

If You Purchased Gasoline from a Valero Station in the State of California and Paid with a Debit Card, a Class Action Settlement May Affect Your Rights.

*A federal court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

- A proposed settlement has been reached in a class action against Valero Marketing and Supply Company (“Valero”), which claims that certain Valero stations advertise a higher “credit” price and a lower “cash” price for gasoline in a manner that is deceptive and misleading under California law because those stations charge the higher “credit” price on debit card purchases without notifying customers.¹ Valero denies these allegations and there has been no finding of liability against Valero. Valero has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are a Class Member if you purchased gasoline between December 3, 2011 and November 5, 2020 using a debit card at a Valero-branded station in California that advertised a “cash” price and “credit” price on Valero-Branded Signage but such signage did not affirmatively disclose how gasoline purchased with a debit card was priced, and you were charged more money per gallon than the advertised “cash” price.
- If you are a Class Member, your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
Do Nothing	If you do nothing, then you will automatically receive benefits under this Settlement in the form of Valero’s signage and policy modifications that are further described in this Notice. You will also give up your right to sue Valero and certain related entities and individuals regarding any claims that are part of or related to the Settlement, e.g., regarding Valero-Branded Signage at Valero-branded California stations.
Object	Write to the Court about why you do not like something about the Settlement no later than February 18, 2021.
Ask To Be Excluded From the Class	If you exclude yourself or “opt out” of the Settlement, then you will keep whatever right you may have to sue Valero and certain related entities and individuals regarding any claims that are part of or related to the Settlement (subject to any defenses Valero may have, including that such action is time barred). You must seek to exclude yourself from the Settlement no later than February 18, 2021.

¹ The terms of the Settlement are in the Class Action Settlement Agreement and Release, dated September, 30, 2020 (the “Settlement Agreement”), which can be viewed at www.GasolineSignageSettlement.com. All capitalized terms not defined in this Notice have the same meanings as in the Settlement Agreement.

Questions? Call 1-888-905-0604 or visit www.GasolineSignageSettlement.com

**Attend a hearing on
March 11, 2021**

Ask to speak in Court about your opinion of the Settlement and/or the requests for attorneys' fees, expenses, and Class Representative incentive award. Requests to speak must be received by the Court and counsel for the Parties **no later than February 18, 2021**.

- **There is no need to submit a claim form.** This Settlement provides benefits in the form of signage and policy modifications that are further detailed on page 6 of this Notice. If you do nothing, then you will automatically receive the benefits of this Settlement. **If you wish to pursue an action for monetary damages or other relief against Valero based on the claims that are a part of this Settlement, then you must exclude yourself from the Class.**
- These rights and options – **and the Court-ordered deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this litigation still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why should I read this Notice?

The Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your rights and options, before the Court decides whether to approve the Settlement.

If you purchased gasoline between December 3, 2011 and November 5, 2020 using a debit card at a Valero-branded station in California that advertised a “cash” price and “credit” price on Valero-Branded Signage but did not affirmatively disclose how gasoline purchased with a debit card was priced, and you were charged more money per gallon than the advertised “cash” price, you are part of the Class.

This Notice explains the lawsuit, the Settlement, and your rights.

The Honorable Judge Richard Seeborg of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *Bautista v. Valero Marketing and Supply Company*, Case No. 15-cv-05557-RS.

2. What is this lawsuit about?

This lawsuit alleges that Valero engaged in deceptive and unfair conduct in violation of California law by failing to ensure that customers are notified that debit card purchases of gasoline are charged a higher “credit” price, rather than an available lower “cash” price. Valero denies any and all allegations of wrongdoing and liability and there has been no finding of wrongdoing by Valero.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Faith Bautista) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The people who sue – and all the Class Members like them – are called the “Plaintiffs.” The company the Plaintiffs sue (in this case, Valero) is called the “Defendant.” If the court certifies (or approves) the Class, then one court can resolve the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiff or Valero should win this case. Instead, both sides agreed to a settlement. That way both sides avoid the cost and risks of trial, and Valero will agree to make changes to its signage and policies to benefit Settlement Class Members now rather than years from now, if at all.

More information about the Settlement and the lawsuit is available in the “Court Documents” section of the Settlement Website: www.GasolineSignageSettlement.com.

WHO IS IN THE SETTLEMENT CLASS?

You need to decide whether you are affected by this lawsuit.

5. Am I part of the Settlement Class?

If you purchased gasoline between December 3, 2011 and November 5, 2020 using a debit card at a Valero-branded station in California that advertised a “cash” price and “credit” price on Valero-

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Branded Signage but did not affirmatively disclose how gasoline purchased with a debit card was priced, and you were charged more money per gallon than the advertised “cash” price, you are part of the Class.

The Court-certified Settlement Class is defined as “All persons who, between December 3, 2011 and the date of preliminary approval, purchased gasoline using a debit card at a Valero-branded station in California that advertised a ‘cash’ price and ‘credit’ price on Relevant Valero-Branded Signage but the Relevant Valero-Branded Signage did not affirmatively disclose how gasoline purchased with a debit card was priced, and were charged more money per gallon than the advertised ‘cash’ price.”

The Settlement Agreement defines “Relevant Valero-Branded Signage” as “‘Main ID/price’ signage, ‘Pump-A-Discount’ signage, and ‘portable’ signage, as defined in Valero’s Wholesale Branding Manual.”

6. Are any customers who purchased gasoline at a Valero station not included in the Settlement Class?

If you (1) did **not** purchase gasoline with a debit card from a Valero station in California that advertises a “cash” and a “credit” price; (2) **did** purchase gasoline with a debit card from a Valero station in California that advertises a “debit” price; or (3) **did** purchase gasoline with a debit card from a Valero station in California that advertises a “cash” and a “credit” price but were charged the “**cash**” price, then you are **NOT** a Settlement Class Member.

7. I’m still unsure if I am included.

If you are still not sure whether you are included, you can get free help at www.GasolineSignageSettlement.com, or by calling or writing to the lawyers in this case at the phone number or address listed in question 13.

THE SETTLEMENT BENEFITS

8. What are the benefits of the Settlement?

Valero has agreed to implement certain modifications to its signage available for use by Valero-branded stations in California and to implement policies to further inform consumers how their debit cards will be charged at Valero-branded stations. Specifically, as to Valero-branded stations in California, Valero has agreed to:

- no longer approve the use of signage by Valero-branded stations in California that advertises “cash” and “credit,” but omits debit prices;
- require any Valero-branded station in California advertising discounted pricing to indicate how debit cards will be charged;
- provide to any Valero-branded stations that notify Valero that they offer discounted pricing, fuel pump decals, and signage that prominently show how debit cards will be charged; and
- promptly notify and demand compliance from any Valero-branded stations in California that it discovers are violating these terms.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class, object to the Settlement, or ask to be excluded from the Settlement Class, and you have to decide this now.

Questions? Call 1-888-905-0604 or visit www.GasolineSignageSettlement.com

9. What happens if I do nothing?

By doing nothing, you are staying in the Settlement Class, and you will receive the benefits of the Settlement in the form of signage and policy modifications that are further detailed in this Notice. If you do nothing, then you will automatically receive the benefits of this Settlement.

If you wish to file your own lawsuit for monetary damages or other relief against Valero based on the claims that are a part of this Settlement, then you must exclude yourself from the Settlement Class. You should understand that excluding yourself does not give you any additional rights that you may otherwise have.

All Settlement Class Members who do not timely request exclusion from this Settlement will forever release all “Released Plaintiff’s Claims” which means “[a]ny and all claims including those for damages or injunctive relief that accrued during the Class Period and that arise from or relate to the claims and allegations in Plaintiff’s Second Amended Complaint, including Unknown Claims, and the acts, facts, or circumstances that were or could have been alleged by Plaintiff in the Action.”

10. Why would I ask to be excluded?

If you already have your own lawsuit against Valero regarding the advertising of “cash” and “credit” prices and failure to disclose a “debit” price, and want to continue with it, you need to ask to be excluded from the Settlement Class. Or, you may not agree with the allegations raised by the Plaintiff and do not wish to be a part of this lawsuit.

If you exclude yourself from the Settlement Class – which also means to remove yourself from the Settlement Class and is sometimes called “opting out” of the Settlement Class – you still receive the benefit of the Settlement in the form of signage and policy modifications that are further detailed in this Notice. However, you may then be able to sue, or continue to sue, Valero regarding the advertising of “cash” and “credit” prices and failure to disclose a “debit” price.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in the litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

If you start your own lawsuit against Valero regarding the advertising of “cash” and “credit” prices and failure to disclose a “debit” price after you exclude yourself from the Settlement Class, you will have to hire and pay for your own lawyer for that lawsuit, and you will have to prove your claims. Valero would retain all of its legal rights and defenses against you and your claims. If you do exclude yourself so you can start or continue your own lawsuit against Valero regarding the advertising of “cash” and “credit” prices and failure to disclose a “debit” price, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

11. How do I ask the Court to exclude me from the Settlement Class?

To exclude yourself from the Settlement Class, which is sometimes called “opting out” of the Settlement Class, you must send a letter by first class United States mail to the Notice Administrator saying that you want to be excluded from this Settlement in *Bautista v. Valero Marketing and Supply Company*, Case No. 15-05557-RS. Be sure to include your name and address and to sign the letter. You must mail your Exclusion Request postmarked by **February 18, 2021**, to: *Bautista v. Valero Marketing and Supply Company*, Case No. 15-05557-RS, P.O. Box 4808, Portland, OR 97208-4808.

12. How do I object to the Settlement or to the request for attorneys' fees, costs, expenses, and incentive awards?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, or the request for a service award or reimbursement of out-of-pocket expenses for the Class Representative.

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no benefits in the form of modifications of Valero's signage and policies will be made, and the litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must contain the following:

- the name and case number of this lawsuit (*Bautista v. Valero Marketing and Supply Company*, Case No. 15-05557-RS);
- your full name, mailing address, email address, and telephone number;
- an explanation of why you believe you are a Settlement Class Member, including documents sufficient to establish the basis for your standing as a Settlement Class Member (*i.e.*, verification under oath as to the approximate date(s) and location(s) of your debit-card purchase of gasoline from a Valero-branded station in California);
- all reasons for your objection or comment, including all citations to legal authority and evidence supporting the objection;
- whether you intend to personally appear and/or testify at the Final Approval Hearing (either personally or through counsel), and what witnesses you will ask to speak;
- the name and contact information of any and all attorneys representing, advising, and/or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment, who must enter an appearance with the Court in accordance with the Local Rules; and
- your handwritten or electronically imaged signature (an attorney's signature or typed signature is not sufficient).

To be considered by the Court, your objection must be received by the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing it in person at any location of the United States District Court for the Northern District of California.

To be considered, your objection must be filed or postmarked on or before February 18, 2021.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that the law firms of Robbins Geller Rudman & Dowd LLP ("Robbins Geller") of

Questions? Call 1-888-905-0604 or visit www.GasolineSignageSettlement.com

Boca Raton, Florida and Hobson Bernardino + Davis LLP (“Hobson Bernardino”) of Los Angeles, California are qualified to represent you and all Class Members. These firms are called “Settlement Class Counsel.” The law firms are experienced in handling similar class action cases. More information about Robbins Geller and Hobson Bernardino, their practices, and their lawyers’ experience is available at www.rgrdlaw.com and www.hbdlegal.com.

Settlement Class Counsel believe, after litigating the case for several years, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay for that lawyer. For example, you can ask him or her to appear in court for you if you want someone other than Settlement Class Counsel to speak for you.

15. How will the lawyers and Settlement Class Representatives be paid?

Settlement Class Counsel’s attorneys’ fees, costs, and expenses will be paid in an amount to be determined and awarded by the Court. Valero has also agreed to pay reasonable attorneys’ fees and expenses and a Settlement Class Representative incentive award to the named Plaintiff.

Settlement Class Counsel will ask the Court to approve attorneys’ fees and expenses from Valero of no more than \$1,650,000.

Settlement Class Counsel will also ask the Court to approve a service award of up to \$2,000 to compensate the Settlement Class Representative for her services on behalf of the Settlement Class. Settlement Class Counsel will also ask the Court to approve a reimbursement payment of up to \$2,000 in actual out-of-pocket travel expenses incurred in connection with Plaintiff’s service as a Settlement Class Representative, to be paid from Settlement Class Counsel’s fee and expense award.

The final amount of attorneys’ fees and expenses, Settlement Class Representative incentive award, and reimbursement of Plaintiff’s out-of-pocket expenses, will be determined by the Court.

Settlement Class Counsel’s application for an award of attorneys’ fees, and expenses and the service award and out-of-pocket expense reimbursement will be made available on the “Court Documents” page of the Settlement Website at www.GasolineSignageSettlement.com on the date it is filed or as quickly thereafter as possible.

THE COURT’S FINAL APPROVAL HEARING

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

The Court is scheduled to hold the Final Approval Hearing on March 11, 2021 at 1:30 p.m. in Courtroom 3 – 17th Floor of the United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, 19th Floor, San Francisco, California. The hearing may be rescheduled to a different date, time, or location without another notice to Settlement Class Members. Especially given the national health emergency, the date, time, or location of the hearing may be subject to change, as will the manner in which Settlement Class Members might appear at the hearing. Please review the Settlement Website for any updated information regarding the hearing.

Questions? Call 1-888-905-0604 or visit www.GasolineSignageSettlement.com

At the Final Approval Hearing, the Court will consider whether the Class Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Settlement Class Counsel's application for attorneys' fees and expenses, and for a service award and reimbursement of out-of-pocket expenses to the Settlement Class Representative.

17. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, and follow the requirements above, the Court will consider it. You may also pay your own attorney to attend, but it is not required.

18. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. At the hearing, the Court, in its discretion, will hear any objections and arguments concerning the fairness of the Settlement and/or Settlement Class Counsel's request for attorneys' fees, expenses, and incentive award for the Settlement Class Representative.

To do so, you must include in your objection or comment a statement saying that it is your Notice of Intent to Appear in *Bautista v. Valero Marketing and Supply Company*, Case No. 15-05557-RS. It must include your name, address, email, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your submission and Notice of Intent to Appear must be filed with the Court and be received **no later than February 18, 2021**.

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

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed settlement. For precise terms and conditions of the settlement, please see the settlement agreement available at www.GasolineSignageSettlement.com, by contacting class counsel at (800) 449-4900, by writing to *Bautista v. Valero Marketing and Supply Company*, Case No. 15-05557-RS, P.O. Box 4808, Portland, OR 97208-4808, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102, between 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.

PLEASE DO NOT TELEPHONE OR WRITE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

All questions regarding the Class Settlement or claims process should be directed to the Settlement Administrator or to Settlement Class Counsel.

Questions? Call 1-888-905-0604 or visit www.GasolineSignageSettlement.com