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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

PAMELA CARTER, DEBORAH MARTIN, CHRISTINE MORALES, STANLEY CARAKER, STANLEY NICKS, MICHAELA VECHT, BERT SCHORLING, JEANETTE BREITEN, RAYMOND BACHAR, KATHERINE MITCHELL, STEPHANIE CASTRO, BRUCE HINSLEY, ARLENE POUNDS, individually and as Representatives of the Participants and Beneficiaries of the Fleet Card Fuels Employees Stock Ownership Plan,

Plaintiffs,

vs.

SAN PASQUAL FIDUCIARY TRUST COMPANY; FLEET CARD FUELS; WILLIAM DAVIES; RICHARD DAVIES; STRATEGIC EQUITY GROUP; CHRISTOPHER KRAMER; SHORELINE CAPITAL, INC.; EDGEWATER CAPITAL, LLC,

Defendants.

Case No. SACV 15-1507 JVS (JCGx)

FINAL JUDGMENT

Judge: Hon. James V. Selna

1 IT IS on this 28th day February, 2018, HEREBY ADJUDGED AND
2 DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58
3 THAT:

4 1. The Settlement of Pamela Carter, et al. v. San Pasqual, et al., United
5 States District Court, Central District of California, Southern Division, Case No.
6 8:15-CV-1507 (the “Action”), on the terms set forth in the Parties’ Stipulation of
7 Settlement, with exhibits (collectively, the “Agreement”), and definitions included
8 therein, signed and filed with this Court on July 20, 2017 (Dkt # 113), is finally
9 approved.

10 2. The following class is granted final certification, for settlement
11 purposes only, under Fed. R. Civ. P. 23(a) and (b)(3): all persons who were
12 participants in the Fleet Card Fuels Employee Stock Ownership Plan (the “ESOP”)
13 as of September 28, 2012. Excluded from the class are the defendants in this action
14 and their affiliates; the officers and directors of any Defendant or of any entity in
15 which a Defendant has a controlling interest; and the legal representatives,
16 successors, and assigns of any such excluded persons. No class members have been
17 excluded given that none submitted timely and valid requests for exclusion from the
18 Class. .

19 3. The dissemination of the Class Notice in accordance with the terms of
20 the Agreement and this Court’s Preliminary Approval Order, as described in the
21 Settlement Administrator’s Declaration filed before the Fairness Hearing: (a)
22 constituted the best practicable notice to Class Members under the circumstances;
23 (b) constituted notice that was reasonably calculated, under the circumstances, to
24 apprise Class Members of the pendency of the Action, the terms of the Settlement
25 and their rights under the Settlement, including, but not limited to, their right to
26 object to any aspect of the proposed Settlement or exclude themselves from the
27 proposed Settlement and to appear at the Fairness Hearing, and the binding effect of
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1 the Final Orders and this Final Judgment on all persons and entities who did not
2 request exclusion from the Class; (c) were reasonable and constituted due, adequate
3 and sufficient notice to all persons entitled to be provided with notice; and (d) met
4 all applicable requirements of law, including, but not limited to, the Federal Rules of
5 Civil Procedure, 28 U.S.C. § 1715, the United States Constitution (including the
6 Due Process Clause), and the Rules of this Court, as well as complied with the
7 Federal Judicial Center’s illustrative class action notices.

8 4. The claims in the Action are dismissed with prejudice pursuant to the
9 terms set forth in the Parties’ Agreement and in the Court’s Final Approval Order,
10 without costs to any party except as provided in these Final Orders.

11 5. The Representative Plaintiffs and Class Members and/or their
12 representatives, and all persons acting on behalf of, or in concert or participation
13 with the Representative Plaintiffs or Class Members (other than those who submit
14 valid and timely Exclusion Forms) are hereby permanently barred and enjoined
15 from: (a) filing, commencing, or prosecuting any lawsuit, arbitration, or
16 administrative, regulatory or other proceeding or order in any jurisdiction based
17 upon or asserting any of the Released Claims; and (b) bringing an individual action
18 or class action on behalf of the Representative Plaintiffs or Class Members, seeking
19 to certify a class that includes the Representative Plaintiffs or Class Members, or
20 continuing to prosecute or participate in any previously filed and/or certified class
21 action, in any lawsuit based upon or asserting any of the Released Claims.

22 6. Class Counsel shall take all steps necessary and appropriate to provide
23 Class Members with the benefits to which they are entitled under the terms of the
24 Agreement and pursuant to the Orders of the Court.

25 7. The Representative Plaintiffs and Class Members shall be paid the Net
26 Settlement Amount of \$338,534. This amount shall be disbursed by the settlement
27 administrator pursuant to the terms of the Agreement.

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1 8. Class Counsel shall be awarded reasonable attorneys' fees in an amount
2 not to exceed one-third (33 1/3 %) of the Gross Settlement Amount (i.e., not to
3 exceed One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500) in
4 costs, which amount is approved as fair and reasonable, in accordance with the
5 terms of the Agreement.

6 9. Class Counsel shall be awarded reasonable litigation costs in an amount
7 not to exceed Fifteen Thosuannd Eight Hundred Fifty Nine Dollars (\$15,859), which
8 amount is approved as fair and reasonable, in accordance with the terms of the
9 Agreement.

10 10. Plaintiffs Pamela Carter, Deborah Martin, Christine Morales, Stanley
11 Caraker, Stanley Nicks, Michaela Vecht, Bert Schorling, Jeanette Breiten, Katherine
12 Mitchell, Stephanie Castro, Arlene Pounds Jose Gurrola, Aaron Straw, and Eldon
13 Ross shall each be awarded Five Hundred Dollars (\$500) as service payments in
14 their capacities as representatives of the Plaintiff Class in the Action.

15 11. Plaintiffs Bruce Hinsely and Raymond Bachar, shall each be awarded
16 One Thousand Five Hundred Dollars \$1,500, as a service payment in their capacity
17 as representative Plaintiffs in the Action.

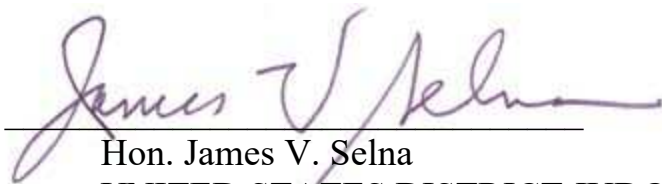
18 12. The Settlement Administrator shall be awarded the reasonable costs of
19 the Settlement Administrator in administering the Settlement, not to exceed Ten
20 Thousand Six Hundred Seven Dollars (\$10,607). .

21 13. The Court will retain continuing jurisdiction over the parties and the
22 Action for the reasons and purposes set forth in this Final Judgment, the Final
23 Approval Order, and any other orders related to completing the settlement. Without
24 in any way affecting the finality of these Final Orders and/or this Final Judgment,
25 this Court expressly retains jurisdiction as to all matters relating to the
26 administration, consummation, enforcement and interpretation of the Agreement and
27 of the Final Approval Order and this Final Judgment, and for any other necessary
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1 purpose. See *Kokkonen v. Guardian Life Ins. Co. of America* (1994) 511 U.S. 375,
2 381-82.

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Dated: February 28, 2018



Hon. James V. Selna
UNITED STATES DISTRICT JUDGE

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Exhibit A – List of Persons Who Requested Exclusion