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IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

STEVEN SCHARFSTEIN, individually and  
on behalf of all other similarly situated  
persons,

Plaintiff,

v.

BP WEST COAST PRODUCTS, LLC, a  
Delaware limited liability company,

Defendant.

Case No. 1112-17046

**FINAL APPROVAL ORDER**

Assigned Judge: Hon. Stephen K. Bushong

On June 4, 2019, this Court held a hearing on Plaintiff’s motion for final approval of the Settlement in this pending class action litigation (the “Action”), in accordance with the Settlement Agreement dated March 11, 2019 (the “Agreement”). Due and adequate notice having been given to the “Class Members” (as defined in Paragraph 4 of this Order and the Agreement) pursuant to the Preliminary Approval and Notice Order, and ORCP 32 D, and this Court having considered the Agreement, all papers filed and proceedings held herein, and all oral and written comments received and permitted by this Court regarding the Agreement in accordance with the Preliminary Approval and Notice Order, including any objections to the Settlement by any Class Member in accordance with such Preliminary Approval and Notice Order, and good cause appearing,

1 IT IS HEREBY ORDERED that:

2 1. The Court, for purposes of this Final Approval Order (the “Order”), adopts all  
3 defined terms set forth in the Agreement, and incorporates them herein by reference as if fully  
4 set forth herein and having the full force and effect of an Order of this Court.

5 2. This Court has jurisdiction over the subject matter of this action, the Class  
6 Representative, the Class Members, the Judgment Creditors, and Defendant.

7 3. This Order and the General Judgment of Dismissal entered pursuant to Paragraph  
8 11 of this Order (the “General Judgment of Dismissal”) are binding upon the Class  
9 Representative, the Class Members, and the Judgment Creditors.

10 4. The Court previously certified the following class in this Action:

11 All consumers who, between January 1, 2011, and August 30,  
12 2013, bought BP-branded gasoline, including gasoline plus  
13 additional items, at Oregon ARCO stations or Oregon *am/pm*  
14 minimarkets, who paid with a debit card and who were charged a  
15 debit-card fee. But excluded from the class are 2,441 former class  
16 members who filed valid opt-out forms. Also excluded from the  
17 class are attorneys for the class; jurors and alternate jurors in the  
18 Lawsuit; any judge who sits on the Lawsuit; any person who  
19 previously settled or had a court, arbitrator, or other legal authority  
20 decide a claim involving a dispute over debit-card fees charged by  
21 BPWCP, on or after January 1, 2011; and certain key employees of  
22 Kinsella Media and the Claims Administrator.

23 5. The Settlement resolves the claims of the Class Representative, the Class  
24 Members, and the Judgment Creditors, as defined by the Agreement.

25 6. The Court finds that the Agreement reflects a good-faith settlement of the claims  
26 of the Class Representative, the Class Members, and the Judgment Creditors, reached voluntarily  
after consultation with experienced legal counsel and as the result of extensive arm’s length  
negotiations.

7. Pursuant to and in accordance with the requirements of ORCP 32 D, this Court  
finally approves all terms of the Settlement in this Action as set forth in the Agreement,

1 including, without limitation, the settlement consideration, and each of the releases set forth  
2 therein, as fair, just, reasonable, and adequate to the Parties.

3 8. The Court finds that the Notice Plan was effected in accordance with the  
4 Preliminary Approval and Notice Order, dated March 26, 2019, was made pursuant to  
5 ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due  
6 process, the United States Constitution, the Oregon Constitution, and any other applicable law.

7 9. This Court hereby orders the Parties and the Claims Administrator to make  
8 Settlement payments in accordance with the terms of the Agreement.

9 10. This Court hereby orders Defendant, the Class Representative, on behalf of  
10 himself and the Class Members, and the Judgment Creditors, to assume their respective attorney  
11 fees, costs, and other expenses incurred in connection with the Action, except as provided in the  
12 Amended General Judgment.

13 11. This Court approves of the entry of the General Judgment of Dismissal, reducing  
14 the amount of interest awarded to the Class Representative, the Class Members, and the  
15 Judgment Creditors, in the Amended General Judgment from 9 percent per annum to 3 percent  
16 per annum, simple interest.

17 12. This Order does not constitute an expression by this Court of any opinion,  
18 position, or determination as to the merit or lack of merit of any of the claims or defenses of the  
19 Parties, on appeal or otherwise. The case has been settled on a compromise basis, without a final  
20 determination of the merits. Neither this Order, the General Judgment of Dismissal, nor the  
21 Agreement, is an admission or indication by Defendant of the validity of any claims in this  
22 Action or of any liability or wrongdoing or any violation of law.

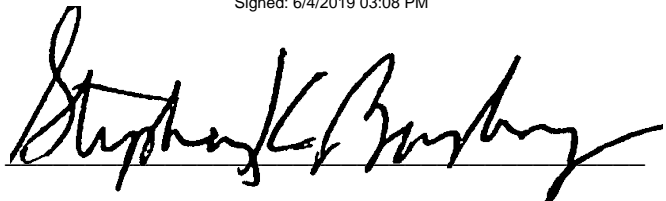
23 13. The Class Representative and the Class Members are hereby further enjoined  
24 from prosecuting any claim in the Action and from filing actions or proceedings against  
25 Defendant related to the Action.

1           14.     The Agreement shall not be offered or admitted into evidence and the Settlement  
2 shall not be or referred to in any way (orally or in writing) in any action, arbitration, or other  
3 proceeding, except as allowed by Rule 408 of the Oregon Evidence Code, and specifically  
4 excepting the Lawsuit and/or a proceeding involving an effort to enforce the Settlement, as well  
5 as reference to the Settlement or Agreement in any SEC disclosure.

6           15.     The Agreement shall have no precedential, collateral estoppel, or *res judicata*  
7 effect upon Defendant in any matter or proceeding other than (a) this Lawsuit and/or (b) a  
8 proceeding involving an effort to enforce the Agreement.

9           16.     This court shall retain continuing and exclusive jurisdiction to enforce the terms  
10 of the Agreement.

Signed: 6/4/2019 03:08 PM



**Circuit Court Judge Stephen K. Bushong**

17 Presented By:

18 Sarah J. Crooks, OSB No. 971512  
19 Nathan R. Morales, OSB No. 145763  
20 **PERKINS COIE LLP**  
21 Attorneys for Defendant

1 **CERTIFICATE OF READINESS - Pursuant to UTCR 5.100**

2 The submission is ready for judicial signature because:

3  1. Each opposing party affected by this order or judgment has stipulated to the order  
4 or judgment, as shown by each opposing party's signature on the document being submitted.

5  2. Each opposing party affected by this order or judgment has approved the order or  
6 judgment, as shown by signature on the document being submitted or by written confirmation or  
7 approval sent to me.

8  3. I have served a copy of this order or judgment on all parties entitled to service and:

9  a. No objection has been served on me.

10  b. I received objections that I could not resolve with the opposing party  
11 despite reasonable efforts to do so. I have filed a copy of the objections I  
12 received and indicated which objections remain unresolved.

13  c. After conferring about objections \_(opposing party)\_\_ agreed to  
14 independently file any remaining objection.

15  4. The relief sought is against an opposing party who has been found in default.

16  5. An order of default is being requested with this proposed judgment.

17  6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule or  
18 otherwise.

19  7. This is a proposed judgment that includes an award of punitive damages and notice  
20 has been served on the Director of the Crime Victims' Assistance Section as required by  
21 subsection (4) of this rule.

22 DATED: May 28, 2019

**PERKINS COIE LLP**

23 By: s/ Sarah J. Crooks

24 Sarah J. Crooks, OSB No. 971512  
25 Nathan R. Morales, OSB No. 145763  
26 Attorney for Defendant

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies under penalty of perjury under the laws of the State of  
3 Oregon that, on May 28, 2019, they caused to be served on the person(s) listed below a true copy  
4 of the **FINAL APPROVAL ORDER** in the manner shown:

5 David F. Sugerman  
6 David F. Sugerman Attorney PC  
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*Counsel for Oregon Community  
Foundation*

16  By eFiling

17  By Email

18  
19 Dated May 28, 2019.

20 **PERKINS COIE LLP**

21 By *s/ Sarah J. Crooks*

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25 *Attorneys for Defendant*