

If you had a Ceiling Price Agreement with Petro, Inc., d/b/a Petro Home Services, you could get a payment from a class action settlement

A federal court authorized this Notice of Class Action Settlement. It is not a solicitation from a lawyer. Contact the Settlement Administrator or the Lawyers for the Class listed below if you have any questions after reading this Notice. Do not contact the Court with questions.

Read this Notice carefully, as your legal rights may be affected whether or not you respond.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	This is the only way you get a payment. Submit an online Claim Form at www.pricingplansettlement.com . You can also download the Claim Form to submit by mail at www.pricingplansettlement.com or receive one by calling (833) 222-1169. If you cannot find the Personal Notice postcard mailed to you, call (833) 222-1169.	APRIL 2, 2020
OPT-OUT	Get out of the lawsuit and the Settlement. This is the only option that allows you ever to bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment from this Settlement.	MARCH 3, 2020
OBJECT	Notify the Court if you have any objections to the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted here.)	MARCH 3, 2020
GO TO A HEARING	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted here.)	MARCH 26, 2020
DO NOTHING	Get no payment. Also, give up right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefit Checks will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.

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BASIC INFORMATION

1. What is this Notice?

This Notice describes the benefits available from a proposed settlement of a class action lawsuit and your options. The company's records show that sometime between August 1, 2013 and September 30, 2016, you had a Ceiling Price Agreement¹ for heating oil or services with Petro, Inc., d/b/a Petro Home Services (referred to in this Notice as "Petro" or "Defendant").

If the Court approves the settlement and it becomes final, an administrator appointed by the Court will make the payments that the settlement provides.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Plaintiff alleges that Defendant's customers who entered into a Ceiling Price Agreement with Defendant did not receive their expected contractual benefits. Defendant contends that its contractual rates were adequately disclosed, consistent with its representations, and properly calculated based on the relevant market factors. The Court has not determined whether Plaintiff or Defendant is correct.

3. Why is there a settlement?

After several years of litigation and after arm's-length negotiations, the parties have agreed to a settlement in order to make cash benefits available to Petro's current and former customers. A settlement avoids the uncertainty, risks, and delay of litigation. Both the Class Representative and his attorneys believe that the settlement is fair, reasonable, adequate and equitable and in the best interests of the Settlement Class. Petro has agreed to the settlement but is not admitting any liability or breach with regard to Plaintiff or Class Members.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

Class Members entitled to receive a cash benefit under the settlement include all persons in the United States who, between August 1, 2013 and September 30, 2016, had a Ceiling Price Agreement with Petro.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Each Class Member who timely submits a valid Claim Form for each account with Petro will be eligible to receive a Cash Benefit, to be determined using Petro's business records. Specifically,

¹ All defined terms have the meaning ascribed thereto in the May 2, 2019 Class Action Settlement Agreement.

the Calculated Delivery Benefit Amount is, for each delivery, either: (a) Zero dollars (\$0), if the Ceiling Price was less than or equal to the Variable Price; or (b) the product of (i) the Ceiling Price minus the Variable Price and (ii) the number of gallons of oil purchased by the Class Member on the delivery date, if the Variable Price was less than the Ceiling Price. The Calculated Total Benefit Amount is the sum, across all oil deliveries during the Class Period where the Class Member was enrolled in a Petro Ceiling Plan Agreement, of the Calculated Delivery Benefit Amount.

If your Calculated Total Benefit Amount for an Account is \$5.00 or more, the Cash Benefit for such Account shall be equal to the Calculated Total Benefit Amount. If your Calculated Total Benefit Amount for an Account is less than \$5.00, the Cash Benefit for such Account shall be \$5.00 for each Account.

In the event that the Valid Claims, in the aggregate, exceed \$3,000,000.00, then each Claimant's Cash Benefit will be reduced *pro rata* such that Defendant's maximum liability, in the aggregate, shall not exceed \$3,000,000.00.

HOW TO GET A PAYMENT – SUBMIT A CLAIM FORM

6. How can I get a Cash Benefit?

To qualify for a Cash Benefit, you must timely submit the Claim Form using the Class Member identifier contained within the Personal Notice you received (if you received Personal Notice via email, the Class Member identifier is located in the subject line; if you received Personal Notice via mail, the Class Member identifier is located on the front of the postcard). To make a Claim, you must fill out the Claim Form available on this Settlement Website, www.pricingplansettlement.com. You can submit the Claim Form online, or you can print it and mail it to Pricing Plan Settlement, c/o JND Legal Administration, PO Box 91135, Seattle, WA 98111. If you cannot find the postcard and would like to have it mailed to you, call (833) 222-1169.

You must submit your Claim Form online or by mail before **April 2, 2020**.

Incomplete or untimely Claim Forms will render you ineligible to receive any payment under the settlement. Payments will be made only if the Court gives final approval to the Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

7. What happens if I don't send in a Claim Form?

If you don't send in a Claim Form and don't opt out from the Settlement as described in Section 8 below, you will still be bound by all the terms of the Settlement, including releasing the Released Claims as described in Section 9 below and will not receive any Cash Benefit from the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. How do I opt out from the Settlement?

You can opt out from the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you opt out, you cannot file a Claim or Objection to the Settlement.

To opt out, you must mail your Opt-Out request to the Settlement Administrator at Pricing Plan Settlement, c/o JND Legal Administration, PO Box 91135, Seattle, WA 98111, with copies mailed to Class Counsel and counsel for Defendant. The Opt-Out request must be postmarked to the Settlement Administrator by the Opt-Out Deadline set forth above.

FAILURE TO OPT OUT

9. What happens if I do not opt out from the Settlement?

If you are a Class Member and you do not opt out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the claims in the Settlement. This means that, in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Petro, Inc., d/b/a Petro Home Services and/or any of the Released Parties that involves the same legal Claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class also means that you agree to the following terms of the Settlement that describe exactly the legal claims that you give up:

Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, the Releasing Parties, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released, and forever discharged, waived, and relinquished any and all Released Claims against any of the Released Persons. The Releasing Parties 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 that may have.

The Releasing Parties hereby fully release and forever discharge the Released Persons from any and all Released Claims. The Released Claims specifically exclude claims for (i) personal injury, (ii) damage to property, and (iii) claims that accrue based on facts that occur after the Preliminary Approval Order.

Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code, which provides:

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

The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties expressly acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with

respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Persons, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Release Claims. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, suspect or unsuspected, contingent or absolute, whether existing now or arising in the future, whether asserted or that could or might have been asserted, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in, or could have been asserted in, the Action.

“Released Parties” means Petro, Inc., d/b/a Petro Home Services, and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as their respective current and former officers, directors, members, stakeholders, owners, employees, agents, attorneys and insurers, and sales representatives, including but not limited to any and all current and former directors, officers, employees and/or agents.

OBJECTING TO THE SETTLEMENT

10. How can an objection be made?

If you fall within the definition of a Class Member set forth above, you may object to the settlement. You may not object to the Settlement if you exclude yourself from the lawsuit by opting out. To object, you must file a written objection with the Clerk of the Court, the Settlement Administrator, and must also serve your written objection on the lawyers representing the Class and Petro at the addresses below.

You may also 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 paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline.

Your objection must include (a) the name of the case, *Donnenfeld v. Petro, Inc.*, Case No. 2:17-cv-2310-SIL; (b) your name, address, email, telephone number, and signature; (c) a statement of the nature of the objection, and the reasons and grounds for the objection; (d) copies of any papers you intend to present to the Court in support of the objection at the Fairness Hearing; (e) a statement of whether you intend to appear at the Final Approval Hearing, and, if you do intend to appear at the Final Approval Hearing through hired counsel, then the identity of all attorneys representing you who will appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify in support of the objection, if any; (g) a statement of your membership in the Settlement Class, including all the information required by the Claim Form; and (h) a detailed list of any other objections that you or your counsel have submitted in any state or federal court during the previous five (5) years. If you or your counsel have not objected to any other class action during the previous five (5) years, then you shall affirmatively state so in the objection.

Your objection must be filed with the Court and mailed so that it is postmarked by **March 3, 2020**. You have the right to retain a lawyer at your own expense to file your objection. If your lawyer intends to appear at the Fairness Hearing, your lawyer must file and serve a notice of appearance with the Clerk of the Court. Members of the Settlement Class who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be entitled to be heard at the Final Fairness Hearing.

By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Approval Hearing. You further consent to a deposition, at the request of Class Counsel or Defendant’s counsel, at least five (5) days prior to the Final Approval Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendant’s counsel:

Clerk of the Court	Settlement Administrator
Clerk of the United States District Court, Eastern District of New York Long Island Courthouse 100 Federal Plaza Central Islip, NY 11722	Pricing Plan Settlement c/o JND Legal Administration PO Box 91135 Seattle, WA 98111
Class Counsel	Defendant’s Counsel
Bruce H. Nagel, Esq. Randee M. Matloff, Esq. Nagel Rice, LLP 103 Eisenhower Parkway Roseland, NJ 07068	Julie E. Cohen, Esq. Skadden, Arps, Slate, Meagher & Flom LLP 4 Times Square New York, NY 10036

THE LAWYERS REPRESENTING YOU

11. Who is Class Counsel?

The Court has appointed the following lawyers as Class Counsel to represent you and the Settlement Class: NAGEL RICE, LLP.

To date, Class Counsel has worked on this case for three years and has not been compensated at all. As part of the Settlement, Class Counsel may apply to the Court to award them an amount not to exceed nine-hundred-seventy-five thousand dollars (\$975,000.00) from Defendant to pay their Attorneys’ Fees and Expenses. The award of Attorneys’ Fees and Costs will be paid by Defendants and does not reduce the monies available to the Class.

In addition, the named Class Representative in this case may apply to the Court for a Named Plaintiff Service Award in an amount to be determined by the Court as compensation for his efforts

in bringing this action and achieving the benefits of the Settlement on behalf of the Settlement Class. The sum paid for the Named Plaintiff Service Award will be paid out of the total Attorneys' Fees and Costs awarded.

THE FAIRNESS HEARING

12. Where and when is the Fairness Hearing?

The Court will hold a final Hearing on the fairness and adequacy of the proposed settlement and its terms, on March 26, 2020 at 11 AM before the Honorable Steven I. Locke, United States Magistrate Judge for the United States District Court for the Eastern District of New York, at 121 Hofstra University, Hempstead, NY 11549-1210, Room 202. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. *You do not have to appear at this Fairness Hearing.*

GETTING MORE INFORMATION

13. How do I get more information about the Settlement?

You can contact the Settlement Administrator at (833) 222-1169; or you may visit the Settlement Website at www.pricingplansettlement.com, where you will find the Claim Form, important pleadings (such as the complaint), the full Settlement Agreement, and answers to frequently asked questions about the settlement.

You may also contact Class Counsel listed above with any questions. You can also review the full court file for *Donnenfeld v. Petro, Inc.*, Case No. 2:17-cv-2310-SIL, during regular business hours in the Clerk's Office at 100 Federal Plaza, Central Islip, NY 11722.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR
PETRO WITH INQUIRIES ABOUT THE SETTLEMENT.**