 involved a clash of expert analyses as to whether Defendants’ actions were anticompetitive; how  
23 damages should be calculated; and what damages, if any, should be awarded, particularly given  
24 what Defendants described as the “umbrella damages” theory of this case. And even if plaintiffs  
25 succeeded at trial, appeals would undoubtedly have followed.

26 **5. Attorneys’ Fees and Expenses.**

27 The Parties have reached no agreements regarding the amounts of attorneys’ fees and  
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1 expenses to be paid. *See, e.g., Hyundai.*, 926 F.3d at 569-70 (rejecting fairness objection because  
2 class counsel “did not reach an agreement with the automakers regarding the amount of attorney’s  
3 fees to which they were entitled,” which “[p]rovid[es] further assurance that the agreement was not  
4 the product of collusion”). The payment of attorneys’ fees and expenses, if any, is subject to  
5 approval of the Court based on a finding that such amounts are fair and reasonable.

#### 6 **6. Other Agreements.**

7 The Court is required to consider “any agreements required to be identified under Rule 23  
8 (e)(3).” Two individual plaintiffs in this litigation, Justin Lardinois and Asante Cleveland—named  
9 plaintiffs who are not part of the proposed Settlement Class and are therefore not eligible for either  
10 service awards or to recover under the Settlement Agreement, and who have, like the Settlement  
11 Class Representatives, participated extensively in discovery and general litigation efforts—entered  
12 into individual settlement agreements with Defendants that provide for awards that mirror the  
13 service awards Settlement Class Counsel seeks for Settlement Class Representatives. (Dkt. No. 621  
14 at 23 n.2.) No part of the class settlement is contingent on or affected by those individual  
15 settlements.

16 Settlement Class Counsel have coordinated their attorneys’ fees requests with the California  
17 Attorney General (as detailed in Settlement Class Counsel’s motion for attorneys’ fees and  
18 expenses). The settlement is not contingent upon the amount of attorneys’ fees counsel receives in  
19 this action or in the AG Action.

#### 20 **The Plan of Allocation is Reasonable and Treats Settlement Class 21 Members Equitably Relative to Each Other**

22 The claims process and distribution method are reasonable. Settlement Class Members must  
23 provide contact information and photo ID along with proof of purchase, either through a simple  
24 online claim form or through the mail. (Dkt. No. 601-12.) William B. Rubenstein, *Newberg on*  
25 *Class Actions* § 12:18 (6th ed. 2023) (noting that “a claiming process is inevitable” when “[t]here  
26 would be no way of distributing a settlement fund to the class members without a process by which  
27 the class members identified themselves, their mailing addresses, etc.”); *Shay v. Apple Inc.*, 2024  
28 WL 1184693, at \*9 (S.D. Cal. Mar. 19, 2024) (“[A]ll class members were required to provide proof

1 of purchase at one point in the process . . . [t]his proof of purchase requirement was successful at  
2 weeding out many fraudulent claims[.]”).

3 The method for distributing funds is also reasonable. The Plan of Allocation distributes 85%  
4 of the Settlement Fund to businesses and 15% to non-California consumers (unless that leads to  
5 compensation of either group beyond their collective single damages), which reflects the estimated  
6 collective shares of damages by these two types of Settlement Class Members, as calculated by  
7 Settlement Class Representatives’ expert. “[A]n allocation formula need only have a reasonable,  
8 rational basis, particularly if recommended by experienced and competent counsel.” *Rieckborn v.*  
9 *Velti PLC*, 2015 WL 468329, at \*8 (N.D. Cal. Feb. 3, 2015) (citation omitted). Under the Plan of  
10 Allocation, all Settlement Class Members who submit valid claims will receive cash payments  
11 amounting to their *pro rata* allocation share of the Settlement Fund based on the amount they paid  
12 for gasoline. In this calculation, purchases made in Southern California will be afforded twice the  
13 value compared to purchases made in Northern California (purchases in Southern California will  
14 carry a weight of 1 and purchases in Northern California will carry a weight of 0.5), to reflect the  
15 relative strength of these claims on the merits, given that class plaintiffs did not move to certify a  
16 litigation class of Northern California purchasers. *Id.*; see *In re MyFord Touch Consumer Litig.*, No.  
17 13-cv-03072-EMC (N.D. Cal. Mar. 28, 2019), Dkt. No. 526 at 4-5 (granting approval of settlement  
18 plan that pays a lower dollar amount based on the relative strength of certain claims); *In re JUUL*  
19 *Labs, Inc., Mktg., Sales Practs., & Prods. Liab. Litig.*, 2023 WL 6205473, at \*6-7 (N.D. Cal. Sept.  
20 19, 2023) (granting approval of a settlement allocating enhanced payments for certain class  
21 members).

22 Settlement Class Members have been given the option to choose their preferred method of  
23 payment, including electronic methods or by paper check. After an initial distribution, if there are  
24 substantial funds from uncashed payments, the remaining funds will, where economically rational,  
25 be redistributed to the Settlement Class Members who made claims and accepted their initial  
26 distribution payments. Only if the distribution of residual funds becomes uneconomical will  
27 distribution be made to a *cy pres* or other similar recipient, subject to the Court’s approval.





1 principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542  
2 of the California Civil Code, which provides:

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

9 The settlement states that Settlement Class Representatives, the Defendants Releasees, and  
10 Settlement Class Members understand and acknowledge the significance of these waivers of  
11 California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or  
12 regulation relating to limitations on releases, but acknowledge that this release extends only to  
13 economic loss claims (other than those expressly exempted from the scope of the release).

14 The Settlement Class Released Claims are dismissed with prejudice and without costs.  
15 Accordingly, the Consolidated Class Action Complaint and any other complaints in the litigation  
16 asserting Settlement Class Released Claims are hereby dismissed with prejudice and without costs.

17 Except as provided in this Order and Judgment, Settlement Class Members shall take  
18 nothing against the Defendant Releasees. This Order and Judgment shall constitute a final judgment  
19 binding the Defendant Releasees, Settlement Class Representatives, and Settlement Class Members  
20 with respect to the Settlement Class Released Claims.

21 **F. Other Effects of This Order**

22 No action taken by the parties, either previously or in connection with the negotiations or  
23 proceedings connected with the settlement, shall be deemed or construed to be an admission of the  
24 truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by  
25 any party of any fault, liability or wrongdoing of any kind whatsoever to any other party. Neither  
26 the settlement nor any act performed or document executed pursuant to or in furtherance of the  
27 settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the  
28 validity of any claim made by the Settlement Class Members or Settlement Class Counsel, or of any  
wrongdoing or liability of the persons or entities released under this Order and Judgment and the

1 settlement, or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any  
2 fault or omission of any of the persons or entities released under this Order and Judgment and the  
3 settlement, in any proceeding in any court, administrative agency, or other tribunal. The Defendant  
4 Releasees' agreement not to oppose the entry of this Order and Judgment shall not be construed as  
5 an admission or concession that class certification was or would be appropriate in the litigation  
6 outside of the context of settlement or would be appropriate in any other action

7 No distributions shall be made from the Settlement Account, or from any account holding  
8 the Gross Settlement Fund or Net Settlement Fund, without the written authorization of Settlement  
9 Class Counsel.

10 Defendants will have no role in, nor will they be held liable in any way for, the  
11 determination of monetary relief to be accorded each claimant. No Settlement Class Member or any  
12 other person will sue or have any claim or cause of action against the Settlement Class  
13 Representatives, Settlement Class Counsel, any person designated by Settlement Class Counsel, or  
14 the Settlement Administrator arising from or relating to the settlement, the Settlement Class  
15 Released Claims, the Action, or determinations or distributions made substantially in accordance  
16 with the settlement or Orders of the Court, including this Order and Judgment.

17 Without affecting the finality of the judgment hereby entered, the Court reserves exclusive  
18 jurisdiction over the implementation of the settlement. In the event the Effective Date does not  
19 occur in accordance with the terms of the Settlement Agreement, then this Order and any judgment  
20 entered thereon shall be rendered null and void and shall be vacated, and in such event, all orders  
21 and judgments entered, and releases delivered in connection herewith shall be null and void and the  
22 parties shall be returned to their respective positions ex ante.

### 23 **III. CONCLUSION**

24 For the foregoing reasons, the Court certifies the Settlement Class and grants final approval  
25 of the settlement.

26 There is no just reason for delay in the entry of this Judgment, and immediate entry by the  
27 Clerk of the Court is expressly directed.

1 **IT IS SO ORDERED.**

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3 Date:

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HON. JACQUELINE SCOTT CORLEY  
UNITED STATES DISTRICT COURT JUDGE

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