

If you received a text message advertisement from SuperAmerica from January 1, 2012 through April 1, 2015, you could get \$50 cash and a \$50 gift card from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- SuperAmerica has agreed to settle a proposed class action. You may submit a claim to receive both a \$50 cash payment and a \$50 gift card usable at SuperAmerica stores (“Payment”). Your Payment may be more or less depending on the number of claims submitted.
- This Settlement resolves a proposed class action lawsuit over whether text messages sent to cell phones violated the Telephone Consumer Protection Act (“TCPA”).
- If you are a Settlement Class Member, you must file a claim in order to receive a payment and a gift card. As part of the Settlement, SuperAmerica and companies involved in sending the texts will receive a “release” from Settlement Class Members. If you are a Settlement Class Member, you automatically release the claims that are covered by this lawsuit unless you exclude yourself.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	THE ONLY WAY TO GET A PAYMENT. You must submit your claim online at www.SATCPAsettlement.com or by mail to <i>Soular v. Northern Tier</i> Claims Administrator, P.O. Box 4390, Portland, OR 97208-4390 by June 15, 2017.
DO NOTHING	Get no Payment. Give up any rights you might have to sue SuperAmerica and related companies about the claims resolved by the Settlement.
ASK TO BE EXCLUDED FROM THE SETTLEMENT	Get no Payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
OBJECT TO THE SETTLEMENT	Stay in the lawsuit and write to the Court about why you don't like the Settlement.
GO TO A SETTLEMENT HEARING	Ask to speak in Court about the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, Payments will be distributed to those who submit a qualifying Claim Form. Please be patient.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

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BASIC INFORMATION

1. Why is there a notice?

A court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Alex Soular et al. v. Northern Tier Energy, LP; Northern Tier Energy LLC; Northern Tier Retail Holdings, LLC; Northern Tier Retail, LLC d/b/a SuperAmerica*, Case No. 0:15-cv-00556-SRN-KMM in the United States District Court, District of Minnesota, and about all of your options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what Payments are available, who is eligible for them, and how to get them.

2. What is this litigation about?

The lawsuit alleges that SuperAmerica violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by sending unsolicited text messages. Specifically, the lawsuit claims that SuperAmerica sent or transmitted, or had sent or transmitted on their behalf, text message advertisements to wireless telephone numbers using a computerized automatic telephone dialing system, as defined by the TCPA, that stores telephone numbers from a database, or dials random or sequential numbers. The lawsuit claims that these messages were sent without the recipients’ prior consent, in violation of the TCPA.

SuperAmerica denies all material allegations asserted by Plaintiffs. SuperAmerica specifically disputes that it violated the TCPA, any statute, or common law; that it used an automatic telephone dialing system to contact Plaintiffs or potential Settlement Class Members without their prior express consent; and that Plaintiffs and potential Settlement Class Members are entitled to any relief. SuperAmerica further contends that the allegations contained in Plaintiffs’ Amended Complaint are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, SuperAmerica has agreed to settle this litigation on the terms set forth in this Settlement Agreement, subject to Court approval.

The Plaintiffs’ First Amended Class Action Complaint, SuperAmerica’s answer to that Complaint, the Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.SATCPAsettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. Why is there a Settlement?

The Court has not decided who is right. Instead, both sides agreed to the Settlement. That way, they avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the Payments described in this notice. The proposed Settlement does not mean that any law was broken or that SuperAmerica did anything wrong. SuperAmerica denies all legal claims in this case. The Class Representatives and the lawyers representing the Class think the Settlement is best for everyone who received these text messages.

WHO IS IN THE SETTLEMENT?

4. Who is included in the Settlement?

The Settlement includes all persons and entities within the United States who received a text message from or sent on behalf of SuperAmerica to a cellular telephone through the use of an automatic telephone dialing system from January 1, 2012 through April 1, 2015.

The January 1, 2012 through April 1, 2015 dates are known as the “Class Period.”

5. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.SATCPAsettlement.com or call the toll-free number, 1-844-512-9009. You also may send questions to the Claims Administrator at *Soular v. Northern Tier* Claims Administrator, P.O. Box 4390, Portland, OR 97208-4390.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

SuperAmerica will pay a “Total Settlement Payment” of a minimum of \$2,200,000.00 up to a maximum of \$3,500,000.00. This Total Settlement Payment will cover all Court-awarded Settlement costs and cover all “Cash Awards” and “In-Store Awards” paid to Settlement Class Members who file valid claims.

If you are a Settlement Class Member, you can make one claim to receive one Cash Award and one In-Store Award (together, the “Payment”) regardless of the number of text messages you received from SuperAmerica.

- **Cash Award.** If you are a Settlement Class Member and submit a valid claim, you will receive a Cash Award payable by check in the amount of \$50.00.
- **In-Store Award.** If you are a Settlement Class Member and submit a valid claim, you will receive an In-Store Award of \$50.00.

The In-Store Award will be issued as a gift card usable only in SuperAmerica convenience stores. The In-Store Award may be used to redeem any merchandise, including gasoline, sold by SuperAmerica, with the exception of alcohol, tobacco, and lottery products. The In-Store Award will be valid for a period of 180 days after the In-Store Award is issued.

Your Payment may be more or less, depending on the number of claims submitted. The Cash Award and the In-Store Award are subject to pro rata adjustment. After determination of the costs of the Settlement (attorneys’ fees and costs, service awards to the Class Representatives, and costs of notice and administration), the total, final amount of claimed Cash Awards and In-Store Awards will be added. If the resulting total is:

- (a) greater than \$2,200,000.00 and less than \$3,500,000.00, there will be no adjustment;
- (b) less than \$2,200,000.00, then the Cash Awards and In-Store Awards will be adjusted equally upward in the amount necessary to make the Total Settlement Payment match \$2,200,000.00; or
- (c) greater than \$3,500,000.00, then the Cash Awards and In-Store Awards will be adjusted equally downward in the amount necessary to make the Total Settlement Payment match \$3,500,000.00.

7. How do I file a claim?

In order to receive a Cash Award and In-Store Award, you must complete and submit a valid Claim Form. You may request that a Claim Form be sent to you by calling 1-844-512-9009. You may also visit www.SATCPAsettlement.com to file a claim online.

Mailed Claim Forms must be postmarked on or before **June 15, 2017** to the address on the Claim Form:

Soular v. Northern Tier Claims Administrator
P.O. Box 4390
Portland, OR 97208-4390

Online claims must be filed by **11:59 p.m. CDT on June 15, 2017**.

If you have questions about how to file your claim that cannot be answered by this notice, please visit www.SATCPAsettlement.com or call 1-844-512-9009.

8. When will I receive my Payment?

Payments to Settlement Class Members who file valid claims will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved (*see* “The Court’s Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing?

If you do nothing, you won't get a Payment. And unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against SuperAmerica or related companies. It also means that all of the Court's orders will apply to you and legally bind you.

10. How do I get out of the Settlement?

If you exclude yourself, you can't get a Payment from this Settlement. But you may sue, continue to sue, or be part of a different lawsuit against SuperAmerica. To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

Soular v. Northern Tier Claims Administrator
P.O. Box 4390
Portland, OR 97208-4390

Your Request for Exclusion must include the following:

- your full name and mailing address;
- your cellular telephone number(s) on which you claim to have received a text sent from or sent on behalf of SuperAmerica during the Class Period;
- a telephone number at which you can be currently reached; and
- a clear statement that you wish to be excluded from the Settlement.

Your Request for Exclusion must be postmarked no later than **May 15, 2017**. You cannot ask to be excluded on the phone, by email, or at the website.

11. If I do not exclude myself, can I sue SuperAmerica for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue SuperAmerica for legal claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

12. What happens if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against SuperAmerica about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing SuperAmerica from all of the claims described and identified in Section 13 of the Settlement Agreement.

The Settlement Agreement is available at www.SATCPAsettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology—so read it carefully. You can talk to the lawyers representing the Settlement Class listed below in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

13. If I exclude myself, can I still get a Payment?

No. You will not get a Payment from the Settlement if you exclude yourself from the Settlement.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes, the Court has appointed J. Gordon Rudd, Jr. and June P. Hoidal of Zimmerman Reed, LLP, 1100 IDS Center, 80 South 8th Street, Minneapolis, MN 55402 as “Class Counsel” to represent all members of the Settlement Class.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in court for you at your own expense.

15. How will the lawyers be paid?

Class Counsel intends to request the greater of \$800,000.00 or 30% of the Approved Claims for attorneys’ fees, plus reimbursement of reasonable expenses. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that service awards of \$2,500.00 to Alex Soular, \$500.00 to Sterling Molby, and \$500.00 to Jonathan Diamond be paid from the Total Settlement Payment to each of the Class Representatives for their service as representatives on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must submit a letter or other written document that includes the following:

- your name, address, telephone number, email address and, if represented by counsel, the name, address, telephone number, and email address of your counsel;
- proof of receipt of a text message from SuperAmerica during the Class Period;
- the reasons for your Objection; and
- a statement whether you intend to appear at the Final Approval Hearing (*see below*), either with or without counsel.

You must file your written objection with the Court no later than **May 15, 2017**. You must also mail your objection via First-Class U.S. mail to Class Counsel and SuperAmerica’s Counsel so that it is received no later than **June 15, 2017**. The addresses are listed below.

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL
Warren E. Burger Federal Building and U.S. Courthouse 316 North Robert Street Suite 100 St. Paul, MN 55101	J. Gordon Rudd, Jr. June P. Hoidal Zimmerman Reed LLP 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402	Shawn M. Raiter Larson • King, LLP 2800 Wells Fargo Place 30 East 7th Street St. Paul, MN 55101

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

18. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **July 28, 2017 at 9:30 a.m.**, at the United States District Court, District of Minnesota, 774 Federal Building, 316 N. Robert Street, St. Paul, MN 55101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SATCPAsettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for service awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it unless the Court orders you or your attorney to attend. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. If you wish to speak, you must make that request with your objection and file your objection following all the instructions in Question 16 above.

You cannot ask to speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.SATCPAsettlement.com. You may also write with questions to the Claims Administrator at *Soular v. Northern Tier* Claims Administrator, P.O. Box 4390, Portland, OR 97208-4390, or call the toll-free number, 1-844-512-9009.

PLEASE DO NOT DIRECT YOUR QUESTIONS TO THE COURT. THE COURT CANNOT ANSWER ANY QUESTIONS REGARDING THE SETTLEMENT.

QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com