

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Settlement (this "**Agreement**") is entered into as of February 14, 2024 by, between and among (a) Michael Southard, individually and on behalf of all class members as defined herein ("**Plaintiff**") and (b) Newcomb Oil Co., LLC d/b/a Newcomb Oil Co. ("**Defendant**" or "**Newcomb Oil**"). Collectively, Plaintiff and Newcomb Oil shall be referred to as the "**Parties**".

1. RECITALS.

WHEREAS, on November 9, 2018, Plaintiff filed a putative collective and class action against Newcomb Oil in the Jefferson County (Ky.) Circuit Court styled *Michael Southard, on behalf of himself and all others similarly situated v. Newcomb Oil Co., LLC d/b/a Newcomb Oil Co.*, Jefferson (Ky.) Circuit Court, Division 8, Case No. 18-CI-006503 (the "**Class Action**"), alleging that Newcomb Oil violated the Fair Labor Standards Act ("**FLSA**"), Kentucky Wages and Hours Act ("**KWHA**"), and other Kentucky state common law claims;

WHEREAS, on December 6, 2018, Newcomb Oil removed the Class Action to the U.S. District Court, Western District of Kentucky, Louisville Division, Civil Action No. 3:18-cv-803-CRS;

WHEREAS, on December 12, 2018, Plaintiff

filed an amended complaint, which removed the FLSA claim and putative collective action aspect of the Class Action, but maintained putative class action allegations under the KWHA and Kentucky state common law;

WHEREAS, the Class Action was the subject of two interlocutory appeals to the Sixth Circuit Court of Appeals styled *Michael Southard v. Newcomb Oil Company, LLC dba Newcomb Oil Company*, No. 19-5187 (6th Cir. Nov. 12, 2019) and *Michael Southard v. Newcomb Oil Company, LLC*, No. 21-0173 (6th Cir. Aug. 4, 2021), the second of which remanded the Class Action to the Jefferson County (Ky.) Circuit Court;

WHEREAS, on September 27, 2021, Newcomb Oil again removed the Class Action to the U.S. District Court, Western District of Kentucky, Louisville Division, Civil Action No. 3:21-cv-607-DJH;

WHEREAS, on November 28, 2023, the Parties attended a settlement conference conducted by U.S. Magistrate Judge Colin H. Lindsay, and the Parties reached an agreement for the resolution of all claims in the Class Action;

WHEREAS, prior to the settlement conference, Plaintiff obtained through informal discovery documents and information regarding Plaintiff's alleged causes of action in order to prepare for and participate in good faith in the mediation and negotiation process, including all relevant policies and employee handbooks, a randomly selected representative sampling of time and payroll data and records for the putative class, and figures and information regarding the class size and composition, such as the number of putative class members, the total workweeks and pay periods worked by the class, and the class members' rates of pay;

WHEREAS, the Court has not yet considered, let alone granted, class certification;

WHEREAS, the Parties have a bona fide dispute whether Defendant is liable for any damages at all, whether for regular wages, overtime premium, unreimbursed business expenses, or any other amounts purportedly owed; and

WHEREAS, Newcomb Oil explicitly and expressly denies all of the allegations in the Class Action, and further denies every allegation of liability, wrongdoing, and damages, but has concluded that it desires the litigation to be fully and finally settled on a class-wide basis under the Agreement due to the time and expense of continued litigation;

NOW, THEREFORE, for good and valuable consideration provided for herein, it is agreed by, between, and among the Parties that, subject to Court approval, the Class Action shall be fully and completely settled according to the following terms and conditions:

2. DEFINITIONS.

“**Administration Expenses Payment**” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

“**Agreement**” means this Stipulation of Class Action Agreement, including any permitted and executed amendments and exhibits hereto.

“**Class Member**” means:

All current and former hourly nonexempt Five Star convenience store employees, including, but not limited to, customer service representatives, store attendants, clerks, cashiers, GO Team employees, money counters, inventory team, or other employees with similar job duties employed by Newcomb Oil Co., LLC in Kentucky at any time from November 9, 2013 until December 16, 2023.

“**Class Action**” means the action titled *Michael Southard v. Newcomb Oil Co., LLC*, Civil Action No. 3:21-cv-607-DJH, pending in the United States District Court for the Western District of Kentucky, Louisville Division (but encompasses the same federal and state actions litigated under other case numbers set forth above).

“**Class Counsel**” means the law firm of Schneider Wallace Cottrell Konecky, LLP.

“**Class Counsel Fees Payment**” and “**Class Counsel Litigation Expenses Payment**” means the amounts allocated to Class Counsel (including Local Counsel’s fees) for reimbursement of reasonable attorney’s fees, and expenses incurred to prosecute the Class Action.

“**Class Data**” means Class Member identifying information in Defendant’s possession which Defendant shall provide to the Settlement Administrator containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known email address (if any) (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class List shall also include: (6) start and end dates of active employment; (7) total hours worked as a non-exempt hourly Five Star convenience store employee in Kentucky during the Class Period; (8) total hours worked by all Class Members as non-exempt hourly Five Star convenience store employees in Kentucky during the Class Period

and (9) any other information or documents reasonably required and requested by the Settlement Administrator to effectuate the terms of the Agreement.

"**Class Notice**" means the notice of the proposed settlement to be provided to Class Members ("**Exhibit A**" hereto).

"**Class Period**" means the period of time from November 9, 2013 to December 16, 2023.

"**Class Representative Service Payment**" means the payment to the Class Representative/Named Plaintiff for initiating the Class Action and providing services in support of the Class Action.

"**Court**" means the United States District Court for the Western District of Kentucky.

"**Defendant**" means Newcomb Oil Co., LLC d/b/a Newcomb Oil Co.

"**Defendant's Counsel**" means the law firm of Stoll Keenon Ogden PLLC.

"**Effective Date**" means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court's Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal, including time for petition for rehearing, petition for panel and/or en banc review, or petition for writ of certiorari has expired; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement.

"**Final Approval Hearing**" means the hearing at which the Court will make a final determination as to whether the terms of the Settlement Agreement are fair, reasonable, and adequate, and whether the settlement should be finally approved by the Court.

"**Final Approval Order**" means the order entered by the Court after the Final Approval Hearing approving the Settlement.

"**Five Star**" is an informal trade name used by Newcomb Oil for a chain of convenience stores.

"**Gross Settlement Amount**" means One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Gross Settlement Amount is inclusive of all amounts to be paid to the class, class counsel's fee award, incentive award payments, the settlement administrator's fees and costs, and the participating class members' share of employment taxes. Other than the employer payroll taxes, Newcomb Oil shall not be required to pay more than the gross total of \$1,500,000.00. This settlement is non-reversionary, meaning none of the Gross Settlement Amount shall revert to Newcomb Oil.

“Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Fund calculated according to the number of hours worked in eligible positions during the Class Period.

“Local Counsel” means the law firm of Kaplan Johnson Abate & Bird LLP.

"Net Settlement Fund" means the Gross Settlement Amount, less the following payments in amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

“Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

“Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

"Parties" means collectively, the Plaintiff and the Defendant.

“Plaintiff” means Michael Southard.

“Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

"Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice to the Class.

"Released Claims" means the claims against the Defendant that the Plaintiff and Participating Class Members shall release consisting of all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, , expenses (including attorneys' fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Newcomb Oil based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and the Kentucky Wages and Hours Act (KRS Chapter 337).

"Request for Exclusion" means a request by a Class Member to be excluded from the class that meets all of the requirements for exclusion as set out in this Agreement and as ordered by the Court.

"Settlement" means the settlement contemplated by this Agreement.

"**Settlement Administrator**" means the third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement.

3. SETTLEMENT FUND.

3.1 Gross Settlement Amount. Newcomb Oil shall pay One Million Five Hundred Thousand Dollars (\$1,500,000.00) and no more as the Gross Settlement Amount. The Gross Settlement Amount is inclusive of all amounts to be paid to the Class, whether for regular wages, overtime premium, or any other amount purportedly owed; Class Counsel's Fee Payment and Class Counsel's Litigation Expenses Payment; Class Representative Service Payment; Administration Expenses Payment; and the Participating Class Members' share of employment taxes. Other than the employer payroll taxes, Newcomb Oil shall not be required to pay more than the gross total of \$1,500,000.00. This settlement is non-reversionary, meaning none of the Gross Settlement Amount shall revert to Newcomb Oil.

3.2 Payments from Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

3.2.1 Award to Plaintiff: Class Counsel shall apply to the Court to approve a Class Representative Service Payment for Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000.00), exclusive of any amount he is entitled to receive as a Participating Class Member, subject to approval by the Court, and which the Settlement Administrator shall pay to the Plaintiff out of the Gross Settlement Amount.

3.2.2 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount concurrently with the submission of their motion in support of the final order and judgment. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$30,000. These funds shall be sought to compensate Class Counsel for fees and expenses incurred in connection with the litigation.

3.2.3 Administration Expenses Payment. The Settlement Administrator shall be responsible for duties such as disseminating class notice, distributing settlement payments, managing Class Data, receiving written Requests for Exclusion, and such other administrative duties as are necessary to implement this Agreement. The Settlement Administrator shall be paid a fee not to exceed Seventy Thousand Dollars (\$70,000.00) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than Seventy Thousand Dollars (\$70,000.00), the Settlement Administrator will include the remainder as part of the Net Settlement Fund.

3.2.4 To Each Participating Class Member. An Individual Class Payment calculated by (a) dividing the Net Settlement Fund by the total number of hours worked in hourly non-exempt positions at Five Star convenience stores located in Kentucky by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class

Member's hours worked in hourly non-exempt positions at Five Star convenience stores located in Kentucky during the Class Period.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.

3.2.6 Cy Pres Award. If at the conclusion of the check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed to charity. Participating Class Members whose checks are uncashed and cancelled after the void date shall likewise be paid to charity. The designated charitable organizations that will receive the payments described in this section are: Central Kentucky United Way.

4. RELEASES OF CLAIMS.

4.1 Releases. Upon the Effective Date, the Plaintiff and all Participating Class Members, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Newcomb Oil based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and the Kentucky Wages and Hours Act (KRS Chapter 337).

Plaintiff and the Participating Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff and Participating Class Members expressly assume the risk, they freely and voluntarily give the release as set forth above.

4.2 As a material inducement to Defendant to enter into this Agreement, in addition to Plaintiff's release in § 4.1 above, Plaintiff does hereby, for himself and his assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages of any nature whatsoever, from the beginning of time through the execution of this Agreement, which the Plaintiff has, or may have had, against the Defendant and its affiliates,

agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); the Kentucky Wages and Hours Act (KRS Chapter 337); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Americans with Disabilities Act 42 U.S.C. § 12101 *et seq.*, as amended; and any federal, state, or common law claim or cause of action. Plaintiff acknowledges that he may discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this release, but that it is his intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff expressly assumes the risk, he freely and voluntarily gives the release as set forth above. The consideration for this general release is the Class Representative Service Payment.

4.3 Neither the Agreement nor any amounts paid to Participating Class Members will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Newcomb Oil.

5. MOTION FOR PRELIMINARY APPROVAL. The undersigned agree to recommend approval of the Settlement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Agreement, the Parties shall submit the Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order, preliminarily approving the proposed Settlement and setting a date for a hearing to determine final approval of the Settlement. The Preliminary Approval Order shall provide the Court's decision whether to provide notice of the Settlement and related matters to be sent to Plaintiffs as specified herein.

6. SETTLEMENT ADMINISTRATION.

6.1 Class Certification. For the purposes of this Stipulation only, the Parties agree to certification of the Class, to include:

All current and former hourly nonexempt Five Star convenience store employees, including, but not limited to, customer service representatives, store attendants, clerks, cashiers, GO Team employees, money counters, inventory team, or other employees with similar job duties employed by Newcomb Oil Co., LLC in Kentucky at any time from November 9, 2013 until December 16, 2023.

6.2 Class Data. Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

6.2 Notice to Class Members.

6.2.1 No later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, and via email where possible the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Settlement Administrator will also create a website for the Settlement, which will allow the Class to view the Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant’s counsel with a preview of the proposed website. Class Counsel and Defendant’s counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.

6.2.2 In order to provide the best notice practicable, prior to mailing the Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.

6.2.3 Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Notice of Settlement. Under no circumstances shall such re-mailing extend the Notice Deadline.

6.2.4 With ninety (90) days remaining, a reminder postcard (**Exhibit B**) will be sent via U.S. mail to those who have not yet cashed their settlement check.

6.2.5 Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant’s Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Class Members by unique identifier; (ii) the Settlement Awards owed to each of the Participating Class Members; (iii) the final number of objections or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices; (v) the estimated average and median recovery per Participating Class Member; and (vi) the largest and smallest estimated amounts to be paid to Participating Class Members.

6.2.6 Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement or encourage objections or opt-outs.

6.3 Requests for Exclusion from the Settlement (Opt-Outs).

6.3.1 Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than thirty (30) days after the Settlement Administrator mails the Class Notice. Requests for Exclusion must be personally signed by the Class Member and state the Class Member's full name, address, telephone number, and email address, if any; and a statement that the Class Member wishes to be excluded from the settlement. So-called "mass," "class," or "group" opt-outs shall not be valid. Any Class Member whose Request for Exclusion is approved by the Court as part of the Final Approval Hearing will not be bound by the Settlement and shall have no right to object, appeal, or comment on the Settlement. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Participating Class Members agree that the satisfaction of all the Released Claims against Newcomb Oil, as well as entry of the Final Approval Order, shall be binding upon all Participating Class Members.

6.3.2 The Settlement Administrator must reject a Request for Exclusion as invalid if it fails to contain all the information specified in Section 6.3.1. The Settlement Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise subject to challenge.

6.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Section 4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.3.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

6.3.5 Although a Class Member might not receive the Class Notice, and might not timely submit an Objection or Request for Exclusion because of inability to locate the Class Member's current address, the Class Member shall nonetheless be bound by this Agreement.

6.3.6 None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to submit a Request for Exclusion from the settlement.

6.4 Objections to the Settlement. Any Class Member, who has not requested exclusion, may object to the proposed Settlement by submitting a written statement to the Administrator by mail or email. To be timely, all written objections must be postmarked no later than thirty (30) days after the Settlement Administrator's mailing of the Class Notice. A written

objection must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the settlement class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; and the Class Member's original signature in blue ink. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Class Action. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

6.5 Final Approval Hearing. Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than sixty (60) days after the Settlement Administrator's mailing of the Class Notice to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Class Action and Settlement Class as a class action under Federal Rule of Civil Procedure 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the payment of the Service Awards to Plaintiff;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Claims;
- h. directing that a Final Judgment be entered; and
- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

6.6 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amount necessary to fully pay Defendant's share of associated payroll taxes by transmitting the funds to the Settlement Administrator no later than ten (10) business days after the Effective Date.

6.7 Payments from Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount or as soon as reasonably practicable, the Settlement Administrator will mail checks for all Individual Class Payments, the Administration

Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

6.7.1 The Settlement Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall state the date (not less than one hundred and eighty (180) days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel checks not cashed by the void date.

6.7.2 Settlement Payment Tax Allocations. All Individual Class Payments to Participating Class Members shall be allocated with thirty-three percent (33%) reflecting compromise of a claim for alleged unpaid wages and sixty-seven percent (67%) of each Individual Class Payment for alleged interest and penalties. Individual Class Payments will be subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Individual Class Payment, for which Participating Class Members shall be issued an IRS Form W-2 by the Settlement Administrator. Participating Class Members will also be issued an IRS Form 1099 by the Settlement Administrator if required for the portion of the Individual Class Payment that is allocated to interest and penalties. Defendant shall pay the Defendant's Payroll Taxes on the wage portions of the Individual Class Payments. The Settlement Administrator shall calculate the Defendant's Payroll Taxes within five (5) business days after the final Individual Settlement Payment calculations are approved. Defendant shall deposit the Defendant's Payroll Taxes into the Settlement Administrator's designated account within five (5) days of receiving the amounts from the Settlement Administrator. Amounts withheld will be remitted by the Settlement Administrator from Settlement Administrator's designated account to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Individual Class Payment, and the Form 1099 reporting for the non-wage portion of each Individual Class Payment. Defendant shall provide the Settlement Administrator with the last known number of exemptions claimed on Class Members' Form W-4s. Zero (0) exemptions will be applied by the Settlement Administrator for any Class Members for whom no Form W-4 data was available to Defendant. The Settlement Administrator will appropriately garnish wages upon Defendant's determination that a garnishment law or order applies to a Participating Class Member.

6.7.3 No Tax Advise. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice or constitute legal advice relating to the tax liability of any Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

6.8 For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall distribute the funds represented by such checks in accordance with Section 3.2.6 in one lump sum.

7. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion exceeds 10 percent (10%) of the total of all Class Members, Newcomb Oil may, but is not obligated to, elect to withdraw from the Settlement. The parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatever, and that neither party will have any further obligation to perform under this Agreement.

8. ADDITIONAL PROVISIONS.

8.1 Class Action Fairness Act. Defendant shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement not later than ten (10) days after a proposed settlement of a class action is filed in court, pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715.

8.2 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of Newcomb Oil with respect to any claim, fault, liability, wrongdoing, or damage whatever. Newcomb Oil expressly denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and Newcomb Oil continues to believe the claims asserted against it in the Class Action are without merit. Notwithstanding these denials, Newcomb Oil concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Agreement. The parties agree that class certification and representative treatment is for purposes of this Agreement only. If, for any reason, the Court does not grant preliminary approval, final approval, or enter judgment, Newcomb Oil reserves the right to contest certification of any class for any reasons, and Newcomb Oil reserves all available defenses to the claims in the Class Action. This Agreement and the Parties' willingness to settle the Class Action will have no bearing on, and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8.2 Confidentiality. Plaintiffs, Class Counsel, Class Counsel's Local Counsel, Defendant, and Defense Counsel, separately agree that, until the motion for preliminary approval is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each party agrees to immediately notify each other party of any judicial or agency order, inquiry, or subpoena seeking such information.

8.3 Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or

agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

8.4 Defendant's Legal Fees. Defendant's legal fees and expenses in this Action shall be borne by Defendant.

8.5 Governing Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Kentucky, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in a court of competent jurisdiction located in Jefferson County, Kentucky.

8.6 Interpretation. Since all Parties and their counsel participated in the drafting of this Agreement, and it is a result of lengthy, intensive arm's-length negotiations, the presumption that ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of this Agreement for purposes of construing its provisions.

8.7 Use and Return of Class Data. Information provided to Class Counsel and/or their Local Counsel, and all copies of documents provided to Class Counsel and/or their Local Counsel in anticipation of or in connection with the settlement conference, other settlement negotiations, or in connection with the Settlement, may be used only in respect to this Settlement, and no other purpose. No later than ten (10) days after the date the Court dismisses the Class Action, Class Counsel and their Local Counsel shall permanently destroy all paper and electronic versions of Class Data received from Newcomb Oil.

8.8 Publicity. The Parties and Class Counsel agree that they will not in any manner publicize the terms of this Agreement, which includes notifying any member of the media regarding the terms and conditions of the Settlement or responding to media inquiries, and includes posting or disseminating the terms and conditions of the Settlement on any social media website or Class Counsel's or their Local Counsel's websites. Class Counsel shall also advise Plaintiffs of this obligation.

8.9 Termination. This Agreement is entered into only for purposes of settlement. If the Court fails to finally approve the Agreement (or any part thereof) or the final order or Judgment is not entered into for any reason, the Agreement will be null and void and the Parties will return to their respective positions as if this Agreement was never negotiated, drafted, or executed. The Parties agree to first engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

8.10 Severability. Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall

not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

8.11 Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

8.12 Notice. Unless otherwise stated herein, any written notices required by the terms of this Agreement shall be address as follows:

If to Plaintiff, the Settlement Class, or Class Counsel:

Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

oedelstein@schneiderwallace.com

If to Defendant or Defense Counsel:

John O. Sheller
Steven T. Clark
STOLL KEENON OGDEN PLLC
400 W. Market Street, Suite 2700
Louisville, Kentucky 40202

steven.clark@skofirm.com

8.13 Headings. All headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation or as a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded.

8.14 Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, for purposes of the administration and enforcement of this Agreement.

8.15 Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except where provided otherwise, a facsimile or electronic signature shall be deemed to constitute an original signature for the purposes of this Agreement.

8.16 No Signature Required by Settlement Class Members. Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

8.17 Cooperation and Drafting. The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereby execute and cause this Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: 02 / 15 / 2024



MICHAEL SOUTHARD


Date: _____

for NEWCOMB OIL CO., LLC d/b/a
NEWCOMB OIL CO.
Name: _____
Title: _____

**APPROVED AS TO FORM BY CLASS
COUNSEL:**

Date: 2/15/2024

SCHNEIDER WALLACE COTTRELL
KONECKY LLP



Attorneys for Plaintiffs

Date: _____

STOLL KEENON OGDEN PLLC

JOHN O. SHELLER
Attorneys for Defendant Newcomb Oil Co.

IN WITNESS HEREOF, the Parties hereby execute and cause this Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: _____

MICHAEL SOUTHARD

Date: 2-15-24

J L Newcomb Jr
for NEWCOMB OIL CO., LLC d/b/a
NEWCOMB OIL CO.
Name: J L Newcomb Jr
Title: President/Manager

**APPROVED AS TO FORM BY CLASS
COUNSEL:**

Date: _____

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

Attorneys for Plaintiffs

Date: 2-15-24

STOLL KEENON OGDEN PLLC

/s/ John O. Sheller
JOHN O. SHELLER
Attorneys for Defendant Newcomb Oil Co.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

(*Michael Southard v. Newcomb Oil Co., LLC d/b/a Newcomb Oil Co.*, Case No. 3:21-cv-607-DJH (W.D. Ky.))

You may be eligible to receive money from a class action lawsuit (“Action”) against Newcomb Oil Co., LLC d/b/a Newcomb Oil Co. (“Newcomb Oil” or “Defendant”). The Action was filed by Michael Southard (“Plaintiff”) and seeks payment of back wages, business expenses, liquidated damages, and attorneys’ fees and costs for a class of Kentucky hourly employees (“Class Members”) who worked for Defendant at one of its Five Star convenience stores during the Class Period (November 9, 2013 through December 16, 2023).

Please read this notice carefully. It provides important information about your legal rights and obligations under an agreement to settle a class action lawsuit.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors and will be calculated as set forth below.


The above estimates are based on Defendant’s records showing that **you worked [REDACTED] hours** during the Class Period in one or more hourly positions at a Five Star convenience store (regardless of whether you may have worked other hours or more hours in one or more non-hourly positions and regardless of whether you are still working for Defendant or not).

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members to give up their rights to assert claims against Defendant.

If you worked for Defendant as an hourly employee at a Five Star convenience store located in Kentucky during the Class Period, you have the following options under the Settlement:

YOUR LEGAL RIGHTS AND OPTION IN THE SETTLEMENT

Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement	If you don’t want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non- Participating Class Member and no longer eligible to receive an Individual Class

The Opt-Out Deadline is	Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Object Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) may submit a written objection to the Court stating why you do not like the Settlement, as described below in Section 7. You may also appear in Court and explain why you object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Newcomb Oil employee. The Action accuses Defendant of violating Kentucky wage and hour statutes, meal and rest break statutes, and other Kentucky laws by failing to pay overtime wages, meal and rest period premiums, wages due upon termination, and reimbursable expenses; and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Plaintiff and the Class are represented by attorneys in the Action: the law firm of Schneider Wallace Cottrell Konecky LLP (“Class Counsel.”)

Newcomb Oil denies all of the allegations of wrongdoing or liability. Newcomb Oil contends it has complied fully and accurately with the Kentucky Wages and Hours Act and all other applicable laws and that all of its employees have been paid in full and provided appropriate breaks, expenses, and records.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. The Court did not decide in favor of Plaintiff or against Defendant. There was no trial, no verdict, and no judgment. Instead, both sides agreed to a no-fault resolution of the Action.

By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. This Settlement is the result of good faith, arm’s length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant will pay a total of \$1,500,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant will deposit the Gross Settlement into an account controlled by the

Administrator of the Settlement approved by the Court. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses.

Attorneys' Fees and Costs. The attorneys for Plaintiffs and the Class Members (referred to as "Class Counsel") will ask the Court to award them up to 35% of the settlement amount, or \$525,000.00, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their actual costs spent in litigating this case, up to \$30,000. Class Counsel will be paid from the Gross Settlement Amount of \$1,500,000. You do not have to pay the attorneys who represent the Class. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

Service Award. In addition, the named Plaintiff, Michael Southard, will ask the Court to award him a \$10,000.00 Service Award, for his role in prosecuting this lawsuit on the behalf of all Class Members.

Administrator's Costs. The Settlement Administrator's costs are estimated to be \$70,000, and this payment will also come from the settlement fund.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, following the consideration of any objections, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Fund") by making Individual Class Payments to Participating Class Members based on their hours worked as hourly employees during the Class Period.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you do not cash or deposit it by the void date, your check will be automatically cancelled, and the monies will be paid to charity, but you will still be considered part of the Class who has released claims against Defendant. The designated charitable organization that will receive the monies is Central Kentucky United Way.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, Class Members will not receive any money, and Class Members will not release any claims against Defendant.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims arising during the Class Period.

Release by Participating Class Members Plaintiff and all Participating Class Members, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,

costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Newcomb Oil based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and the Kentucky Wages and Hours Act (KRS Chapter 337).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Fund by the total number of hours worked in hourly non-exempt positions at Five Star convenience stores located in Kentucky by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's hours worked in hourly non-exempt positions at Five Star convenience stores located in Kentucky during the Class Period.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of One-Third (1/3) of each Individual Class Payment to taxable wages ("Wage Portion") and Two-Thirds (2/3) to interest, liquidated damages, and/or unreimbursed business expenses ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Form during calendar and tax year 2024. Defendant will separately pay employer payroll taxes owed on the Wage Portion through other funds. The Administrator will report Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms during calendar and tax year 2024.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who has not properly or timely opted out of the Settlement).

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you are a Class Member and do not wish to be bound by the Settlement, you must submit a written request for exclusion from the Settlement ("opt-out"), postmarked by **[INSERT DATE]**. The written and signed Request for Exclusion must contain your name, present address, telephone number, and email address, if any; and a statement electing to be excluded from the Settlement. So-

called “mass,” “class,” or “group” opt-outs shall not be valid. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Any person who requests exclusion (opts out) of the Settlement will not be entitled to any Settlement Award as a Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon. The Administrator must be sent your request to be excluded by [REDACTED], 2024, or it will be invalid.** Section 8 of the Notice (below) has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [REDACTED] days before the [REDACTED], 2024, Final Approval Hearing, the parties will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees (not to exceed \$525,000) and litigation expenses (not to exceed \$30,000); and (ii) the amount Plaintiff is requesting as a Class Representative Service Award (not to exceed \$10,000).

A written objection must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the legal and factual grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; proof of membership in the settlement Class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; and the Class Member's original signature in blue ink.

To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to the Administrator shall be the exclusive means for determining that an objection is timely mailed. The failure to submit a written objection as a prerequisite to appearing in court to object to the Settlement may be excused by the Court upon a showing of good cause.

Class Members who timely and validly object to the Settlement can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an original or electronic signature to the Settlement Administrator stating their desire to withdraw their objection.

The deadline for sending written objections to the Administrator is [REDACTED], 2024. Section 8 of this Notice (below) has the administrator’s contact information.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement

documents is to visit the Settlement Website, which can be accessed at [INSERT URL]. The Settlement Website allows interested persons to view the Settlement Agreement, papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement Website also provides contact information for Class Counsel and the Settlement Administrator.

You may also contact the Settlement Administrator in person or through counsel:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE;
OR NEWCOMB OIL FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR
THIS ACTION.**

4880-3250-9093.1

EXHIBIT B

IMPORTANT REMINDER REGARDING
Southard v. Newcomb Oil Co., LLC

To <<FIRST NAME>> <<LAST NAME>>:

On [MAILING DATE], a settlement check for the Southard v. Newcomb Oil Co., LLC class action lawsuit was mailed to you. Our records show that you have not yet cashed your check.

To receive payment from the settlement, you must sign and cash your check by [CASHING DEADLINE]. If you do not sign and cash your check by [CASHING DEADLINE], your settlement share will be forfeited and distributed to Central Kentucky United Way.

You have already released the Released Claims under the court-approved settlement. This release is valid regardless of whether you cash your settlement check. After [CASHING DEADLINE], you will not be able to receive money from the settlement or from Newcomb Oil Co. related to the Released Claims.

If you need your payment to be reissued to you, please contact us at X-XXX-XXX-XXXX.

Sincerely,

Office of the Settlement Administrator

Southard v. Newcomb Oil Co., LLC
[administrator's address]

[postage]

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>
<<CITY>> <<STATE>> <<ZIP CODE>>