

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

**IN RE: MOTOR FUEL TEMPERATURE)
SALES PRACTICES LITIGATION)
(This Document Relates to All Cases)) MDL No: 1840
)
) No: 07-md-1840-KHV-JPO**

**RENEWED MOTION OF PLAINTIFFS FOR ORDER CONDITIONALLY
CERTIFYING SETTLEMENT CLASSES, PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENTS, DIRECTING AND APPROVING DISTRIBUTION OF
CLASS NOTICE, SETTING HEARING FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENTS AND APPOINTING CLASS COUNSEL**

Exhibit 2

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into on October 11, 2012, between Casey’s General Stores, Inc., (“Casey’s,” as further defined herein) and the Class Representatives, on behalf of themselves and the purported class members in the proceedings entitled: *In re Motor Fuel Temperature Sales Practices Litigation*, Case No. 07-MD 1840-KHV-JPO, MDL No. 1840 (the “Action”). The Class Representatives and Casey’s are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Class Representatives are plaintiffs in various federal court actions filed against Casey’s and other defendants alleging common law claims and violations of various state consumer protection statutes, and other statutes, based on the marketing and sale of motor fuel; and

WHEREAS, on or about June 18, 2007, the Judicial Panel on Multidistrict Litigation granted a motion for consolidation for coordinated pretrial proceedings under 28 U.S.C. § 1407 and subsequently transferred the cases identified in the motion, as well as all tag-along cases, to the United States District Court for the District of Kansas; and

WHEREAS, among those consolidated cases were cases filed in Missouri and Kansas in which Casey’s was named as a defendant; and

WHEREAS, also among those consolidated cases were cases filed in Indiana, Oklahoma and Arkansas, in which Casey’s was not named as a defendant; and

WHEREAS, Casey’s owns and operates stores and sells motor fuel in the states of Indiana, Oklahoma and Arkansas and therefore could have been named as a defendant, in the cases that were originally filed in those states and consolidated into the aforementioned MDL; and

WHEREAS, all of the actions filed against Casey’s, as well as the cases filed in Indiana, Oklahoma and Arkansas (collectively, the “Casey’s Actions”) have been consolidated in

accordance with the MDL Panel's transfer orders, and are currently part of the MDL proceedings pending in the District of Kansas; and

WHEREAS, Casey's denies the allegations and all liability with respect to any and all facts and claims alleged in the Casey's Actions; and

WHEREAS, Class Representatives and Class Counsel represent that they have investigated the facts and law, have engaged in discovery and settlement negotiations relating to the Casey's Actions, and that this Settlement Agreement is a product of sustained, arm's length negotiations; and

WHEREAS, the Parties and their counsel have agreed to resolve the claims against Casey's, and only Casey's, as a class action settlement according to the terms of this Settlement Agreement;

WHEREAS, on September 28, 2012, the Court indicated that it was prepared to preliminarily approve the proposed settlement between Plaintiffs and Casey's subject to a modification to require Casey's to file regular compliance reports with the Court;

WHEREAS, Plaintiffs and Casey's have agreed to enter into this Settlement Agreement, which includes the modification required by the Court to preliminarily approve the proposed settlement; and

WHEREAS, Class Counsel and Class Representatives believe that this Settlement Agreement is fair, reasonable, and adequate because: (1) it provides for certification of a conditional Settlement Class, even though the Court has not yet determined whether any or all of the Casey's Actions could properly be brought or maintained as a class action in any state other than Kansas, and (2) it provides Injunctive and Other Relief of value to the Settlement Class in exchange for Settlement Class Members' release of their claims against only Casey's;

NOW THEREFORE, it is hereby stipulated and agreed as follows by the undersigned, on behalf of the Class Representatives, the Settlement Class, Class Counsel, and Casey's:

1. Definitions

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

1.1 Attorneys' Fees Award. Any amount awarded by the Court to Class Counsel as attorneys' fees and costs as contemplated by section 7, but in no event to exceed the amount specified in said section 7. Costs related to Notice are not included in the costs that are part of the Attorneys' Fees Award.

1.2 Automatic Temperature Compensation Equipment or ATC. Equipment capable of producing "Automatic Temperature or Density Compensation" as defined in Appendix D to Handbook 44, in the context of the retail sale of motor fuel.

1.3 Casey's or the Company. Casey's General Stores, Inc., Casey's Marketing Company, Casey's Retail Company, any and all of their present, former or future parents, subsidiaries, affiliates, divisions, agents, successors, predecessors, assignors, assignees and/or assigns, and each of their respective present, former or future officers, directors, shareholders, insurers, agents and employees.

1.4 Class Counsel. The Lead and Liaison Counsel appointed by the Court: Robert A. Horn, Thomas V. Girardi, George A. Zelcs and Thomas V. Bender.

1.5 Class Representatives. Charles Jones (Arkansas), Victor Ruybalid (Indiana), Matthew Cook (Kansas), Brent Donaldson (Missouri), and Craig Massey (Oklahoma).

1.6 Confidential Information. All documents and things provided to Class Counsel by Casey's during the course of the Casey's Actions, whether by formal discovery or otherwise, Casey's has in good faith designated as confidential commercial information or trade secret information, and shall not include material that is in the public domain, or otherwise enters the public domain through no fault of Class Representatives or Class Counsel.

1.7 Court. The Honorable Kathryn H. Vratil, United States District Judge, District of Kansas, or such other judge to whom the Casey's Actions may hereafter be assigned.

1.8 Casey's Counsel or Company Counsel. Martin M. Loring and the law firm of Husch Blackwell, LLP

1.9 Effective Date. The last date on which all of the following have occurred:

- a. The Court enters the Final Judgment finally approving this settlement in a manner substantially consistent with the terms and intent of this Settlement Agreement; and either: (i) thirty-five (35) days have passed after completed service on the parties to the Casey's Actions and all objectors to the settlement of the Casey's Actions, if any, of notice of entry of the Court's Final Judgment finally approving this settlement, and every order awarding attorneys' fees, and within such time no appeal is taken or extension for such appeal is granted, or (ii) if an appeal is taken or an extension for such appeal is granted with respect to the Court's Final Judgment finally approving this settlement, the date when all appellate rights with respect to the Final Judgment have expired or have been exhausted in such a manner as to affirm the Final Judgment, and when no further appeals are possible, including review by the United States Supreme Court, and the appellate court has by final order affirmed the Court's Final Judgment finally approving this settlement, or has denied review, or the appellant otherwise has exhausted all appellate remedies.

1.10 Final Judgment. The Final Judgment and Order of Dismissal with Prejudice to be entered by the Court substantially consistent with this Settlement Agreement.

1.11 Notice. The notice to be given to the Settlement Class in accordance with any order of the Court.

1.12 Parties. The Class Representatives, on behalf of themselves and the Settlement Class Members, and Casey's.

1.13 Released Parties. Casey's and its present, former, and future subsidiaries, affiliates, divisions, agents, successors, predecessors, assignors, assignees and/or assigns, and each of their respective present, former or future, officers, directors, shareholders, insurers, agents and employees. Notwithstanding any other provision in this Settlement Agreement, where such person or entity is or was a subsidiary of Casey's, "Released Parties" includes

such person or entity only for the time period during which such person or entity is or was a subsidiary of Casey's.

1.14 Retail Stations. Motor fuel stations owned by Casey's in the States at Issue.

1.15 Settlement Agreement. This agreement, together with all of its exhibits.

1.16 Settlement Class Members or Settlement Class. All persons who fall within the settlement class contemplated by this Settlement Agreement to be certified by the Court and who do not opt out in accordance with such procedures as are established by the Court in accordance with Rule 23 of the Federal Rules of Civil Procedure.

1.17 States at Issue or Settlement States. The States of Arkansas, Indiana, Kansas, Missouri, and Oklahoma.

1.18 Term. This Settlement Agreement will be implemented over a five-year period beginning on the Effective Date. To the extent that the Implementation Date in any of the Settlement States, as defined in Section 4.4 below, is later than the Effective Date, the five-year Term shall begin in that State on the Implementation Date.

2. The Settlement Class

2.1 Settlement Class. For settlement purposes only, the Parties agree that the Court may certify a Settlement Class consisting of the following five (5) subclasses pursuant to all provisions of Federal Rule of Civil Procedure 23, defined as follows:

- a. *Arkansas Purchasers Subclass:* All persons who, between January 1, 2001 and the date of preliminary approval of this Settlement Agreement, purchased motor fuel from Casey's in the State of Arkansas, excluding: (a) officers and employees of Casey's or its affiliates; and (b) the Court, and members of the Court's immediate family. Class representative: Charles Jones.
- b. *Indiana Purchasers Subclass:* All persons who, between January 1, 2001 and the date of preliminary approval of this Settlement Agreement, purchased motor fuel from Casey's in the State of Indiana, excluding: (a) officers and employees of Casey's or its affiliates; and (b) the Court, and members of the Court's immediate family. Class representative: Victor Ruybalid.

- c. *Kansas Purchasers Subclass*: All persons who, between January 1, 2001 and the date of preliminary approval of this Settlement Agreement, purchased motor fuel from Casey's in the State of Kansas, excluding: (a) officers and employees of Casey's or its affiliates; and (b) the Court, and members of the Court's immediate family. Class representative: Matthew Cook.
- d. *Missouri Purchasers Subclass*: All persons who, between January 1, 2001 and the date of preliminary approval of this Settlement Agreement, purchased motor fuel from Casey's in the State of Missouri, excluding: (a) officers and employees of Casey's or its affiliates; and (b) the Court, and members of the Court's immediate family. Class representative: Brent Donaldson.
- e. *Oklahoma Purchasers Subclass*: All persons who, between January 1, 2001 and the date of preliminary approval of this Settlement Agreement, purchased motor fuel from Casey's in the State of Oklahoma, excluding: (a) officers and employees of Casey's or its affiliates; and (b) the Court, and members of the Court's immediate family. Class representative: Craig Massey.

Class Representatives shall move for certification of the Settlement Class contemporaneously with their renewed motion for final approval of this settlement, and Casey's will not object to certification of the Settlement Class necessary to effectuate this Settlement and will not object to final approval of the Settlement. Class Representatives will provide a copy of said motions to Casey's within a reasonable time prior to filing.

2.2 Decertification of the Settlement Class if Settlement Not Approved. If the Court does not grant final approval of the settlement reflected in the Settlement Agreement, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Casey's Actions as if the Settlement Agreement had not been entered into. In the event that Final Approval is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class; and (b) the fact of the settlement reflected in this Settlement Agreement, that Casey's did not oppose the certification of any class under this Settlement Agreement, or that the Court preliminarily approved the certification of any Settlement Class, shall not be used or cited thereafter by any person or entity in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

2.3 Amendment of Complaints. Class Representatives shall seek Court approval, and Casey's will consent, to amend, or, if complaints were previously voluntarily dismissed without prejudice, to re-file complaints in Arkansas, Indiana and Oklahoma so as to add Casey's as a defendant to those cases for the sole purpose of obtaining certification of a settlement class and approval of this Settlement Agreement. All paperwork necessary to accomplish such amendments will be completed by Class Counsel.

3. Notice

3.1 Manner of Giving Notice. Notice of this Settlement Agreement shall be given in accordance with such notice ordered by the Court, and is contemplated to consist principally of nationwide print publication and online communication of an appropriate Notice which will direct class members to a website to be maintained by Class Counsel. Said website shall disclose the terms of this Settlement Agreement in an appropriate manner to be approved by the Court. Such Notice shall be designed and issued by Class Counsel and shall be reasonably calculated, subject to Court approval, to provide the reach and content necessary to give appropriate notice to a reasonable portion of the Settlement Class in accordance with constitutional requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. The Parties acknowledge that it is the present intention of Class Counsel that such Notice shall be in the form of a combined notice of settlement with Casey's and such other defendants as may have settled by the time such Notice is given. Casey's and its counsel will not object to the Notice, provided that the Court finds that it complies with the requirements Rule 23 of the Federal Rules of Civil Procedure, except that Casey's reserves the right to object if the Notice plan includes the posting of notice on the premises of retail stations owned or operated by Casey's.

3.2 Cost of Class Notice. Within ten (10) business days after the date of preliminary approval of this Settlement Agreement, Casey's shall pay to Class Counsel the sum of One Hundred Thousand Dollars (\$100,000) (the "Notice Amount"), which sum shall be utilized by Class Counsel towards the cost of Notice. All costs of such Notice shall otherwise be borne solely by Class Counsel and not by Casey's. The payment of the Notice Amount shall be in addition to the payment of the sum mentioned in paragraph 7 below, and it is understood that the Notice Amount shall be the sole and exclusive cost incurred by

Casey's with respect to the issuance and publication of such Notice. Should this Settlement Agreement not receive final approval or the Settlement otherwise terminate prior to final approval, within ten (10) business days of such event Class Counsel shall return to Casey's any portion of the Notice Amount that is unspent or uncommitted at the time of such event.

4. Consideration

4.1 Casey's agrees to the following:

4.2 Conversion to ATC at Existing Stations. Subject to the other provisions in this Settlement Agreement, and in accordance with the schedule and Implementation Period(s) set forth in Section 4.4 and its sub-sections below, Casey's will convert all of the motor fuel dispensers at all Retail Stations in the Settlement States to Automatic Temperature Compensation Equipment. If the standard practice in any of the States listed in this paragraph changes such that sales of motor fuel to a material number of retailers are made on a non-temperature corrected basis and if the majority of Casey's wholesale purchases for sale in that State are made on a non-temperature corrected basis within any fiscal year during the Agreement Term, the requirement that Casey's convert all of the motor fuel dispensers at all Retail Stations in that State to Automatic Temperature Compensation Equipment shall cease until such time that Casey's purchases a majority of its wholesale purchases in that State on a net basis within any fiscal year.

4.3 Installation of ATC at New Stations. Subject to the other provisions in this Settlement Agreement, Casey's will install Automatic Temperature Compensation Equipment on all motor fuel dispensers at any new Retail Station in the Settlement States opened during the Agreement Term. If the standard practice in any of the States listed in this paragraph changes such that sales of motor fuel to a majority of retailers are made on a non-temperature corrected basis and if the majority of Casey's wholesale purchases for sale in that State are made on a non-temperature corrected basis within any fiscal year during the Agreement Term, the requirement that Casey's install Automatic Temperature Compensation Equipment at new Retail Stations in that State shall cease until such time that Casey's purchases a majority of its wholesale purchases in that State on a net basis within any fiscal year.

4.4 Implementation Period. Subject to all the other provisions in this Settlement Agreement, Casey's will complete the conversion and installation of ATC in each of the Settlement States as set forth in sections 4.2 and 4.3 above in accordance with the following schedule, beginning on "the Implementation Date," which shall be the later of the Effective Date or the date upon which, in such Settlement State, final regulatory approval has been issued and received for the use of ATC for the retail sale of motor fuel (it is hereby acknowledged that the Implementation Date may be a different date in any or each of the Settlement States due to differences in regulatory approval):

4.4.1 Within two years of the Implementation Date in any of the Settlement States, and subject to section 4.6, Casey's will convert to Automatic Temperature Compensation Equipment at least 10% of the motor fuel dispensers in the Retail Stations in such State.

4.4.2 Within three years of the Implementation Date in any of the Settlement States, and subject to section 4.6, Casey's will convert to Automatic Temperature Compensation Equipment at least 40% of the motor fuel dispensers in the Retail Stations in such State.

4.4.3 Within four years of the Implementation Date in any of the Settlement States, and subject to section 4.6, Casey's will convert to Automatic Temperature Compensation Equipment at least 70% of the motor fuel dispensers in the Retail Stations in such State.

4.4.4 Within five years of the Implementation Date in any of the Settlement States, and subject to section 4.6, Casey's will convert to Automatic Temperature Compensation Equipment 100% of the motor fuel dispensers in the Retail Stations in such State.

4.5 Force Majeure. Casey's shall not be liable for failure to perform any obligation set forth in this Settlement Agreement, and any such failure shall not be considered a breach of or noncompliance with the terms of this Settlement Agreement, for the period during which such failure results from the actions or omissions of a third party or other cause beyond Casey's control. This provision shall apply, by way of example without limitation, if, and during any period when, Casey's is unable to procure or install ATC equipment at reasonable market-based

prices that are consistent with the historical prices for such equipment and installation services. It shall also apply, by way of example without limitation, if Casey's is unable to meet the implementation schedule set forth in section 4.4 above due to delays in any regulatory approval that is required by law.

4.6 Regulatory Approval. Within 30 days after the Effective Date, Class Counsel and Company Counsel shall provide each other with any and all non-privileged evidence in their possession concerning whether or not each of the Settlement States allows or prohibits ATC. Class Counsel and Plaintiffs acknowledge that as of the date of signing of this Settlement Agreement, it is the position of Casey's that the Settlement States do not currently approve the use of ATC for retail sales of motor fuel. If on the Effective Date, in the good faith judgment of the Company there is any regulatory approval required as a matter of law, the Company shall so notify Class Counsel. Class Counsel agree to take all reasonable steps to seek such regulatory approval required by law from each of the Settlement States. Casey's shall have no obligation to take any steps or action of any kind to seek to obtain any such regulatory approval, nor shall Casey's have any obligation to begin the Conversion or Installation process referenced in Sections 4.2 and 4.3 above in any of the Settlement States unless and until such regulatory approval has been issued and obtained in such state.

It is understood, recognized and acknowledged by the Parties that regulatory approval for the permissive use of ATC in any or all of the Settlement States shall cause the requirements of this section to be imposed upon Casey's as if mandatory. Casey's is therefore agreeing that it will begin the implementations and conversions referenced above even though the regulatory approval may be for permissive, and not mandatory, use of ATC within the Settlement State or States. Casey's is therefore giving up the option of not using ATC in the event of regulatory approval of permissive use of ATC, and is agreeing to incur the cost and expense of the implementation and conversion process even though its competitors in such state may not be required to do so. This is considered by Casey's and acknowledged by Class Plaintiffs and Class Counsel to be a significant, valuable and important compromise on Casey's part.

In the event of denial or non-issuance of any necessary regulatory approval in a Settlement State, or a final adjudication of any legal challenge that upholds any such denial or

non-issuance, the Retail Stations in that State will be excluded from the requirements of Section 4.1 through 4.6.

4.7 Sticker Disclosures at Casey's Pumps. Casey's agrees that within 240 days after the Effective Date, and to the extent not otherwise prohibited by federal, state or local law or regulatory agency, and irrespective of whether or not the Conversion or Installation process referenced above has begun, Casey's will complete the process of installing stickers on its pumps in the Settlement States. Such stickers shall generally disclose (1) whether the motor fuel being sold is or is not adjusted for temperature; (2) the potential effect of temperature on the volume and energy content of motor fuel, and (3) such other information as Casey's chooses to include with respect to the energy content or other aspects of the motor fuel being sold. Except as generally required in the preceding sentence of this section 4.7, the specific content, shape, size, color, placement location, and all other aspects of these stickers shall be subject to the sole and exclusive control of Casey's and neither Class Plaintiffs nor Class Counsel shall have any right to impose any other requirement upon Casey's with respect to these stickers.

5. Settlement Procedures

5.1 Final Approval and Dismissal. Within a reasonable time following the execution of this Settlement Agreement by all Parties, Class Representatives shall move the Court for an order for final approval of this settlement. It is contemplated and understood that such motion may be filed in conjunction with motions seeking approval of other settlements with other defendants in the litigation. Class Representatives shall request from the Court a Final Judgment and Order of Dismissal, to be agreed upon by the Parties in advance of such motion, specifically including provisions:

5.1.1 finding that the Parties have submitted to the jurisdiction of the Court for purposes of settlement, that the Court has personal jurisdiction over the parties and all Settlement Class Members, and that the Court has subject matter jurisdiction to approve the settlement;

5.1.2 finding that the Notice was the best notice practicable under the circumstances and was due and sufficient notice to the Settlement Class, and that such notice fully satisfies the requirements of due process and applicable law;

5.1.3 approving this settlement and finding it is fair, reasonable and adequate, and in the best interests of the Settlement Class;

5.1.4 confirming that the Class Representatives and the Settlement Class shall be deemed to have released all claims against Casey's, as described in Section 6 below, and permanently barring and enjoining Class Representatives and any member of the Settlement Class from asserting, commencing, prosecuting, or continuing any of the Released Claims against Casey's;

5.1.5 dismissing Casey's from the Casey's Actions with prejudice, each party to bear its own costs, subject to the Court's retaining jurisdiction over the enforcement of the terms of this Settlement Agreement; and

5.1.6 determining that the Final Judgment and Order of Dismissal shall be final and appealable.

5.2 If the Court certifies any class or enters any orders relating to Class Representatives and Class Counsel, such actions shall not be an adjudication of any fact or issue for any purpose other than the effectuation of this Agreement and shall neither be considered as law of the case or *res judicata* nor shall have collateral estoppel effect in this or any other proceeding. In the event that Final Approval is not achieved, the Court's orders contemplated by this section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity for any purpose in the Casey's Actions, any other action, case, proceeding or suit, or otherwise.

6. Release of Claims

6.1 Release of Class Claims. Upon the Effective Date, Class Representatives and each Settlement Class Member, and each of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim or could claim through them or assert claims on their behalf, will be deemed and adjudged to have completely released and forever discharged the Released Parties, and each of them, from any claim, right, demand, charge, complaint, action, cause of action, obligation or liability, including but not limited to any claims for declaratory or injunctive relief, or for any type of restitution or damages or any other relief

whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, which the Class Representatives or any Settlement Class Member now has or ever had, from the beginning of the world to the Effective Date, resulting from, arising out of or in any way directly or indirectly connected to claims that are, were, or could have been asserted in the Casey's Actions, and further specifically including, though not limited to, any and all claims that were or could have been asserted in the Casey's Actions for misrepresentation, misstatement, omissions, unconscionability, fraud, breach of contract, quasi-contract, quantum meruit, unjust enrichment, or violation of state consumer protection statutes, related to the retail sale of motor fuel or the disclosure or non-disclosure of the temperature, energy content, or other characteristics or qualities of motor fuel.

6.2 Bar to Future Suits. Except for the enforcement of the final judgment entered pursuant to this Settlement, Class Representatives and Settlement Class Members shall be enjoined from prosecuting any proceeding against any Released Party with respect to the conduct, services, fees, charges, actions or omissions of any Released Party relating to any matters within the scope of the release in this section or actions taken by a Released Party that are authorized or required by this Settlement Agreement or by the Final Judgment. The Court shall retain jurisdiction to enforce the judgment, releases and bar to suits contemplated by this Settlement Agreement. It is further agreed that the Settlement Agreement and the Final Judgment may be pleaded as a complete defense to any proceeding subject to this section as to Casey's. This bar, and all provisions of this paragraph 6, and all of its subparts, and all other paragraphs and sections of this document, are agreed to because of the valuable benefits conferred on members of the class by this Settlement, the extended period of time that would be required to come to some other resolution, and the uncertain nature of any resolution absent this Settlement.

7. Attorneys' Fees and Costs

7.1 Application. Class Counsel may apply to the Court for an award of fees and costs (as defined, "Attorney's Fees Award") with respect to the claims against Casey's in the Casey's Actions (the "Fee Application"). Class Counsel agree to request, and Casey's has agreed to pay, the amount of Seven Hundred Thousand Dollars (\$700,000.00) to Class Counsel as an Attorneys' Fees Award, upon approval of such award by the Court. Casey's does not agree to

pay, Class Counsel will not seek from the Court as against Casey's, and Class Counsel in no event will ever seek to collect from Casey's, an amount in excess of \$700,000.00 as an Attorneys' Fees Award with respect to the settlements contemplated and agreed to herein. The fee amount referenced in this sub-section was negotiated separately from the matters negotiated and agreed to in sections 4 and 6 above, and was agreed to only after the parties and their counsel had already agreed to the terms and provisions of sections 4 and 6.

7.2 Service of Fee Application on Objectors. Class Counsel shall serve any Fee Application on all Settlement Class Members who file objections to the Settlement Agreement.

7.3 Timing. The Parties agree that any Attorneys' Fees Award shall be payable by Casey's in accordance with any payment schedule set by the Court.

7.4 Incentive Awards to Class Representatives. Class Counsel will ask that the Court provide for an incentive fee for the Class Representatives in the amount of \$2,500 each. If the Court awards this amount or any other amount, it will be deducted from the Attorneys' Fees Award.

8. Continuing Jurisdiction; Compliance Reporting

8.1 Continuing Jurisdiction. The Court shall have continuing jurisdiction to enforce the terms of this Settlement Agreement and to enforce the Final Judgment. The Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of the Settlement Agreement.

8.2 Compliance Reporting. Beginning on the date that is six (6) months after the Effective Date, and within each six (6) month period thereafter during the Term of this Settlement Agreement, Casey's will file with the Court and serve on Class Counsel a status report describing Casey's compliance with the requirements of section 4.

9. Exception for Compliance with Legislative/Regulatory Requirements

To the extent that any local, state, or federal legislative or regulatory body or agency has adopted or adopts legislation, regulations, or rules or policies that conflict with or impose

requirements substantially similar to the terms of the Settlement Agreement, then compliance by Casey's with any such legislation, regulations, or rules or policies shall be deemed to constitute satisfaction of the terms of the Settlement Agreement. Nothing in this Settlement Agreement shall be construed or applied so as to require Casey's to engage in any conduct, action or inaction that Casey's believes in reasonable good faith to violate any applicable federal, state or local law or regulation. In the event Casey's concludes that it is legally required to depart from or act in a manner inconsistent with the requirements of this Settlement Agreement, Casey's shall, to the extent practicable, provide notice of such to Class Counsel.

10. Return of Confidential Information

Class Counsel, on behalf of themselves and any expert witnesses and consultants retained by them, acknowledge that during the course of the Actions, they have received Confidential Information. No later than sixty (60) days after the Effective Date, Class Counsel will return to Casey's all Casey's Confidential Information and will certify under oath that they and their expert witnesses and consultants do not retain any copies or summaries or compilations or indices of such information.

This provision is not intended to cover work product of Class Counsel, but is intended to cover Confidential Information that might simply be attached to any work product.

Class Counsel also will not use any of the Confidential Information learned or obtained in the Casey's Actions for any purpose after the Effective Date.

11. Notices

Any communication sent by any Party in connection with this Settlement Agreement other than the Notice to Class Members set forth in section 3 above and in the Original Settlement Agreement shall be sent by email and certified mail, return receipt requested, as follows:

**To Class Representatives:
Robert A. Horn
Horn Aylward Bandy, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
bhorn@hab-law.com**

**To Casey's:
Martin M. Loring
Husch Blackwell, LLP
4801 Main, Suite 1000
Kansas City, Missouri 64112
martin.loring@huschblackwell.com**

and

**Julia L. Jackowski
Senior Vice-President and General Counsel
Casey's General Stores, Inc.
One S.E. Convenience Blvd.
Ankeny, Iowa 50021**

12. Publicity

Any comments for publication in any media by Class Counsel or Class Representatives concerning the Settlement Agreement shall not provide any substantive information concerning the Agreement or any of its terms. Class Counsel and Class Representatives shall not disparage the business or reputation of Casey's or Casey's counsel, make any statement concerning the negotiations which culminated in this Agreement, or mischaracterize the Agreement or any of its terms. Class Counsel and Class Representatives recognize that this provision has significant value to Casey's.

13. Representations and Warranties

13.1 No Additional Persons with Financial Interest. Class Representatives and Class Counsel represent and warrant that all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with this Settlement will seek any award of attorney's fees or costs with this Court pursuant to the Court's preliminary approval order, and that, after reasonable diligence and inquiry, they are not currently aware of any such person aside from Class Counsel.

13.2 Parties Authorized to Enter into Settlement Agreement. Class Representatives, Class Counsel, and Casey's represent and warrant that he, she, or it is fully authorized to enter into this Settlement Agreement and to carry out the obligations provided for herein. Each person executing this Settlement Agreement on behalf of a Party covenants,

warrants and represents that he is and has been fully authorized to do so by such Party. Each Party hereto further represents and warrants that he, she, or it intends to be bound fully by the terms of this Settlement Agreement.

13.3 No Attempt by Parties to Object. Class Representatives and Class Counsel and Casey's each represent and warrant that they have not made nor will they make any effort or attempt (a) to void or impair the enforceability of any element of this Settlement Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the Settlement Agreement.

14. Miscellaneous

14.1 No Liability. This Settlement Agreement is not, is not intended to be, and will not under any circumstances be deemed to be, an admission or acknowledgement by any party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in the Casey's Actions, nor the waiver of any defense.

14.2 No Construction Against Drafter. This Settlement Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Settlement Agreement.

14.3 Signatures. Signature by facsimile or in PDF format will constitute sufficient execution of this Settlement Agreement. Original signatures must be available upon request.

14.4 Execution in Counterparts. This Settlement Agreement shall become effective upon its execution by all Parties. The Parties may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

14.5 Invalidity on Modification or Disapproval. In the event any court disapproves or sets aside this Settlement Agreement or any material part of this Settlement Agreement for any reason, or holds that it will not enter or give effect to the Final Judgment without material modification, or holds that the entry of the Final Judgment or any material part thereof should be overturned or modified in any material way, then:

(A) If all Parties do not agree jointly either to such modification or to appeal such ruling, this Settlement Agreement will become null and void, and the Casey's Actions will continue, and the Parties stipulate to joint motions (i) that any and all orders entered pursuant to this Settlement Agreement be vacated, and (ii) that any and all dismissals pursuant to this Agreement will be vacated; or

(B) If the Parties do agree to jointly appeal such ruling and if the Final Judgment or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Agreement will become null and void, and the Casey's Actions will continue, and the Parties stipulate to joint motions (i) that any and all orders entered pursuant to this Agreement be vacated, including, without limitation, any order modifying the class certification order or permitting amendment of the complaint to conform the complaint to the class definition set out in section 2.1, and (ii) that any and all dismissals pursuant to this Agreement will be vacated.

14.6. Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives or by court order modifying the Settlement Agreement based on changed circumstances.

14.7 Modification. Prior to entry of the Final Judgment, this Agreement may, with approval of the Court, be modified by written agreement of Class Counsel and Casey's Counsel in their discretion without giving any additional notice to the Class, provided that such modifications are not materially adverse to the Class.

Subsequent to the Final Approval Order and Judgment becoming a Final Judgment, this Agreement may, with approval of the Court, be modified by written agreement of Class Counsel and Casey's Counsel in their discretion without giving any additional notice to the Settlement Class Members, provided that such modifications do not limit the rights of the Settlement Class Members under the Agreement.

14.8 Best Efforts. Class Counsel and Class Representatives and Casey's will use their best efforts to seek approval of the Settlement Agreement by the Court, including amendment of the complaint to incorporate the definition of the Settlement Class, if necessary, and in responding to any objectors, intervenors or other persons or entities seeking to preclude the final approval of this Settlement Agreement.

14.9 Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of the Parties' counsel.

14.10 Governing Law. Except where otherwise provided for herein, this Settlement Agreement is intended to and shall be governed by the laws of the State of Kansas.

14.11 Agreement Binding on Successors in Interest. This Settlement Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

14.12 Advocacy by Organizations With Which Casey's Is Affiliated. Nothing in this Settlement Agreement shall restrict or constrain Casey's membership in, support of, or participation in any manner in industry or trade organizations which may, from time to time, engage in private or public advocacy on ATC or other similar issues involved in this litigation. It shall not be considered a breach of this Settlement Agreement by Casey's if any such organization with which it is affiliated in any way engages in any such advocacy.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the day and year indicated below.

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: 10-18, 2012



CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: _____, 2012

THOMAS V. GIRARDI

Dated: _____, 2012

GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: 10-17, 2012

Victor Ruybalid

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: _____, 2012

THOMAS V. GIRARDI

Dated: _____, 2012

GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: 10-16, 2012

Brent D. Donaldson
BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: _____, 2012

THOMAS V. GIRARDI

Dated: _____, 2012

GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Date: _____, 2012

CHARLES JONES (ARKANSAS)

Date: _____, 2012

VICTOR RUYBALEID (INDIANA)

Date: _____, 2012

MATTHEW COOK (ILLINOIS)

Date: _____, 2012

BRENT DONALDSON (MISSOURI)

Date: 10-19, 2012



GREG MASSEY (CALIFORNIA)

CLASS COUNSEL, ON BEHALF OF CLASS REPRESENTATIVES

Date: _____, 2012

ROBERT A. HORN

Date: _____, 2012

THOMAS V. GERARD

Date: _____, 2012

GEORGE A. ZILCS

Date: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

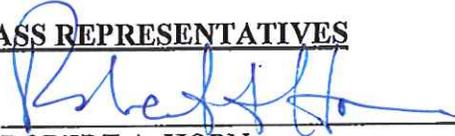
Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: 10-12-, 2012


ROBERT A. HORN

Dated: _____, 2012

THOMAS V. GIRARDI

Dated: _____, 2012

GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: _____, 2012



THOMAS V. GIRARDI

Dated: _____, 2012

GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: _____, 2012

THOMAS V. GIRARDI

Dated: 10/17, 2012



GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS

Dated: _____, 2012

CHARLES JONES (ARKANSAS)

Dated: _____, 2012

VICTOR RUYBALID (INDIANA)

Dated: _____, 2012

MATTHEW COOK (KANSAS)

Dated: _____, 2012

BRENT DONALDSON (MISSOURI)

Dated: _____, 2012

CRAIG MASSEY (OKLAHOMA)

CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES

Dated: _____, 2012

ROBERT A. HORN

Dated: 10/11, 2012



THOMAS V. GIRARDI

Dated: _____, 2012

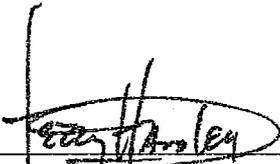
GEORGE A. ZELCS

Dated: _____, 2012

THOMAS V. BENDER

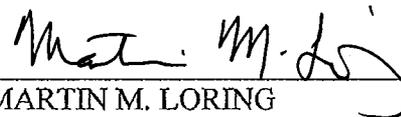
CASEY'S GENERAL STORES, INC.

Dated: October 10, 2012

BY: 
ITS: Chief Operating Officer

COUNSEL FOR CASEY'S GENERAL STORES, INC.

Dated: October 11, 2012


MARTIN M. LORING