

GRAHAM HOLLIS APC  
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SAN DIEGO, CALIFORNIA 92103

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**FILED**  
Clerk of the Superior Court

SEP 14 2018

By: C. Beutler, Deputy

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

08/22/2018 at 04:25:54 PM

Clerk of the Superior Court  
By Jessica Pascual, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

ALFONSO HUERTA and ESTELLA VENTURA, individually and on behalf of all similarly situated employees of DEFENDANTS in the State of California,

Plaintiffs,

v.

VENTURE PETROLEUM COMPANY, INC., AMAD ATTISHA, an individual; RAAD ATTISHA, and individual, and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 37-2012-00078518-CU-OE-SC

**~~PROPOSED~~ ORDER OF FINAL APPROVAL AND JUDGMENT**

Date: September 14, 2018  
Time: 9:00 a.m.  
Judge: Hon. Joel R. Wohlfeil  
Dept.: C-73

Complaint Filed: September 13, 2012  
Trial Date: None set

Plaintiffs Alfonso Huerta and Estella Ventura (“Plaintiffs”) and Defendants Venture Petroleum Company, Inc., Amad Attisha, and Raad Attisha (“Defendants”) (collectively, the “Parties”), through their respective counsels of record, have reached an agreement to settle the claims asserted in the above-titled action (the “Action”) pursuant to the terms set forth in the Parties’ Stipulation and Settlement Agreement of Class Action and PAGA Representative Claims (the “Settlement Agreement”). The Court granted preliminary approval of the Settlement on April 30, 2018. Due and adequate notice having been given to all Class Members pursuant to California Rules of Court, Rule 3.769, and the Court, having considered all papers filed in this Action, all applicable law, and having been advised that no objections were made to the Settlement, and for good cause appearing therefor, HEREBY ORDERS THE FOLLOWING:

///

1           1.       This Order adopts and incorporates by reference the terms and conditions of the Settlement  
2 Agreement, which is attached hereto as **Exhibit A**.

3           2.       Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an  
4 admission by Defendants, nor is this Judgment a finding of the validity of any claims in the action or of  
5 any wrongdoing by Defendants. Neither this Judgment, the Settlement Agreement, nor any document  
6 referenced to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or  
7 may be used as admission by or against Defendants of any fault, wrongdoing or liability whatsoever. The  
8 entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related  
9 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession  
10 with regard to the denials or defenses by Defendants and shall not be offered into evidence in any action  
11 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than  
12 to enforce the provisions of this Judgment, the Settlement Agreement, or any related agreement or release.  
13 Notwithstanding these restrictions, Defendants may file in the action or in any other proceeding the  
14 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence of the  
15 Settlement to support a defense of res judicata, collateral estoppel, release or other theory of claim or issue  
16 preclusion or similar defense as to the Released Claims.

17           3.       Consistent with the definition provided in the Settlement Agreement, the Settlement Class  
18 is defined as all individuals who are members of the Non-Exempt Class and/or the Waiting Time Penalties  
19 Subclass.

20           a.       The “Non-Exempt Class” is defined as “all current and former non-exempt Cashier  
21 and Assistant Manager employees of VENTURE PETROLEUM COMPANY,  
22 INC. who worked in the State of California as “cashiers” or performed cash register  
23 duties at any time from September 13, 2008 and the April 30, 2018.”

24           b.       “Waiting Time Penalties Subclass” is defined as “all members of the Non-Exempt  
25 Class who separated from their employment with Defendants at any time from  
26 September 13, 2009 and April 30, 2018.”

27           4.       This Court has jurisdiction over the subject matter of the Action, and personal jurisdiction  
28 over Defendants, Plaintiffs, and Settlement Class Members.

1           5.       The Court hereby grants final approval of the Settlement as fair, reasonable, and adequate  
2 in all respects and orders the Parties to consummate the Settlement in accordance with the terms of the  
3 Settlement Agreement.

4           6.       The Court approves the Total Settlement Amount of three hundred thousand dollars  
5 (\$300,000) to be paid by Defendants in settlement of the Action in accordance with the terms of the  
6 Settlement Agreement.

7           7.       The Court has determined that the Class Notice that was mailed to the Settlement Class  
8 pursuant to the Court's April 30, 2018 Order Granting Preliminary Approval, fully and accurately  
9 informed the Settlement Class of the material elements of the proposed Settlement, constituted the best  
10 notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members  
11 of the Settlement Class.

12          8.       In granting final approval of the Settlement, the Court considered the nature of the claims,  
13 the amount and kinds of benefits paid in settlement, the allocation of the Settlement proceeds among the  
14 Settlement Class, and the fact that the Settlement represents a compromise of the Parties' respective  
15 positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms  
16 of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any  
17 individual Settlement Class Member.

18          9.       In accordance with the Settlement Agreement and in exchange for the consideration set  
19 forth therein, Plaintiffs and all Participating Settlement Class Members, i.e. those that have not requested  
20 exclusion from the Settlement, shall release Defendants Venture Petroleum Company, Inc., Amad Attisha,  
21 Raad Attisha, and each of their former or present parents, subsidiaries, affiliates, investors, partners,  
22 owners, related organizations, predecessors or successors, and all agents, employees, officers, directors,  
23 members, managers, holding companies, insurers, and attorneys thereof (the "Released Parties") means  
24 all wage-and-hour claims, demands, rights, liabilities, costs, penalties, interest, attorney's fees, and causes  
25 of action, arising during the Class Period, which were or could have been raised based on the facts,  
26 conduct, and/or omissions alleged in the Complaint, including claims for missed meal and rest breaks;  
27 meal and rest breaks premiums; unpaid wages, including minimum wages, regular wages, overtime and  
28 double time wages; wage statement violations; alleged failure to timely pay wages due during

1 employment; alleged failure to timely pay all wages due upon separation of employment; failure to  
2 maintain and provide accurate records; alleged failure to reimburse for alleged business expenses incurred;  
3 violations of the California Labor Code and relevant Wage Orders; unfair business practices premised on  
4 the above claims; and penalties under the California Private Attorneys General Act (“PAGA”) (the  
5 “Released Claims”). In addition, each member of the Settlement Class who chooses to participate in this  
6 Settlement by not opting out and further cashes their Settlement Award check will also be deemed to have  
7 opted into the action for purposes of the federal Fair Labor Standards Act, 29 U.S.C. §§201 *et seq.*  
8 (“FLSA”) and their Released Claims will include a release of any FLSA claims.

9 10. The Court finds that zero (0) Class Members requested exclusion from the Settlement Class  
10 and is, therefore, not entitled to a Settlement Payment and is not bound by the Judgment in the Action.

11 11. The Court finds that zero (0) Class Members have objected to the Settlement.

12 12. Having expended significant efforts to secure a benefit for the Class, the Court approves  
13 an award of attorney’s fees to Class Counsel in the amount of one hundred thousand dollars (\$100,000),  
14 to be paid from the Total Settlement Amount pursuant to the terms of the Settlement Agreement.

15 13. Having incurred various costs in the course of litigating the Action in the form of court  
16 filing fees, mediation fees, document copying fees, and legal research charges, the Court approves Class  
17 Counsel’s request for reimbursement of reasonably-incurred litigation costs in the amount of sixty-two  
18 thousand dollars (\$62,000), to be paid from the Total Settlement Amount pursuant to the terms of the  
19 Settlement Agreement.

20 14. Except as expressly provided herein, the Parties shall each bear all of their own fees and  
21 costs in connection with this matter.

22 15. The Court approves the requested Class Representative Service Award to Plaintiffs and  
23 Class Representatives Alfonso Huerta and Estella Ventura in the amount of fifteen thousand dollars  
24 (\$15,000) to be allocated as seven thousand five hundred dollars (\$7,500) to Plaintiff Alfonso Huerta and  
25 seven thousand five hundred dollars (\$7,500) to be allocated to Plaintiff Estella Ventura for their services  
26 to the Class, determining that this amount is fair and reasonable compensation for their work performed  
27 on behalf of the Class and for the risks undertaken initiating the Action.

28 ///

1           16. The Court approves the payment of ten thousand dollars (\$10,000) from the Total  
 2 Settlement Amount to cover any and all claims for civil penalties associated with the Released Claims that  
 3 were, or could have been, brought in the Action under the Private Attorneys General Act of 2004, Labor  
 4 Code section 2698, *et seq.*, of which 75% (\$7,500) will be paid to the California Labor and Workforce  
 5 Development Agency and the remaining 25% (\$2,500) will be retained in the Net Settlement Fund for  
 6 distribution to Settlement Class Members.

7           17. The Court approves the payment of fifteen thousand dollars (\$15,000) to the Settlement  
 8 Administrator, ILYM Group, Inc., for its services in administering the Settlement, the full amount of  
 9 which is to be paid from the Total Settlement Amount.

10          18. Pursuant to California Rules of Court Rule 3.771(b), ILYM Group, Inc. is ordered to post  
 11 a copy of this Judgment on its website for a period of thirty days from the date the Court signs the  
 12 Judgment.

13          19. Pursuant to California Code of Civil Procedure section 384, the Court finds that it is in the  
 14 best interest of the Settlement Class for the amount of any Settlement Award to Settlement Class Members  
 15 that remain uncashed 180 calendar days after mailing or re-mailing the second and final distribution to the  
 16 San Diego Voices for Children.

17          20. The Court orders the following schedule of dates and administration milestones for the  
 18 specified actions in the Action in accordance with the terms of the Settlement Agreement:

EVENT	TIMING
<b><u>Final Approval Date</u></b>	September 14, 2018
<b><u>Effective Date</u></b>  The date on which the Court grants Final Approval.	September 14, 2018
<b><u>Settlement Funding Deadlines</u></b>  Two installment payments: (1) Within sixty (60) calendar days of the Effective Date, (2) No later than twelve (12) months after the Effective	December (1) November 13, 2018 (2) September 14, 2019

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EVENT	TIMING
Date.	
<b><u>Disbursement Deadlines</u></b>  Two distributions: No later than fifteen (15) calendar days after Defendants fund the Settlement.	December (1) November 28, 2018 (2) September 29, 2019

**JUDGMENT**

21. In accordance with, and for the reasons stated in this Order of Final Approval and Judgment, judgment is hereby entered whereby the Plaintiffs and all Settlement Class Members shall take nothing from Defendants, except as expressly set forth in the Settlement Agreement.

22. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and continuing jurisdiction over this action and the Parties for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and this Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this Settlement.

**IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

Dated: SEP 14 2018

JOEL R. WOHLFEIL  
HON. JOEL R. WOHLFEIL  
Judge of the Superior Court

# EXHIBIT A

# **Notice Of Proposed Class Action And Private Attorney General Act Settlement**

*Alfonso Huerta and Estella Ventura, et al. v. Venture Petroleum Company, Inc., et al.*  
San Diego County Superior Court  
Case No. Case No.: 37-2012-00078518-CU-OE-SC

## **THIS IS A COURT-AUTHORIZED NOTICE.**

PLEASE READ THIS NOTICE CAREFULLY.  
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT  
*This is not a lawsuit against you and you are **not** being sued.  
This is not a solicitation from a lawyer.*

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You received this notice because Venture Petroleum Company, Inc.'s (VP) records indicate you were employed by VP as a Cashier or Assistant Manager in California at some point between September 13, 2008 and <<DATE OF PRELIMINARY APPROVAL>>, 2018, and, therefore, are a Class Member in this class action lawsuit. As a Class Member, the Court has ordered that this notice be sent to you to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) advise you of how you can exclude yourself or object to the Settlement.

### **2. What is this lawsuit about?**

The lawsuit alleges that VP failed to provide its Cashiers and Assistant Managers employed in California with legally compliant meal and rest periods; failed to pay them all minimum, regular, overtime, and double time wages owed; failed to provide them with accurate, itemized wage statements; failed to pay them all wages owed during, and upon separation of, their employment; failure to maintain accurate records; and failure to reimburse necessary expenses. The lawsuit also alleges that VP's practices violated California's Business and Professions Code section 17200, *et seq.*, and seeks all available remedies, including unpaid wages, waiting time penalties, and civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*

VP denies it did anything wrong and contends that it timely and properly paid all wages owed; provided all meal and rest periods; properly issued accurate, itemized wage statements, as required by law; maintained accurate records, as required by law; reimbursed all necessary expenses, as required by law; and did not engage in any unfair competition or violations of

QUESTIONS? CALL [SETTLEMENT ADMINISTRATOR NUMBER] TOLL FREE

## Notice of Class Action Settlement

PAGA. VP contends that none of the claims alleged by Plaintiffs Alfonso Huerta and Estella Ventura will succeed in Court.

### 3. What is a class action?

In a class action lawsuit, a person called a Class Representative sues on behalf of people who have similar claims. The people with similar claims are called Class Members and together they make up the Class. In a class action, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class. Here, the Court preliminarily approved the Settlement and appointed Plaintiffs Alfonso Huerta and Estella Ventura as Class Representatives.

### 4. Why is there a settlement?

The Court did not hold a trial to decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement that they believe is fair, reasonable, and adequate under the circumstances. Plaintiffs think their claims have merit and that they would have been successful at trial. On the other hand, Defendants deny all liability and believe that Plaintiffs would not have won anything at trial. In agreeing to settle this lawsuit, both sides avoided the significant costs of a trial and Class Members will receive compensation without any determination of wrongdoing by VP.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

To receive a portion of the Settlement, you must be a Class Member.

### 5. How do I know if I am a Class Member?

You are a Class Member if you are a current or former non-exempt employee of Venture Petroleum Company, Inc. and worked as a Cashier or Assistant Manager in California at any time from September 13, 2008 through << **Preliminary Approval Date**>>.

In addition, you may also be a member of the Waiting Time Penalties Subclass if you are a former non-exempt employee of Venture Petroleum Company, Inc. and worked as a Cashier or Assistant Manager in California and separated from your employment at any time from September 13, 2009 through << **Preliminary Approval Date**>>.

## Notice of Class Action Settlement

### **THE LAWYERS REPRESENTING YOU**

#### **6. Do I have a lawyer in this case?**

The Court appointed Graham S.P. Hollis, Vilmarie Cordero, and Rita Leong of Graham Hollis APC to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

3555 Fifth Avenue, Suite 200  
San Diego, CA 92103  
Telephone: (619) 546-4373

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Settlement, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **7. How will Class Counsel be paid?**

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having successfully resolved this Action on behalf of the Class, Class Counsel will ask the Court to approve payment of up to \$100,000 for attorneys' fees and up to \$86,000 in litigation costs. The fees will pay Class Counsel for litigating the case and negotiating the Settlement, but the Court may award less than these amounts. VP has agreed not to oppose Class Counsel's request for these fees and costs.

### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

#### **8. What does the Settlement provide?**

VP has agreed to pay up to \$300,000 (the "Total Settlement Amount") to settle this lawsuit. Before any payments will be made to Class Members, however, the following deductions will be made from the Total Settlement Amount:

- Settlement Administration Costs: For its work administering the Settlement, ILYM Group, Inc. will charge an amount not to exceed \$15,000.
- Class Representatives' Service Awards: For their efforts prosecuting this action and for acting as the representative on behalf of the Class, Alfonso Huerta and Estella Ventura will each request a Class Representative Service Award in an amount not to exceed \$7,500.
- Attorneys' Fees and Expenses: Class Counsel will request a payment up to \$100,000 in attorneys' fees and reimbursement of actual litigation costs, not to exceed \$86,000. Class Members are not personally responsible for paying Class Counsel's attorneys' fees or costs.

## Notice of Class Action Settlement

- PAGA Payment: \$7,500 will be paid to the Labor and Workforce Development Agency (“LWDA”) for civil penalties under PAGA.
- Defendants’ Share of Payroll Taxes.

### 9. How will my payment be calculated?

After deducting the items listed in Section 8 from the Total Settlement Amount, the amount remaining is the “Net Settlement Fund,” the full amount of which will be allocated to Class Members who do not request exclusion. Your share of the Net Settlement Fund will depend on the number of weeks that you worked for VP in California as a Cashier or Assistant Manager from September 13, 2008, until <<date of preliminary approval of settlement>> (the “Class Period”). Here’s how it works:

The Non-Exempt Class is allocated 85% of the Net Settlement Fund and each member of the Non-Exempt Class will receive a pro-rata portion based on the ratio of the number of workweeks that each Participating Settlement Class Member worked during the Class Period compared to the total number of workweeks that all Participating Settlement Class Members worked during the Class Period.

Then, the Waiting Time Penalties Subclass is allocated 15% of the Net Settlement Fund and each member of the Waiting Time Penalties Subclass will receive an equal dollar amount. This amount will be paid in addition to the amount that members of the Waiting Time Penalties Subclass are entitled to receive as members of the Non-Exempt Class.

### 10. How much will I receive?

VP’s records show that you worked a total of [est. amount] workweeks as a Cashier or Assistant Manager in California during the Class Period, which means you will receive an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (You may have worked for VP prior to the Class Period, but that time is not included for purposes of this settlement.)

[INSERT FOR WTP SUBCLASS MEMBERS ONLY] VP’s records also show that you are a member of the Waiting Time Penalties Subclass, which means you are entitled to an additional estimated amount of \$[est. amount].

If you believe in good faith that the number of workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that those calculations are incorrect and authorize the Settlement Administrator to review your records and related documents. The number of workweeks stated herein is presumed to be correct unless the documents you submit (such as wage statements and paystubs from VP) substantiate that the calculations provided are incorrect. Any such dispute must be mailed to the Settlement Administrator, postmarked by [insert] at the designated address for the Settlement Administrator.

## Notice of Class Action Settlement

If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

### 11. How do I receive my payment?

To receive your payment, ***you do not have to do anything***. Once the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your Settlement Award checks to the mailing address in this letter as long as you do not request to be excluded from the Settlement. Please make sure that the Settlement Administrator has your correct mailing address.

### 12. When do I get my payment?

The Court will hold a hearing on <<**DATE OF FINAL APPROVAL HEARING**>> to decide whether to approve the Settlement. To check on the progress of the Settlement, you may call the Settlement Administrator at [**Settlement Administrator Number**]. If the Court approves the Settlement, you will receive two checks following the hearing.

**Once the Settlement Administrator mails you your Settlement Award checks, you must cash your checks within 180 days from the date the checks are mailed. If you do not cash your checks within 180 days, you will forfeit the amount of those checks.**

### 13. Are there tax consequences if I receive my payment?

The payments you receive based on the number of workweeks you worked will be allocated: 1/3 to wages and 2/3 to interest and penalties. The portion of your payments representing wages will be subject to regular tax withholding and will be reported on an IRS Form W-2. The Settlement Administrator will send all related employment tax withholdings to the proper state and federal taxing authorities. The portion of your payment representing interest and penalties will be reported on a Form 1099, with the required copies of the Form 1099 provided to the proper taxing authorities. If you are a member of the Waiting Time Penalties Subclass, the entire amount you receive for waiting time penalties will be allocated as penalties. You are ***strongly encouraged*** to consult with your tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

### 14. What am I giving up to get a payment or stay in the Class?

**Unless you exclude yourself from the Class**, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against VP about the legal issues in *this* case. It also means that you will agree to the “Release” set forth below:

## Notice of Class Action Settlement

### **RELEASE**

Upon the date the Court enters an order granting final approval of the Settlement, I do hereby and forever release, acquit, and discharge Defendants Venture Petroleum Company, Inc., Amad Attisha, and Raad Attisha, and each of their former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof (“the Released Parties”) for all wage-and-hour claims, demands, rights, liabilities, costs, penalties, interest, attorney’s fees, and causes of action, arising during the Class Period, which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Complaint, including claims for missed meal and rest breaks; meal and rest breaks premiums; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; alleged failure to timely pay wages due during employment; alleged failure to timely pay all wages due upon separation of employment; failure to maintain and provide accurate records; alleged failure to reimburse for alleged business expenses incurred; violations of the California Labor Code and relevant Wage Orders; unfair business practices premised on the above claims; and penalties under the California Private Attorneys General Act (“PAGA”). The Released Claims do not cover or include (1) claims for Workers' Compensation, (2) claims for unemployment or disability payments, (3) claims for discrimination, retaliation or harassment under Title VII or California's Fair Employment and Housing Act, (4) tort claims, or (5) any other claims that cannot be released as a matter of law. The Released Claims shall run during the entire Class Period. As of the Effective Date of Settlement, each Class Member who has not filed a valid Request for Exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims. This waiver and release of claims shall be binding on Class Representatives and all members of the Class who have not timely submitted a valid Request For Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties.

In addition, each member of the Settlement Class who chooses to participate in this Settlement by not opting out and further cashes their Settlement Award check will also be deemed to have opted into the action for purposes of the federal Fair Labor Standards Act, 29 U.S.C. §§201 et seq. (FLSA) and their Released Claims will include a release of any FLSA claims.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **15. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator with a sentence stating: “I wish to be excluded from the case entitled: *Huerta, et al. v. Venture Petroleum Company, Inc., et al.*, Case No. 37-2012-00078518-CU-OE-SC.” You must include your full name (and former names, if any), address, telephone number, last four

## Notice of Class Action Settlement

digits of your social security number, the location and years of employment with VP, your signature, and contain a statement to the effect of: "I wish to be excluded from the Settlement." You must mail your exclusion request no later than <<45 days from mailing>> to the Settlement Administrator at the following address:

***Huerta, et al. v. VP, et al. Settlement Administrator***

c/o <<TPA>>

<<address>>

If you ask to be excluded, you will not receive any money from the Settlement and you cannot object to the Settlement. Class Counsel will not represent your interests in this lawsuit if you request to be excluded.

**16. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself, **you will not receive any money from this Settlement.** If you exclude yourself from the Settlement, you keep the right to sue VP on your own and at your own expense.

### **OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I don't like the Settlement?**

If you are a Class Member and you wish to object to the Settlement, you may file a written objection to the Settlement with the Settlement Administrator no later than <<45 days from mailing>> and object at the time of the Final Approval Hearing. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

If you file a written objection with the Court, you must also send a copy of your written objection to the Settlement Administrator. Make sure that your objection includes your full name (and former names, if any), address, telephone number, your signature, and the factual basis for the objection with any supporting legal arguments, documents or evidence to the extent intended to be submitted to the Court. You must mail your objection to the Settlement Administrator no later than <<45 days from mailing>>. The Settlement Administrator's address is:

***Huerta, et al. v. VP, et al. Settlement Administrator***

c/o <<TPA>>

<<address>>

## Notice of Class Action Settlement

### THE COURT'S FAIRNESS HEARING

#### 18. When will the court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at <<time>> a.m. on <<date>>, at the San Diego County Superior Court, 330 W. Broadway, San Diego, California, 92101, in Department 73. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

#### 19. Do I have to come to the hearing?

No, you do not have to attend the hearing, but you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### IF YOU DO NOTHING

#### 20. What happens if I do nothing at all?

If you are a member of the Class, and you do nothing, you will receive two checks for your portion of the settlement. But, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

### GETTING MORE INFORMATION

#### 21. How can I get more details about the Settlement?

For more information about the Settlement, you may go to the Court Clerk's office, located at 330 W. Broadway, San Diego, California, 92101, during regular business hours and view the Court file in *Alfonso Huerta, et al. v. Venture Petroleum Company, Inc., et al.*, Case No. 37-2012-00078518-CU-OE-SC, or access the case file on-line through the Court's web-site at: <http://courtindex.sdcourt.ca.gov/CISPublic/casesearch>

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**