

## **ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE**

This Addendum to the Settlement Agreement and Release (“Addendum”) is intended to amend certain provisions of the previously-signed Settlement Agreement and Release (“Settlement Agreement”) executed by the Parties on or about August 31, 2021. These changes were recommended by the Superior Court at the first hearing on the Motion for Preliminary Approval on October 21, 2021, and subsequently adopted by the Parties, and supplement the terms of the Settlement Agreement entered into by Plaintiff Jimmy Walsh (“Plaintiff”), individually and on behalf of the Class Members, and by Defendant BP Products North America Inc. (“BPPNA”). In this Addendum Plaintiff and BPPNA are referred to collectively as the “Parties.”


1. The Parties hereby clarify that, pursuant to paragraphs 24, 25 and 27 of the Settlement Agreement, BPPNA will provide to the dealers and operators of every ARCO-branded station in the Relevant California Counties the abbreviated notice to the Settlement Class, along with posting instructions, utilizing BPPNA’s normal channel of communication with such dealers and operators.
2. The Parties hereby clarify that the “best efforts” set forth in paragraph 5 of the Settlement Agreement means that BPPNA will provide the written notice of the requirement set forth in California Civil Code § 1749.5 to its ARCO-branded dealers and operators of stations in the Relevant California Counties in writing and through BPPNA’s normal channel of communication with such dealers and operators. As further set forth in that paragraph, BPPNA will provide reminder notices annually for the

next two (2) years through the same normal channel of communication with its ARCO-branded dealers and operators of stations in the Relevant California Counties.

3. The Class Notices attached as Exhibit B and C to the Settlement Agreement are hereby amended with the attached Exhibits B and C to advise Class Members that if they do nothing, they will be bound by the Settlement and that the Settlement provides that if they have an ARCO Pump Pass gift card worth less than \$10, they may redeem it for cash value at ARCO-branded stations.

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Addendum to be executed this 11 day of November 2021.

Defendant BP Products North America Inc.

By:   
HUMBERTO HARROQUIN

Its: VP West Coast ampm/ARCO


\_\_\_\_\_  
Jimmy Walsh, Plaintiff and Class Representative

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Defendant BP Products North America Inc.

  
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 Jimmy Walsh, Plaintiff and Class Representative

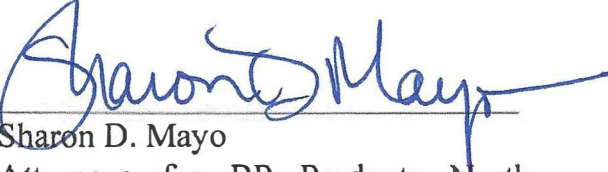
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**APPROVED AS TO FORM:**



Todd M. Friedman, Esq.  
Attorneys for Plaintiff Jimmy Walsh



Sharon D. Mayo  
Attorneys for BP Products North  
America Inc.

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**EXHIBIT B**

# **IF YOU HAVE A GIFT CARD WITH A VALUE OF LESS THAN \$10, YOU MAY REDEEM IT FOR CASH UNDER CALIFORNIA LAW**

## **NOTICE OF GIFT CARD CLASS ACTION AND PROPOSED SETTLEMENT**

A settlement was given preliminary court approval in a class action lawsuit pending in the Superior Court of California, County of Contra Costa (the “Court”), entitled *Jimmy Walsh v. BP Products North America Inc. et al.*, Case No. C21-00119 (the “Action”) involving BP Products North America Inc. (“BP”). The Court authorized this notice.

### **WHAT IS THIS ABOUT?**

The settlement will resolve a lawsuit on behalf of a Class in which the Plaintiff alleges that Arco-branded stations in certain California counties failed to redeem ARCO Pump Pass gift cards that have a balance of less than \$10 for cash upon request by Class Members.

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

The Class consists of all persons, if any, who, between January 22, 2017 and [REDACTED], 2021, presented an ARCO Pump Pass gift card with an amount of less than \$10 for redemption of its cash value at an ARCO-branded station in the Relevant California Counties and that request was rejected. The Relevant California Counties are: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba. Employees of BP and others affiliated with BP are not included in the Class.

### **WHAT BENEFITS DOES THE SETTLEMENT PROVIDE TO THE CLASS?**

Once the settlement is approved by the Court, BP has agreed to provide written notice annually to its ARCO-branded dealers and operators of stations in the Relevant California Counties of the requirement set forth in California Civil Code Section § 1749.5 that “any gift certificate with a cash value of less than ten dollars (\$10) is redeemable in cash for its cash value” through 2023. If you have an ARCO Pump Pass gift card with an amount less than \$10 remaining on it, you may redeem the gift card at ARCO-branded stations in California for cash. There is no separate monetary payout from the Settlement. Anyone who has been denied the ability to redeem an ARCO Pump Pass gift card with a balance of less than \$10 in value is entitled to redeem it for cash.

### **RELEASE OF ALL CLAIMS**

Class Members who have not excluded themselves will release BP from all claims, known or unknown, which they have or may have arising out of or relating to any claims that were brought in the Action or claims related to the redemption for cash of any ARCO Pump Pass gift card in the Relevant California Counties.

### **WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?**

If you are a member of the Class, you do not have to do anything to receive the settlement benefits described above. If you have an ARCO Pump Pass gift card with an amount less than \$10 remaining on it, you may redeem the gift card at ARCO-branded stations in California for cash. You may exclude yourself from the settlement or object to it, as described below.

### **HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

If you a member of the Class but want to exclude yourself from the Class and from being bound by the settlement, you must follow the directions found below. .

### **HOW DO YOU OBJECT TO THE SETTLEMENT?**

You may also object to the proposed settlement in writing and appear at the Final Approval Hearing, either in person or through an attorney. Specific directions on properly objecting are found below. . If you exclude yourself from the settlement, you cannot object to the settlement.

### **WHEN IS THE FINAL APPROVAL HEARING?**

The Court will have a Final Approval Hearing to decide whether to finally approve the settlement on [REDACTED] at [REDACTED], before Judge Edward G. Weil in Dept. 39 of the Court, located at 725 Court Street, Martinez, California 94553.

### **MORE INFORMATION**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed settlement agreement, which is available on this website and is on file with the Clerk of the Court, 725 Court Street, Martinez, California 94553. The pleadings and other records in this litigation may also be examined with the Clerk of the Court. The complaint and the settlement agreement are available on this webpage.

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EXHIBIT C



## **CLASS ACTION SETTLEMENT NOTICE**

### **IF YOU HAVE A GIFT CARD WITH A VALUE OF LESS THAN \$10, YOU MAY REDEEM IT FOR CASH UNDER CALIFORNIA LAW**

**If you presented an ARCO Pump Pass gift card with an amount of less than \$10 for redemption of its cash value at an ARCO-branded station and that request was rejected, you may be part of a class action settlement.**

To Exclude Yourself or Object to the Settlement, you must act by [redacted], 2021.

1-888-[phone number]

[www.\[website\].com](http://www.[website].com)

A Settlement has been proposed in a class action lawsuit against BP Products North America Inc. regarding the redemption of ARCO Pump Pass gift cards for cash value at certain ARCO-branded stations in the following California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba.

**Who is included?** The Settlement includes all persons who between January 22, 2017 and [redacted], 2021, presented an ARCO Pump Pass gift card with an amount of less than \$10 for redemption of its cash value at an ARCO-branded station in the Relevant California Counties and that request was rejected.

#### **What are my options?**

- If you have an ARCO Pump Pass gift card with an amount less than \$10 remaining on it, you may redeem the gift card at ARCO-branded stations in California for cash. There is no separate monetary payout from the Settlement.
- If you do nothing, you will be legally bound by the Settlement.
- If you do not want to be legally bound by the Settlement, you must exclude yourself by [redacted], 2021. Unless you exclude yourself from the Settlement, you will not be able to sue BP Products North America Inc. or related parties for any claim released.
- If you do not exclude yourself from the Settlement, you may object by [redacted], 2021. The Contra Costa County Superior Court in Martinez, California will hold a hearing via Zoom in this case on [redacted], 2021 at [redacted]:00 a.m. to decide whether to approve: (1) the Settlement including injunctive relief; and (2) Class Counsel's request for up to \$67,000 in attorneys' fees and costs and a \$5,000 incentive award payment to the Class Representative. You may appear at the hearing, but do not have to.
- For more detailed information and a copy of the Settlement Agreement, visit [website].

Any questions, please contact [add phone number/website]