

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Alex Soular, Jonathan Diamond, and Sterling
Molby, on behalf of themselves and all others
similarly situated,

Case No. 0:15-cv-00556-SRN-KMM
Class Action

Plaintiffs,

vs.

Northern Tier Energy, LP; Northern Tier Energy
LLC; Northern Tier Retail Holdings, LLC;
Northern Tier Retail, LLC d/b/a SuperAmerica,

Defendants.

Settlement Agreement

Subject to the approval of the Court, and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Settlement Agreement is entered into between Alex Soular, Jonathan Diamond, and Sterling Molby (“Plaintiffs”), on behalf of themselves and the Settlement Class Members (defined below) on the one hand, and Northern Tier Energy LP, Northern Tier Energy LLC, Northern Tier Retail Holdings LLC, and Northern Tier Retail LLC d/b/a SuperAmerica (collectively, “SuperAmerica”) on the other hand.

Plaintiffs, SuperAmerica, and the Settlement Class Members whom Plaintiffs represent are referred to collectively in this Settlement Agreement as the “Parties.” Capitalized terms used herein are defined in Section 2 or indicated in parentheses elsewhere in this Settlement Agreement. Subject to Court approval and as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the

Effective Date, this Action shall be settled and compromised upon the terms and conditions set forth herein.

This Settlement Agreement is intended by the Parties to fully and finally compromise, resolve, discharge, release, and settle the Released Claims, and to dismiss this Action with prejudice, subject to the terms and conditions set forth below and without any admission or concession as to the merits of any claim or defense by any of the Parties.

1. Recitals

1.01 Plaintiffs filed this lawsuit alleging that SuperAmerica violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by sending unsolicited text messages. The Honorable Susan Richard Nelson of the United States District Court for the District of Minnesota was assigned to oversee this case.

1.02 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 class members without their prior express consent; and that Plaintiffs and potential 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.

1.03 This Settlement Agreement resulted from good faith, arm’s-length settlement negotiations, including several in-person mediation sessions before retired United States Chief Magistrate Judge Jonathan Lebedoff and retired Minnesota District Court Judge Richard Solum. The parties engaged in informal and formal discovery prior to the mediations and engaged in motion

practice before the Court. The parties were well-informed about the background of the claims and defenses presented in this case.

1.04 As used herein, the plural of any defined term includes the singular thereof and vice versa, except where the context requires otherwise.

1.05 Unless otherwise indicated, the term “days” as used herein shall refer to calendar days.

1.06 Terms that are defined in the text of this Agreement, but not defined in Section 2 below, shall have the meaning given those terms in the text.

2. Definitions

2.01 “Action” means the action described by the First Amended Complaint filed by Plaintiffs in the United States District Court for the District of Minnesota, captioned: *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 (Dkt. No. 64).

2.02 “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement between Plaintiffs and SuperAmerica and each and every exhibit attached hereto.

2.03 “Approved Claims” means claims that have been timely submitted and approved as valid by the Claims Administrator.

2.04 “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

2.05 “Cash Award” means a \$50.00 cash payment by check to a Settlement Class Member, as provided for in Section 4.02.

2.06 “Claim Form” means one of the claim forms that may be submitted by Settlement Class members in substantially the form attached hereto as Exhibit C.

2.07 “Claims Deadline” means 90 days from the Settlement Notice Date.

2.08 “Claims Period” means the 90-day period that begins on the Settlement Notice Date.

2.09 “Claims Administrator” means Epiq Systems, subject to the Court’s approval.

2.10 “Class Counsel” means J. Gordon Rudd, Jr. and June P. Hoidal of Zimmerman Reed LLP.

2.11 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class and any additional notice that might be ordered by the Court.

2.12 “Class Period” means from January 1, 2012 through April 1, 2015.

2.13 “Class Representatives” means Alex Soular, Jonathan Diamond, and Sterling Molby.

2.14 “Court” means the United States District Court for the District of Minnesota, and whichever judge is assigned to the case.

2.15 “Defense Counsel” or “Counsel for SuperAmerica” means Larson King, LLP.

2.16 “Effective Date” is defined in Section 12.

2.17 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate.

2.18 “In-Store Award” means a \$50.00 gift card for use at SuperAmerica convenience stores for any merchandise other than alcohol, tobacco, or lottery products, as provided for in Section 4.02.

2.19 “Notice Database” means the database containing Settlement Class Members’ information, to the extent available, which SuperAmerica will provide pursuant to Section 7.02.

2.20 “Objection Deadline” means 60 days from the Settlement Notice Date.

2.21 “Opt-Out Deadline” means 60 days from the Settlement Notice Date.

2.22 “Parties” means the Plaintiffs, the Settlement Class Members, and SuperAmerica.

2.23 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with preliminary approval, in the form attached hereto as Exhibit A.

2.24 “Released Claims” means the claims released in Section 13.

2.25 “Released Parties” means: Northern Tier Energy LP; Northern Tier Energy LLC; Northern Tier Retail Holdings LLC; Northern Tier Retail LLC d/b/a SuperAmerica; and each of the foregoing’s respective past, present, and future parents, subsidiaries, affiliated companies, and corporations and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities and each of their respective executors, successors, assigns, and legal representatives. “Released Parties” also include third parties who participated in any text message marketing during the Class Period on behalf of Northern Tier Energy LP; Northern Tier Energy LLC; Northern Tier Retail Holdings LLC; Northern Tier Retail LLC d/b/a SuperAmerica relating to the advertising or telemarketing of goods and services of SuperAmerica convenience stores.

2.26 “Request for Exclusion” means the written request by a Settlement Class Member to opt out of the Settlement as provided for in Section 10.01.

2.27 “Settlement Class” means and 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.

2.28 “Settlement Class Members” means those persons or entities who are members of the Settlement Class, as set forth in the Settlement Class definition.

2.29 “Settlement Costs” means all costs incurred incident to the Settlement, including but not limited to Court-awarded Class Counsel attorneys’ fees and costs; Court-awarded service awards to the Class Representatives; notice costs; costs of claims administration; and all other costs of administering the Settlement.

2.30 “Settlement Notice Date” means 14 business days, not including any holidays, after an Order Granting Preliminary Approval is entered.

2.31 “Settlement Website” means the Internet website operated by the Claims Administrator.

2.32 “SuperAmerica” means Northern Tier Energy LP; Northern Tier Energy LLC; Northern Tier Retail Holdings LLC; Northern Tier Retail LLC d/b/a SuperAmerica, and their subsidiaries, parent entities, affiliates, predecessors, successors, and assigns.

2.33 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any regulations or rulings promulgated under it.

2.34 “Total Settlement Payment” means the total amount SuperAmerica will pay to settle the Action, including all Settlement Costs, Cash Awards, and In-Store Awards, as described in Section 4.02.

3. The Parties Recommend Approval of the Settlement

3.01 SuperAmerica’s Position on the Conditional Certification of Settlement Class. SuperAmerica disputes that a litigation class could be certified on the claims asserted in this Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, SuperAmerica does not oppose the certification for settlement purposes only of the Settlement Class. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a litigation class is appropriate, nor would SuperAmerica be precluded from challenging class certification in further proceedings in this Action or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Action. No agreements made by or entered into by SuperAmerica in connection

with this Settlement Agreement may be used by Plaintiffs, any person or entity in the Settlement Class, or any other person or entity to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

3.02 Plaintiffs' Belief in the Merits of Case. Plaintiffs and Class Counsel believe that the claims asserted in this Action have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs that there is any infirmity in the claims asserted by Plaintiffs, or that there is any merit whatsoever to any of the contentions and defenses that SuperAmerica has asserted.

3.03 Plaintiffs Recognize the Benefits of Settlement. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and amount of time that would be required to continue to pursue this Action against SuperAmerica, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Plaintiffs and Class Counsel have concluded that it is desirable that this Action and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiffs and Class Counsel believe that the Agreement set forth in this Settlement confers substantial benefits upon the Settlement Class, is fair, reasonable, and adequate, and is in the best interests of the Settlement Class to settle as described herein.

4. Settlement Terms and Benefits to the Settlement Class

4.01 Total Settlement Payment. In complete and final settlement of the Action, SuperAmerica will pay all reasonable and Court-awarded Settlement Costs, Cash Awards, and In-Store Awards, together comprising the "Total Settlement Payment." The Minimum Total Settlement Payment will be Two Million Two Hundred Thousand U.S. dollars (\$2,200,000.00), and

the Maximum Total Settlement Payment will be Three Million Five Hundred Thousand U.S. dollars (\$3,500,000.00).

4.02 Cash Awards and In-Store Awards. Cash Awards and In-Store Awards will be made to Settlement Class Members on a claims-made basis. Each Settlement Class Member will be entitled to make one claim to receive one Cash Award and one In-Store Award regardless of the number of text messages received by the Settlement Class Member on his, her, or its cellular phone from SuperAmerica, or from someone sending such messages on behalf of SuperAmerica, during the Class Period or the number of different cellular phone numbers used during the Class Period.

a. Amount of Cash Award. Each Settlement Class Member who submits an Approved Claim will receive a Cash Award payable by check in the amount of \$50.00, subject to pro rata adjustment as set forth in Section 4.03. Checks will be negotiable for 180 days. Checks that are not cashed within the negotiable period will not result in unclaimed property under state law.

b. Amount of In-Store Award. Each Settlement Class Member who submits an Approved Claim will receive an In-Store Award of \$50.00, subject to pro rata adjustment as set forth in Section 4.03. 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. In-Store Awards that are not redeemed within the 180-day period will not result in unclaimed property under state law.

4.03 Pro Rata Adjustment of Cash and In-Store Awards. The Cash Award and the In-Store Award are subject to pro rata adjustment. As soon as practical, but within 21 days after the Claims Deadline, the Claims Administrator will calculate the estimated Total Settlement Payment. The Claims Administrator will calculate the amount of Settlement Costs to be included in the Total

Settlement Payment by summing the total of all amounts to be sought by Class Counsel for attorneys' fees and costs pursuant to Section 5.01 and to Plaintiffs as service awards, along with all costs of notice and administration that the Claims Administrator has incurred and estimates it will incur through the conclusion of administration. The Claims Administrator will calculate the amounts of claimed Cash Awards and In-Store Awards payable in response to Approved Claims as provided in Section 4.02 and will add those amounts to the amount of Settlement Costs. If the resulting Total Settlement Payment is: (a) greater than the Minimum Total Settlement Payment and less than the Maximum Total Settlement Payment, there will be no pro rata adjustment; (b) less than the Minimum Total Settlement Payment, the Claims Administrator will pro rata adjust the Cash Awards and In-Store Awards upward in the amount necessary to make the Total Settlement Payment match the Minimum Total Settlement Payment; or (c) greater than the Maximum Total Settlement Payment, the Claims Administrator will pro rata adjust the Cash Awards and In-Store Awards downward in the amount necessary to make the Total Settlement Payment match the Maximum Total Settlement Payment. In making any pro rata adjustment, the Claims Administrator will adjust the Cash Award and the In-Store Award in the amounts necessary to maintain an equal ratio between the Cash Award and In-Store Award values. Within 7 days after the Effective Date, the Claims Administrator will calculate the final Total Settlement Payment consistent with the foregoing, but will use the amounts the Court approves in Settlement Costs in its Final Approval Order.

5. Attorneys' Fees, Costs, and Payment to Class Representatives

5.01 Attorneys' Fees and Costs. Plaintiffs, Class Counsel, and SuperAmerica agree that Class Counsel's attorneys' fees will be the greater of \$800,000.00 or 30% of the Approved Claims. SuperAmerica will not comment on Class Counsel's request for attorneys' fees if that request complies with this paragraph. Subject to Court approval, Class Counsel shall be reimbursed and

paid solely out of the Total Settlement Payment for all past, current, or future litigation expenses. Attorneys' fees and costs awarded by the Court shall be included in and paid from the Total Settlement Payment. SuperAmerica will pay the awarded amount of attorneys' fees and costs within 14 days after the Effective Date, provided it has received a W-9 form from Class Counsel and payment instructions to wire the payment by the Effective Date.

5.02 Payment to Class Representatives. Plaintiffs will ask the Court to award each of them a service award for the time and effort each has personally invested in the Action in the amount of \$2,500.00 to Alex Soular, \$500.00 to Sterling Molby, and \$500.00 to Jonathan Diamond. SuperAmerica will pay the awarded amount within 14 days after the Effective Date, provided it has received current W-9 forms and payment instructions from Class Counsel and the Class Representatives by the Effective Date.

5.03 Settlement Independent of Award of Fees, Costs, and Service Award. The payment of a service award and attorneys' fees and costs set forth in Sections 5.01 and 5.02 are subject to and dependent upon the Court's approval of the Settlement as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, the Settlement is not dependent or conditioned upon the Court's approving Plaintiffs' and Class Counsel's requests for such payments or awarding the particular amounts they seek. In the event the Court declines the requests or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the Parties. The procedure for and the allowance or disallowance by the Court of the application by Class Counsel for attorneys' fees, costs and expenses, and incentive awards for the Class Representatives are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the fee and expense application, or any appeal from any such order, shall not operate to terminate, rescind, or cancel this Agreement, or affect or delay the finality of the

judgment approving the Settlement. The Parties each, in their independent judgment, believe that the amount sought in attorneys' fees, costs and expenses, and the incentive awards for the Class Representatives are reasonable under the circumstances.

6. Preliminary Approval

6.01 Order of Preliminary Approval. Plaintiffs will prepare a motion for preliminary approval and an order of preliminary approval that shall be agreed upon by the Parties before submission of the motion. SuperAmerica shall have reasonable notice of and opportunity to review and comment on the motion, and Plaintiffs and Class Counsel shall reasonably consider SuperAmerica's comments. Following the execution of this Agreement, the Plaintiffs will move the Court for entry of the Preliminary Approval Order in substantially the same form attached as Exhibit A. Pursuant to the motion for preliminary approval, Plaintiffs, with the consent of SuperAmerica, will request that:

- a. the Court conditionally certify the Class for settlement purposes only;
- b. the Court preliminarily appoint Plaintiffs as Class Representatives for settlement purposes only;
- c. the Court preliminarily appoint Class Counsel as counsel for the Class for settlement purposes only;
- d. the Court preliminarily approve the Settlement and this Agreement as fair, adequate, and reasonable, and within the reasonable range of possible final approval;
- e. the Court approve the forms of Notice attached as Exhibit B and find that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
- f. a Final Approval Hearing be scheduled to take place within 45 days after the Claims Deadline, subject to the Court's availability, and which may be continued by the Court from time to time without the necessity of further notice, to determine:
 - (1) Whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;

- (2) Whether the Final Approval Order and Judgment approving the Settlement and dismissing the Settled Action on the merits and with prejudice should be entered;
 - (3) Whether Class Counsel's application for an award of attorneys' fees and costs should be approved; and
 - (4) Whether the service awards to the Class Representatives should be approved;
- g.** the Court order that Notice to the Settlement Class, in the manner described in this Settlement Agreement, be disseminated;
 - h.** the Court set the Claims Deadline, the Objection Deadline, and the Opt-Out Deadline, and;
 - i.** the Court provide that Settlement Class Members that do not validly and timely submit Requests for Exclusion will be bound by the Final Approval Order and Judgment dismissing the Action on the merits and with prejudice, and releasing all Released Claims.

7. Administration and Notification Process

7.01 Third-Party Claims Administrator. Subject to the Court's approval, the Parties have selected Epiq Systems as Claims Administrator. The Claims Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth herein. Those responsibilities include, but are not limited to, drafting notices, giving notice, undertaking reasonable efforts to obtain new addresses for returned email and mail, setting up and maintaining the Settlement Website and toll-free telephone number, fielding inquiries about the Settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting any Claim Form where there is evidence of fraud (as determined by the Claims Administrator under policies and procedures developed by the Claims Administrator and approved by the Parties), directing the distribution of Cash Awards and In-Store Awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide periodic updates on the claims status to counsel for all Parties.

7.02 Notice Information. To facilitate the notice and claims administration process, SuperAmerica will provide to the Claims Administrator in an electronically searchable and readable format, data that includes the cellular telephone numbers, available names, and last known mailing addresses for potential members of the Settlement Class, to the extent such information is contained in the reasonably available computerized records. If any of the terms of this Settlement relating to the Claims Administrator's services would unreasonably hinder or delay such processes or make them more costly, the Claims Administrator will so advise the Parties, and the Parties will accommodate the Claims Administrator to the extent necessary to carry out the intent of this Settlement Agreement. Any personal information relating to the Settlement Class Members provided to the Claims Administrator pursuant to this Settlement will be provided solely for the purpose of providing notice to the Settlement Class Members and allowing them to recover under this Settlement; will be kept in strict confidence; will not be disclosed to any third party; and will not be used for any other purpose.

7.03 Payment of Notice and Claims Administration Costs. The reasonable costs of Class Notice and settlement administration by the Claims Administrator shall be included in and paid from the Total Settlement Payment. The Parties agree that the Claims Administrator will maintain detailed records of the amounts spent on the Class Notice and administration of the Settlement and will provide that information to SuperAmerica and Class Counsel monthly. SuperAmerica will provide the funding for the agreed Class Notice and initial settlement administration costs within seven (7) days of a request for such funding from the Claims Administrator.

8. Notices

8.01 Timing of Class Notice. Class Notice using the forms attached as Exhibit B will be provided to all persons in the Settlement Class within 14 business days, not including holidays, following entry of the Preliminary Approval Order as described herein.

8.02 Mailing of Class Notice. The Claims Administrator will send the Class Notice via: (i) first class U.S. mail to all Settlement Class Members for whom a deliverable mailing address is available in SuperAmerica's reasonably accessible electronic records; and (ii) first class U.S. mail to all Settlement Class Members for whom a deliverable mailing address can be obtained through reverse lookup of the cellular numbers available in SuperAmerica's reasonably accessible electronic records.

a. Address Confirmation. The last known mailing address of persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Claims Administrator will check each address against the United States Post Office National Change of Address Database before the initial mailing; (b) the Claims Administrator will conduct a reasonable search to locate an updated address, according to best practices, for any person in the Settlement Class whose Settlement Notice is returned as undeliverable, as set forth in Section 8.02(b); (c) the Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and (d) the Claims Administrator will update addresses based on any requests received from persons in the Settlement Class.

b. Re-Mailing of Returned Class Notices. The Claims Administrator will promptly re-mail any Notices that are returned as non-deliverable with a forwarding address to such forwarding address. For all returned mail that does not contain a forwarding address, the Claims Administrator will perform reasonable data searches to attempt to obtain more recent and valid mailing address information on the Settlement Class Member. All costs of such research will be considered Settlement Costs.

c. Costs Considered Settlement Costs. All costs of address confirmation, data searches, and re-mailing of undelivered Class Notices will be considered Settlement Costs.

8.03 Supplemental Notice. By the Settlement Notice Date, the Claims Administrator will maintain and administer a dedicated settlement website containing class information and related documents, along with information necessary to file a claim, and an electronic version of the Claim Form that Settlement Class Members may download, complete, and submit electronically. At a minimum, such documents will include the Settlement Agreement and attached exhibits, the Notice, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, and when filed, briefing on Class Counsel's motion for attorneys' fees and costs, briefing on Plaintiffs' motion for service awards, the Preliminary Approval Order, and the Final Approval Order. The Settlement website will be taken down and rendered inaccessible 210 days after the Effective Date. The Claims Administrator may, with the Parties' approval, design and propose supplemental publication methods to satisfy the requirements of due process.

8.04 Toll-Free Telephone Number. By the Settlement Notice Date, the Claims Administrator will set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number will be maintained until 30 days after the Claims Deadline. After that time, and until 210 days after the Effective Date, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that details regarding the Settlement may be reviewed on the Settlement Website.

8.05 CAFA Notice. SuperAmerica, through the Claims Administrator, will be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within 10 days of the filing of the Preliminary Approval Motion.

9. Claims Process

9.01 Claimants. Each Settlement Class Member who does not timely submit a valid Request for Exclusion from the Settlement as required in this Agreement will be entitled to make a claim. Each Settlement Class Member will be entitled to make one claim regardless of the number

of text messages received from or sent on behalf of SuperAmerica, or the number of phone numbers on which such text messages were received from SuperAmerica by that Settlement Class Member during the Class Period.

9.02 Conditions for Claiming Cash Award or In-Store Award. To make an Approved Claim, Settlement Class Members must submit, by the Claims Deadline, a Claim Form containing the information set forth in Exhibit C hereto, including the Settlement Class Member's (1) name; (2) current mailing address; (3) cellular phone number(s) that received text messages from or sent on behalf of SuperAmerica; (4) certification that the Settlement Class Member was texted by SuperAmerica on the identified cellular number(s) and that the claimant was the primary user or account holder for the cellular number; (5) current contact telephone number; and (6) current contact email address. If a Settlement Class Member fails to accurately complete (1)-(4) above, the Claim Form will not be approved. Any Settlement Class Member who has submitted or submits an incomplete or incorrect Claim Form will be permitted to re-submit a Claim Form within 14 days of the sending of notice to that Class Member of the defect by the Claims Administrator. Class Counsel will be kept apprised of the volume and nature of defective claims and are allowed to communicate with Settlement Class Members as they deem appropriate to cure deficiencies.

9.03 Mailing of Cash Awards and In-Store Awards. Checks for Cash Awards and the In-Store Awards will be sent by the Claims Administrator via U.S. mail no later than 28 days after the Effective Date. If any checks or In-Store Awards are returned, the Claims Administrator will attempt to obtain a new mailing address for that Settlement Class Member by taking the steps described in Section 8.02. If, after a second mailing, the check and In-Store Award is again returned, no further efforts need be taken by the Claims Administrator to resend the check and In-Store Award. The Claims Administrator will advise Class Counsel and counsel for SuperAmerica of the names of the Settlement Class Members whose checks and In-Store Awards are returned by the

postal service as soon as practicable. Each check and In-Store Award will be negotiable for 180 days after it is issued. Upon request by a claimant, the Claims Administrator may re-issue checks and In-Store Awards, provided that such re-issued checks and In-Store Awards will not be negotiable beyond that date that is 180 days after the date of issuance of the original payment to such claimant. SuperAmerica will provide funding to the Claims Administrator for the Cash Awards and In-Store Awards no later than 21 days after the Effective Date.

10. Opt-Outs and Objections

10.01 Opting Out of the Settlement. Any Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a written Request for Exclusion to the Claims Administrator, postmarked no later than the Opt-Out Deadline. To be valid, a Request for Exclusion must state the Settlement Class Member's full name, address, cellular telephone number(s) on which he or she received a text from or sent on behalf of SuperAmerica during the Class Period, and a telephone number at which he or she currently can be reached. Further, the Request for Exclusion must clearly state that the Settlement Class Member wishes to be excluded from the Settlement. Any Settlement Class Member who timely submits a valid Request for Exclusion will be excluded from the Settlement Class and will not be bound by the terms of this Agreement. Settlement Class Members who do not timely submit a valid Request for Exclusion will be bound by this Agreement and the judgment, including the releases and covenant not to sue in Section 13 below.

10.02 Reporting of Opt-Outs. The Claims Administrator will provide the Parties with copies of all Requests for Exclusion it receives, and will provide a list of each Settlement Class Member who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section 11.01.

10.03 Objections. Any Settlement Class Member who wishes to object to the Settlement must file a written objection with the Court no later than the Objection Deadline. The Settlement Class Member must also serve a copy of the objection via first-class U.S. mail on Class Counsel and SuperAmerica's Counsel. The Objection must include:

- a. the name, address, telephone number, and email address of the Settlement Class Member who is objecting and, if represented by counsel, of his/her counsel;
- b. proof of receipt of a text message from SuperAmerica during the Class Period;
- c. the reasons for his or her Objection; and
- d. a statement whether he or she intends to appear at the Final Approval Hearing, either with or without counsel.

The Parties will have the same right to seek discovery from any objecting Settlement Class Member (and their counsel) as they would if the objector was a party in the Action, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond and must appear for deposition within 14 days, if a deposition is noticed. Settlement Class Members who fail to timely file and serve written objections, or fail to respond to discovery or make themselves available for deposition, shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement.

10.04 Final Approval Hearing. Any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at that Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

11. Final Approval and Judgment Order

11.01 No later than the date Plaintiffs move the Court for Final Approval, the Claims Administrator will file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

11.02 If the Court issues the Preliminary Approval Order, and all other conditions precedent to the Settlement have been satisfied, no later than 14 days prior to the Final Approval Hearing:

- a. All Parties will request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as Exhibit D, with Class Counsel filing a memorandum in support of the motion;
- b. SuperAmerica may, in its sole discretion, also file a memorandum in support of the motion; and
- c. Class Counsel and/or SuperAmerica may file a memorandum addressing any Objections submitted to the Settlement.

11.03 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any objections to the Settlement should be overruled, whether the fee award and service awards to the Class Representatives should be approved, and whether a judgment finally approving the Settlement should be entered.

11.04 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

- a. finds that the Notice provided satisfies the requirements of due process and Federal Rule of Civil Procedure Rule 23(e)(1);
- b. finds that Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;
- c. finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member will be bound by this

Agreement, including the release in Sections 13.01 and 13.02, and the covenant not to sue in Section 13.03, and that this Settlement Agreement should be and is approved;

- d. dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted in the Action;
- e. permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against SuperAmerica or the Released Parties; and
- f. retains jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

12. Effective Date

12.01 The Effective Date will occur:

a. Thirty days after entry of the judgment approving the Settlement if no document is filed within that time seeking appeal, review, or any relief that would result in extending the time to seek appeal or review; or

b. If any such document is filed, then 5 days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect without any material difference from the contents described in Section 11.04.

13. Release of Claims

13.01 Released Claims. Plaintiffs and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents, hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). Plaintiffs and Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative

or advisory body, arising from or reasonably related to the Released Claims. The release does not apply to Settlement Class Members who opt out of the Settlement under Section 10.01. “Released Claims” means any and all “TCPA claims” and any and all “state law claims” based upon the alleged use of an automatic telephone dialing system to transmit text messages during the Class Period from or sent on behalf of SuperAmerica to Settlement Class members, wherein “TCPA claims” and “state law claims,” as used in this sentence, mean claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, equity, territorial law, foreign law, contract, rule, regulation, or any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order.

13.02 Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

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

Plaintiffs and Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and Settlement Class Members acknowledge that they are aware that they

may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

13.03 Covenant Not To Sue. Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

14. Termination of Agreement

14.01 Either Side May Terminate the Agreement. Plaintiffs and SuperAmerica will each have the right to unilaterally terminate this Agreement upon any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; or
- c. any court incorporates terms into, or deletes or strikes from, or modifies, amends, or changes the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in any way that is material; or
- d. the Court indicates, prior to making a final ruling on the Settlement, that the Settlement will not be approved unless material changes are made.

14.02 SuperAmerica May Terminate the Agreement. SuperAmerica has the right in its sole discretion, but not the obligation, to terminate the Settlement Agreement if the terms of the confidential termination provision are met.

14.03 Exercising the Right to Terminate. The right to terminate expires if it is not exercised within 10 days of the triggering occurrence. To exercise the right, a Party must provide written notice of their or its election to do so (“Termination Notice”) to all other Parties. If the

triggering occurrence is a court making or proposing a material change to the Settlement Agreement, Preliminary Approval Order, or Final Approval Order, a Party desiring to terminate must meet and confer with the other Parties to discuss in good faith whether they can reach agreement to the change(s) before the Party may exercise the right to terminate.

14.04 Revert to Status Quo. If either Plaintiffs or SuperAmerica terminate(s) this Agreement as provided herein, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to SuperAmerica.

15. No Admission of Liability

15.01 SuperAmerica denies any liability or wrongdoing of any kind associated with the alleged claims in the Amended Complaint, whether related to its conduct or the conduct of third parties on its behalf. SuperAmerica has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by SuperAmerica that the Action is properly brought on a class or representative basis, or that classes may be certified in that Action, other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of SuperAmerica or of the truth of any of the allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of SuperAmerica in any civil, criminal or

administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and; (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

15.02 Pursuant to Federal Rules of Evidence Rule 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

16. Miscellaneous

16.01 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

16.02 Governing Law. This Agreement will be governed by the laws of the State of Minnesota.

16.03 Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Settlement Class members, for purposes of the administration and enforcement of this Agreement.

16.04 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

16.05 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement, and Plaintiffs will file a motion for preliminary approval no later than November 8, 2016, or as ordered by the Court. Any unresolved dispute regarding the

administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

16.06 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

16.07 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

16.08 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

16.09 Modification. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by a duly authorized agent of SuperAmerica and Plaintiffs, and approved by the Court.

16.10 Confidentiality. The Parties agree to keep the settlement terms confidential until the filing of a motion to preliminarily approve the Settlement.

16.11 Binding on Assigns. This Settlement Agreement shall be binding upon the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

16.12 Conflicts. In the event of conflict between this Settlement Agreement and any other document prepared pursuant to the Settlement, the terms of the Settlement Agreement supersede and control.

16.13 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. mail, postage prepaid, as follows:

If to Class Counsel:

J. Gordon Rudd, Jr.
June P. Hoidal
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 341-0400
Facsimile: (612) 341-0844
Email: Gordon.Rudd@zimmreed.com
June.Hoidal@zimmreed.com

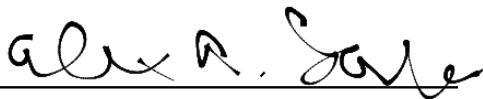
If to SuperAmerica's Counsel:

Shawn M. Raiter
Larson • King, LLP
2800 Wells Fargo Place
30 East 7th Street
St. Paul, MN 55101
Telephone: (651) 312-6500
Facsimile: (651) 312-6618
Email: sraiter@larsonking.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

Dated: 12/04/2016

Plaintiff Alex Soular



Dated: _____

Plaintiff Jonathan Diamond

Dated: _____

Plaintiff Sterling Molby

Signature Certificate



Document Reference: C9EZSTJ CZ4I263DXCSJ7UG

RightSignature

Easy Online Document Signing



Alex Soular

Party ID: LNYC4TISM2GNFPMJJYUGCK

IP Address: 172.56.44.139

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

401b142996d6ce02f0b3833ca51aaa13ef69e052



Timestamp

2016-12-04 13:24:26 -0800

2016-12-04 13:24:26 -0800

2016-12-04 13:24:24 -0800

2016-12-04 13:11:22 -0800

Audit

All parties have signed document. Signed copies sent to: Lindsey Carr.

Document signed by Alex Soular (noemail@rightsignature.com) with drawn signature. - 172.56.44.139

Generated Document from Online Form SoularSettlement_Agreement (SoularSettlement--a6c162). - 172.56.44.139

Online Form viewed by Alex Soular (noemail@rightsignature.com). - 172.56.44.139



This signature page provides a record of the online activity executing this contract.

If to Class Counsel:

J. Gordon Rudd, Jr.
June P. Hoidal
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 341-0400
Facsimile: (612) 341-0844
Email: Gordon.Rudd@zimmreed.com
June.Hoidal@zimmreed.com

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Telephone: (651) 312-6500
Facsimile: (651) 312-6618
Email: sraiter@larsonking.com

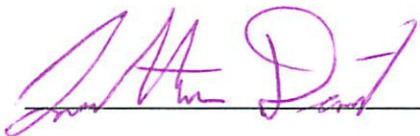
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

Dated: _____

Plaintiff Alex Soular

Dated: 12-3-16

Plaintiff Jonathan Diamond



Dated: _____

Plaintiff Sterling Molby

If to Class Counsel:

J. Gordon Rudd, Jr.
June P. Hoidal
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 341-0400
Facsimile: (612) 341-0844
Email: Gordon.Rudd@zimmreed.com
June.Hoidal@zimmreed.com

If to SuperAmerica's Counsel:

Shawn M. Raiter
Larson • King, LLP
2800 Wells Fargo Place
30 East 7th Street
St. Paul, MN 55101
Telephone: (651) 312-6500
Facsimile: (651) 312-6618
Email: sraiter@larsonking.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

Dated: _____

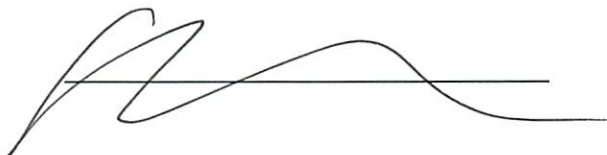
Plaintiff Alex Soular

Dated: _____

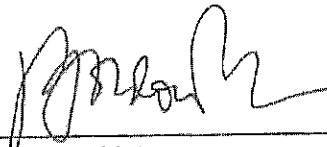
Plaintiff Jonathan Diamond

Dated: 12-1-16

Plaintiff Sterling Molby



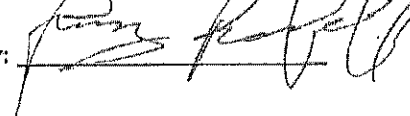
Dated: 12/29/16.

By 
J. Gordon Rudd, Jr.
June P. Hoidal
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 341-0400
Facsimile: (612) 341-0844
Email: Gordon.Rudd@zimmreed.com
June.Hoidal@zimmreed.com

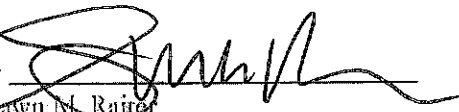
Counsel for Plaintiffs

Dated: 12/29/16

Defendants Northern Tier Energy LP; Northern Tier Energy LLC; Northern Tier Retail Holdings LLC; Northern Tier Retail LLC d/b/a SuperAmerica

By: 
LOWRY BARFIELD
Its EXECUTIVE VICE PRESIDENT

Dated: 12/29/16

By 
Shawn M. Raiter
Larson King, LLP
30 East Seventh Street, Suite 2800
Saint Paul, MN 55101
Telephone: (651) 312-6518
Facsimile: (651) 312-6618
Email: shraiter@larsonking.com

Counsel for Defendants

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Alex Soular, Jonathan Diamond, and
Sterling Molby, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

Northern Tier Energy, LP; Northern Tier
Energy LLC; Northern Tier Retail Holdings,
LLC; Northern Tier Retail, LLC d/b/a
SuperAmerica,

Defendants.

Case No. 15-cv-556 (SRN/KMM)

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter came before the Court on _____, 2017, on the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. (ECF No. ____.) For the reasons stated below, and based upon the review of the Parties' Settlement Agreement, the arguments of counsel, and all the files and submissions in this matter, the motion is GRANTED and IT IS HEREBY ORDERED:

A. The Settlement Class.

1. Settlement Terms. Unless otherwise defined herein, all capitalized terms in this Order shall have the meanings ascribed to them in the Settlement Agreement.

2. Jurisdiction. The Court has jurisdiction over the Parties, the subject matter of the dispute, and all Settlement Class Members.

3. Preliminary Findings. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the settlement as set forth in the

Agreement. Based on this preliminary evaluation, the Court finds that (a) the Settlement falls within the range of reasonableness meriting further proceedings and possible final approval; (b) the Agreement has been negotiated in good faith and at arm's-length between experienced attorneys familiar with the legal and factual issues of this case; and (c) dissemination of the notice of the material terms of the Agreement to Settlement Class Members for their consideration and reaction is warranted. The Court therefore grants preliminary approval of the Settlement.

4. Conditional Certification of Settlement Class. Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and for purposes of Settlement only, the Court hereby conditionally certifies this action as a class action on behalf of the following Settlement Class:

All persons and entities within the United States who received a text message from SuperAmerica to a cellular telephone through the use of an automatic telephone dialing system from January 1, 2012 through April 1, 2015.

5. In connection with this conditional certification for settlement purposes, the Court makes the following preliminary findings:

a. The Settlement Class appears to be so numerous that joinder of all members is impracticable;

b. There appear to be questions of fact or law common to the Settlement Class for purposes of determining whether the Settlement should be approved;

c. Plaintiffs' claims appear to be typical of the claims being resolved through the Settlement;

d. Plaintiffs appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

e. For purposes of determining whether the Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

f. For purposes of settlement, certification of the Settlement Class appears to be superior to other available means for the fair and efficient settlement of the claims of the Settlement Class.

6. Appointment of Class Representatives. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that for purposes of the Settlement the Named Plaintiffs—Alex Soular, Jonathan Diamond, and Sterling Molby—are members of the Settlement Class and that for Settlement purposes only they satisfy the requirement of typicality and adequacy related to the Settlement Class Members. The Court hereby appoints the Named Plaintiffs as Class Representatives of the Settlement Class.

7. Appointment of Class Counsel. Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, and having found Plaintiffs' Counsel to be adequate, the Court hereby appoints J. Gordon Rudd, Jr. June P. Hoidal, and Behdad Sadeghi of Zimmerman Reed LLP as Class Counsel to represent the Settlement Class.

B. The Final Approval Hearing.

8. Pursuant to Rules 23(e) of the Federal Rules of Civil Procedure, the Court will hold a Final Approval Hearing on _____, 2017, at ____ a.m. for the purpose of:

a. Determining whether the Settlement Class meets all applicable requirements of Federal Rule of Civil Procedure 23 and whether the Action should be certified as a class action for purposes of effectuating the Settlement;

b. Determining whether the Settlement on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;

c. Considering the motion of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as provided for in the Agreement;

d. Considering the motion of the Class Representatives for service awards, as provided for in the Settlement Agreement;

e. Reviewing objections, if any, regarding the Settlement Agreement;

f. Determining the validity of Requests for Exclusion, if any, and excluding from the Settlement Class those Persons who validly and timely requested exclusion;

g. Considering whether the Court should enter an Order for Final Approval of Class Action Settlement and dismiss the Action with prejudice; and

h. Ruling upon such other matters as the Court may deem necessary and appropriate.

9. No later than _____, which is fourteen (14) days prior to the Final Approval Hearing, Plaintiffs must file papers in support of final approval of the Settlement and respond to any written objections. Defendant may, but is not required to, file papers in support of final approval of the Settlement, so long as it does so no later than _____.

10. Appearance at Final Approval Hearing. Attendance at the Final Approval Hearing is not necessary; any Persons wishing to be heard orally with respect to approval of the Settlement, the application for attorneys' fees and expenses, or the application for service payments to the Class Representatives are required to provide written notice of their intention to appear at the Final Approval Hearing no later than _____, which is the Opt-Out Deadline and Objection Deadline. Persons who do not intend to oppose the Settlement, or the motions for attorneys' fees and expenses, or service awards need not take any action to indicate approval.

11. Objection and Opt-Out Deadline. Settlement Class Members who wish to either object to the Settlement or opt out by submitting a Request for Exclusion must do so by the Objection Deadline and the Opt-Out Deadline of _____, which is sixty (60) days after the Settlement Notice Date. Settlement Class Members may not both object and request exclusion. If a Settlement Class Member submits both a Request for Exclusion and an Objection, the Request for Exclusion will control.

C. Objections to Settlement.

12. Objections. Any Settlement Class Member who intends to object to any aspect of the Settlement, including the motions for attorneys' fees and expenses or

service awards to Class Representatives, must do so on or before the Objection Deadline. In order to object, the Settlement Class Member must file a written objection with the Court on or before the Objection Deadline and serve it via mail on Class Counsel and Counsel for SuperAmerica and include: (a) the name, address, telephone number, and email address of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; and (b) proof that the Settlement Class Member received a text message from SuperAmerica during the Class Period. An objecting Settlement Class Member must state, specifically and in writing, all objections and the basis for any such objections, and provide a statement whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. If the Settlement Class Member, with or without counsel, intends to appear at the Final Approval Hearing, he/she must also file a Notice of Appearance with the Court. The Parties will have the same right to seek discovery from any objecting Settlement Class Member (and their counsel) as they would if the objector was a party in the Action, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond and must appear for deposition within 14 days, if a deposition is noticed. Settlement Class Members who fail to timely file and serve written objections, or fail to respond to discovery or make themselves available for deposition, shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement.

Any Settlement Class Member who fails to file and submit and serve a timely written objection and notice of his or her intent to appear at the Final Approval Hearing

pursuant to this Section, as detailed in the Notice, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

Such papers must be filed electronically with the Court or filed by delivery to:

Clerk of the Court
U.S. District Court, District of Minnesota
774 Federal Building
316 N. Robert Street
St. Paul, MN 55101

Such papers must also be served by mail on Class Counsel and Counsel for SuperAmerica listed below.

Class Counsel:

J. Gordon Rudd, Jr.
June P. Hoidal
Behdad C. Sadeghi
ZIMMERMAN REED LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402

Counsel for SuperAmerica:

Shawn M. Raiter
LARSON KING LLP
2800 Wells Fargo Place
300 East Seventh Street
Saint Paul, MN 55101

13. Response to Objections. Any response by the Parties to timely, completed objections must be filed with the Court and served no later than fourteen (14) days prior

to the Final Approval Hearing. The Parties will have the right to depose any objector to assess whether the objector has standing.

D. Procedure for Requesting Exclusion from the Settlement Class.

14. Any person falling within the definition of the Settlement Class may, upon his or her request, be excluded from the Settlement Class. To submit a Request for Exclusion, a Settlement Class Member must follow the direction in the Class Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice postmarked on or before the Opt-Out Deadline. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, cellular telephone number on which he or she received a text message from SuperAmerica during the Class Period, and that he or she wishes to be excluded from the Settlement. No Request for Exclusion will be valid unless all the information described above is included. Requests for Exclusion purportedly filed on behalf of multiple persons or classes of persons are prohibited and will be deemed to be void.

15. If a timely and valid Request for Exclusion is made by a Settlement Class Member, then that person will not be a Settlement Class Member, and the Agreement and any determinations and judgments concerning it will not bind the excluded person, who will have no rights under the Agreement.

16. Any Settlement Class Member who does not send a completed, signed Request for Exclusion to the Claims Administrator post-marked on or before the Opt-Out Deadline will be deemed to be a member of the Settlement Class for all purposes and will

be bound by all further orders of the Court in this Action and by the terms of the Agreement, if finally approved by the Court.

E. The Court Approves the Form and Method of Class Notices.

17. Claims Administrator. Pursuant to the Agreement, Epiq Systems is hereby appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Agreement and this Order.

18. Class Notices. The Court approves, as to form and content, the proposed Class Notice, which is Exhibit B to the Settlement Agreement. The Court finds that the Class Notice is reasonably calculated to apprise Settlement Class Members of the pendency of the Action, their right to object to the proposed Settlement, request exclusion from the Settlement Class, or participate.

19. Distribution of Class Notices. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and Exhibit B thereto meets the requirement of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

20. The Court directs the Claims Administrator to establish a Settlement website, making available copies of this Order, the Class Notices, the Settlement Agreement and all exhibits thereto, instructions on how to submit Claims online or by mail, Orders of the Court pertaining to the Settlement, and such other information as may be of assistance to Settlement Class Members or required under the Agreement.

21. The Claims Administrator is ordered to cause the Class Settlement Notice to be disseminated to potential Settlement Class Members no later than _____ which is fourteen business days from the date of this Order.

22. The Claims Administrator shall file with the Court proof of compliance with the Class Notice plan, proof that Notice was provided in accordance with the Agreement and this Order, as well as proof that notice was provided to the appropriate State and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, no later the date Plaintiffs move for final approval of the Settlement.

F. Miscellaneous Provisions.

23. Stay. Pending final determination of whether the Settlement should be approved, all discovery and all proceedings in the Litigation unrelated to the approval of the Settlement, the motion for attorneys' fees and expenses, and the motion for service payments to Class Representatives are stayed.

24. Termination of Settlement. If the Settlement is terminated in accordance with the Settlement Agreement this Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order.

25. Use of Order. This Order shall not be used by any Party or otherwise construed as an admission, concession, or a presumption by or against any of the Released Parties of any fault, wrongdoing, failure of disclosure, improper or illegal business practice or waiver of any claim, defense that he, she, or it may have in the event the Settlement Agreement is terminated. In the event that this Order becomes of no force

or effect, it shall not be construed or used as an admission, concession, or presumption by or against the Released Parties, Plaintiffs, or the Class.

26. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with the approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval by the Court, changes to the form or content of the Notice and Claims Forms and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.

27. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

28. Schedule of Future Event. Accordingly, the following are the deadlines by which certain events must occur:

Date	Deadline to serve Class Action Fairness Act notice required by 28 U.S.C. § 1715
Date	Preliminary Approval of Class Action Settlement granted
Date	Settlement Notice Date
Date	Opt-Out Deadline and Objection Deadline
Date	Claims Deadline
Date	Deadline for Parties to file the following: (1) list of Persons who submitted timely and proper Requests for Exclusion; (2) proof of CAFA Notice and Class Notice; and (3) motion and memorandum in support of final approval (including responses to any

	Objections) and motion for an award of service awards and attorneys' fees and costs.
Date	Final Approval Hearing

IT IS SO ORDERED.

Dated: _____, 2017

/s/ _____
Honorable Susan Richard Nelson
United States District Judge

Exhibit B

UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

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 Soular v Northern Tier Claims Administrator, P.O. Box 4390, Portland, OR 97208-4390 by [DATE].
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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QUESTIONS? CALL 1-844-512-9009 OR VISIT www.SATCPAsettlement.com

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.

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

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.

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

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

(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 **Month Day, 201_** 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. PST on Month Day, 2016.**

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.

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,
- You 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,

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

- 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 **Month, Day, 201_**. 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.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes, the Court has appointed J. Gordon Rudd, Jr., June P. Hoidal and Behdad Sadeghi 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.

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

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, and 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 **Month Day, 201_**. 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 **Month Day, 201_**. 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 Behdad Sadeghi Zimmerman Reed LLP 1100 IDS Center 80 South 8 th Street Minneapolis, MN 55402	Shawn M. Raiter Larson King, LLP 2800 Wells Fargo Place 30 East 7 th 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.

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 **Month Day, 201_ at _: __ .m.**, at the United States District Court District of Minnesota, 774 Federal Building, 316 N. Robert Street, St. Paul, MN

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

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. 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

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.

A Settlement has been reached in a class action lawsuit claiming that SuperAmerica unlawfully used an automatic telephone dialing system to text message advertisements to wireless telephone numbers without the prior express consent of the recipients. SuperAmerica denies that it did anything wrong and the Court has not decided who is right.

Who's Included? 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 the "Class Period."

What Are the Settlement Terms? SuperAmerica will pay a "Total Settlement Payment" of a minimum of \$2,200,000 up to a maximum of \$3,500,000. 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.

How Can I Get a Payment?

To receive both a \$50 cash payment and a \$50 gift card usable at SuperAmerica stores, you must submit a Claim Form. You can submit your claim online or by mail. You may request that a Claim Form be sent to you by calling the toll-free number. Your payment may be more or less depending on the number of claims submitted. The claim deadline is **Month DD, 2017**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 2017**. If you do not exclude yourself, you will give up any right you may have against SuperAmerica for legal claims that the Settlement resolves. You may object to the Settlement by **Month DD, 2017**. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on Month DD, 2017 to consider whether to approve the Settlement and a request for attorneys' fees of the greater of \$800,000 or 30% of the Approved Claims plus reimbursement of reasonable expenses and service awards of \$500-\$2,500 for the Class Representatives. You may appear at the hearing, either by yourself or through an attorney hired by you, but you do not have to. For more information, call or visit the website.

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

Exhibit C

Settlement has been certified in a class action lawsuit claiming that SuperAmerica unlawfully used an automatic telephone dialing system to text message advertisements to wireless telephone numbers without the prior express consent of the recipients. SuperAmerica denies that it did anything wrong and the Court has not decided who is right.

Who's Included? 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 the "Class Period."

What Are the Settlement Terms? SuperAmerica will pay a "Total Settlement Payment" of a minimum of \$2,200,000 up to a maximum of \$3,500,000. 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.

How Can I Get a Payment?

To receive both a \$50 cash payment and a \$50 gift card usable at SuperAmerica stores, you must submit a Claim Form. You can submit your claim online or by mail. You may request that a Claim Form be sent to you by calling the toll-free number. Your payment may be more or less depending on the number of claims submitted. The claim deadline is **Month DD, 2017**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 2017**. If you do not exclude yourself, you will give up any right you may have against SuperAmerica for legal claims that the Settlement resolves. You may object to the Settlement by **Month DD, 2017**. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on **Month DD, 2017** to consider whether to approve the Settlement and a request for attorneys' fees of the greater of \$800,000 or 30% of the Approved Claims, plus reimbursement of reasonable expenses and service awards of \$500–\$2,500 for the Class Representatives. You may appear at the hearing, either by yourself or through an attorney hired by you, but you do not have to. For more information, call or visit the website.

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

Unique Identifier #: «ClaimID»

Q5671 v.01 12.21.2016

BARCODE NO

PRINT ZONE

Claims Administrator
P.O. Box 4390
Portland, OR 97208-4390

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

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.*

<<First1>><<Last1>>
<<Business Name>>
<<Addr1>>
<<Addr2>>
<<City>>,<<St>><<Zip>>
<<Country>>

Barcode No Print Zone

Exhibit D

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Alex Soular, Jonathan Diamond, and
Sterling Molby, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

Northern Tier Energy, LP; Northern Tier
Energy LLC; Northern Tier Retail Holdings,
LLC; Northern Tier Retail, LLC d/b/a
SuperAmerica,

Defendants.

Case No. 15-cv-556 (SRN/KMM)

**Final Order Approving Class Action
Settlement**

This matter came before the Court on [DATE], on the Plaintiffs' Motion for Final Approval of Class Action Settlement. (ECF No. ____.) Based on the files, records, and proceedings herein, IT IS HEREBY ORDERED:

1. The Motion for Final Approval of Settlement (ECF No. ____.) is GRANTED.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement unless set forth differently in this Order. The terms of this Court's Order Preliminarily Approving Class Action Settlement are also incorporated by reference in this Order.

3. This putative class action commenced February 20, 2015, when Plaintiff Soular filed against Defendants. Plaintiffs assert a claim on behalf of themselves and a

similarly situated class that SuperAmerica violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (TCPA) by sending Plaintiffs and members of the class unsolicited text messages.

4. The Settlement Class was conditionally certified for settlement purposes in this Court's Order Preliminarily Approving Class Action Settlement:

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.

5. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Settlement Class Members, including, without limitation, jurisdiction to approve the proposed Settlement, grant final certification of the Settlement Class, and dismiss this Action with prejudice.

6. The Court finds that, for purposes of approving and effectuating the Settlement embodied in the Settlement Agreement, and only for such purposes, the prerequisites for certifying this Action as a class action under Federal Rule of Civil Procedure 23(a) and (b)(3) have been met, in that: (a) the Members of the Settlement Class are so numerous that joinder of all individual Settlement Members is impracticable; (b) there are questions of law and fact common to the Settlement Class, which questions predominate over individual questions; (c) the claims of the Class Representatives are typical of the Settlement Class Members; (d) the Class Representatives and Class Counsel have fairly and adequately represented the interests of the Settlement Class and

will continue to do so; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the issues relating to the Settlement.

7. A total of [number] Settlement Class Members submitted timely and proper Requests for Exclusion. (See[report from Claims Administrator].) The Court hereby orders that each of those individuals is excluded from the Settlement Class. Those individuals will not be bound by the Agreement, and neither will they be entitled to any of its benefits. Those individuals will not be bound by this Order and final judgment or the releases herein.

8. The Class Representatives appointed in this Court's Order Preliminarily Approving Class Action Settlement have fairly and adequately represented the Settlement Class throughout the proceedings and are hereby finally confirmed and appointed as Class Representatives.

9. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court finds that Class Counsel have fairly and adequately represented the Settlement Class throughout the proceedings and for purposes of entering into and implementing the Settlement, and thus hereby reiterates the appointment of Class Counsel as Class Counsel to represent the Settlement Class.

10. Pursuant to Federal Rule of Civil Procedure 23(c)(2) and (e), the Settlement Class Notice provided to the Settlement Class constitutes the best and most practicable notice under the circumstances. The Notice Program was designed to provide notice in the manner most likely to be received and read by Settlement Class Members. Defendants have filed with the Court proof of compliance with the Notice Program in accordance

with this Court's Preliminary Approval Order. The Settlement Class received valid, due, and sufficient notice that complied fully with Federal Rule of Civil Procedure 23 and the constitutional requirements of due process.

11. The Court hereby finds and concludes that the notice provided by the Claims Administrator to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

12. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds, after a hearing and based upon all submissions of the Parties and interested Persons, that the Settlement proposed by the Parties is fair, reasonable, and adequate. The terms and provisions of the Agreement are the product of lengthy, arm's-length negotiations. Approval of the Settlement will result in substantial savings of time, money, and effort to the Court and the Parties, and will further the interests of justice. The Court hereby finally approves the Agreement, the exhibits, and the Settlement contemplated thereby, and directs its consummation pursuant to its terms and conditions.

13. A total of [number] Settlement Class Members submitted a timely and proper Objections to the terms of the settlement (ECF ____). Having considered the Objections and the Parties' responses to them, the Court finds that none of them is well founded and each is overruled in its entirety.

14. Having considered the submissions by Class Counsel and all other relevant factors, the Court finds that Class Counsel have expended substantial time and effort in their able prosecution of claims on behalf of the Settlement Class. The Class Representatives initiated and prosecuted the Action, acted to protect the Settlement Class,

and assisted Class Counsel. The efforts of Class Representatives and Class Counsel have produced a Settlement Agreement entered into in good faith that provides a fair, reasonable, adequate and certain result for the Settlement Class. Class Counsel is entitled to reasonable attorneys' fees for their work, which the Court finds to be \$[____], including reasonable expenses incurred in the litigation. The Class Representatives are entitled to service awards in the amount of \$[____] to Alex Soular, \$[____] to Sterling Molby, and \$[____] to Jonathan Diamond. Payments to the Class Representatives and attorneys' fees awarded shall be paid by Defendants within 14 days after the Effective Date, in accordance with the Settlement Agreement.

15. All Settlement Class Members who have not been excluded above are bound by this Order, the accompanying Final Judgment, and by the terms and provisions of the Settlement Agreement incorporated herein.

16. The Court hereby dismisses the Action, as defined in the Agreement, with prejudice, without costs to any party, except as awarded above.

17. The Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims.

18. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly

or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties as set forth in Sections 13.01 and 13.02, and the covenant not to sue in Section 13.03 to the Settlement Agreement. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Order and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Nothing contained in this Order is intended to restrict any Settlement Class Member from contacting, assisting or cooperating with any government agency regarding any Released Claim.

19. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, this Order and the final judgment, or the fact of the Settlement shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of liability, fault or wrongdoing, or in any way referred to for any other reason, by any Class Representative, Settlement Class Member, Defendants, or Released Party in the Action or in any other civil, criminal, or administrative action or proceeding, except for purposes of enforcing the provisions of the Agreement, this Order and the final judgment. Without affecting the finality of the judgment, the Court, under the Court's contempt power, retains exclusive jurisdiction over this Action and thus all Defendants, Plaintiffs, and Settlement Class Members in this Action regarding the Settlement including without limitation the Settlement Agreement and this Order. Defendants, Plaintiffs, and Settlement Class Members in this Action are hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit,

action, proceeding, or dispute arising out of or relating to the Released Claims, this Order, or the Settlement Agreement, including but not limited to the applicability of the Released Claims, the Settlement Agreement, or this Order.

20. No opinions concerning the tax consequences of the Settlement to Settlement Class Members have been given, and no representations or warranties regarding such tax consequences are made in the Agreement. The Parties and their respective counsel shall not be liable to any party or person for any tax consequences that result from the implementation of this Settlement. Settlement Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments or credits provided or relief awarded under the Settlement and any tax reporting obligations with respect to it.

21. The Court reserves jurisdiction over the interpretations, administration, implementation, effectuation, and enforcement of this Order, the final judgment, the Agreement, and all other matters that the Court may deem ancillary thereto. Nothing in this Order or the final judgment shall preclude any action to enforce the terms of the Agreement; nor shall anything in this Order or the final judgment preclude Plaintiffs or Settlement Class Members from participating in the claims process described in the Settlement Agreement if they are entitled to do so under the terms of the Settlement Agreement.

22. The Parties and their counsel are hereby directed to implement the Settlement Agreement according to its terms and provisions.

23. As of the date of this Order, a total of [number] Settlement Class Members submitted timely and proper claims. The Court hereby orders that these claims, and any other claims subsequently determined to be timely and proper by the Claims Administrator pursuant to the terms set forth in the Settlement Agreement, be treated as Approved Claims for purposes of distributing Cash Awards and In-Store Awards.

24. By incorporating the Agreement's terms herein, the Court determines that this Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

25. The Court will separately enter a final judgment in accordance with Federal Rule of Civil Procedure 58.

IT IS SO ORDERED.

Dated: _____, 2017

/s/ _____
Honorable Susan Richard Nelson
United States District Judge