

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

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

Exhibit 6

**STIPULATION OF CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

This Stipulation of Class Action Settlement, Agreement, and Release ("Settlement Agreement") is entered into effective March 15, 2012, between Dansk Investment Group, Inc. ("Dansk") (formerly known as USA Petroleum Corporation) and the Class Representatives, on behalf of themselves and the purported class members in the proceeding entitled: Lerner v. Costco Wholesale Corporation et al., C.D. Cal. Case No. 07 CV-07-01216 GHK-FMDX (the "Action"). Class Representatives and Dansk are collectively referred to as the "Parties."

RECITALS

WHEREAS, Class Representatives are plaintiffs in the Action filed against Dansk and other defendants alleging common law claims and violations of consumer protection statutes, based on the marketing and sale of motor fuel at temperatures above 60 degrees Fahrenheit without adjustment for the fuel's temperature;

WHEREAS, on June 18, 2007, the Judicial Panel on Multidistrict Litigation ("MDL Panel") 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;

WHEREAS, the Action filed against Dansk has 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;

WHEREAS, Class Representatives filed their Second Consolidated Amended Complaint on December 1, 2008, and defendants, including Dansk, filed a Second Consolidated Answer on January 12, 2009;

WHEREAS, Dansk denies the allegations and all liability with respect to any and all facts and claims alleged in the Action;

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 Action, and this Settlement Agreement is a product of sustained, arm's length negotiations;

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



WHEREAS, Class Counsel and Class Representatives believe that this Settlement Agreement is fair, reasonable, and adequate because: it provides Injunctive Relief of value to the Settlement Class in exchange for Settlement Class Members' release of their claims against only Dansk;

NOW THEREFORE, it is hereby stipulated and agreed by the undersigned, on behalf of the Class Representatives, the Settlement Class, Class Counsel, and Dansk:

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 8.

1.2 Automatic Temperature Compensation Equipment or ATC. Retrofit 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 Class Counsel. The Lead and Liaison Counsel appointed by the Court: Robert A. Horn, Thomas V. Girardi, George Zelcs and Thomas V. Bender, as well as Larry Sackey and William Litvak, the plaintiffs' counsel in the Action.

1.4 Class Representatives. Phyllis Lerner and Herb Glazer.

1.5 Dansk. Includes: Dansk Investment Group, Inc., USA Petroleum Corporation, Moller Investment Group, Inc., Palisades Gas and Wash, Inc., and John Moller individually.

1.6 Confidential Information. All documents and things provided to Class Counsel by Dansk during the course of the Action, whether by formal discovery or otherwise.

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

1.8 Dansk's Counsel. Craig J. de Recat and Robert Begland of Manatt, Phelps & Phillips, 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 the Settlement Agreement; and either: (i) Thirty-five (35) days have passed after completed service on the parties to the Action and all objectors to the settlement of the Action, 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 in the form of Exhibit A attached hereto.

1.11 Parties. The Class Representatives, on behalf of themselves and the Settlement Class Members, and Dansk.

1.12 Released Parties. Dansk and its present, former, and future subsidiaries, affiliates, divisions, associates, agents, successors, predecessors, assignors, assignees, and/or assigns and each of their respective present, former or future, officers, directors, shareholders, agents and employees.

1.13 Retail Stations. Motor fuel stations presently owned and/or operated by Dansk in California.

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

1.15 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 did not opt out.

1.16 Term. This Settlement Agreement will be implemented over a three-year period beginning on the Effective 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 persons: All persons who, between January 1, 2001 and the date of this Agreement, purchased motor fuel from Dansk in the State of California, excluding: (a) officers and employees of Dansk or its affiliates; and (b) the Court, and members of the Court's immediate family.

2.2 Certification of Settlement Class. Class Representatives shall move for certification of the Settlement Class contemporaneously with their renewed motion for final approval of this settlement. Class Representatives will provide a copy of the motion to Dansk prior to filing.

2.3 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 Lerner Action 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; and (b) the fact of the settlement reflected in this Settlement Agreement, that Dansk 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, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

3. Notice

3.1 Manner of Giving Notice. Posting of the Court-approved Notice at all Dansk stations, the settlement website and in a newspaper of general circulation in the geographic area at or near Dansk's stations.

4. Consideration.

4.1 Dansk agrees to the following:

4.2 Conversion to ATC. Subject to the other provisions in this Agreement, Dansk will convert all of the motor fuel dispensers at the Retail Stations in the State of California to Automatic Temperature Compensation Equipment by installing pump manufacture approved ATC retrofit equipment. Dansk is not required to install new motor fuel dispensers with Automatic Temperature Compensation Equipment.

4.3 Installation of ATC. Subject to the other provisions in this Agreement, Dansk will install Automatic Temperature Compensation Equipment on all motor fuel dispensers at any new Retail Station in California opened during the Agreement Term.

4.4 Implementation Period. Subject to the other provisions in this section, Dansk will complete the conversion and installation of ATC at all Retail Stations as set forth in sections 4.2 and 4.3 above within three years of the Effective Date in accordance with the following schedule:

4.4.1 Within one year of the Effective Date, subject to sections 4.5 and 4.6, Dansk will have converted to Automatic Temperature Compensation Equipment the lesser of (a) 33% of its motor fuel dispensers; or (b) all of the motor fuel dispensers where it can lawfully do so in light of the regulatory approvals required and received as of six months after the Effective Date.

4.4.2 As of the end of the second year after the Effective Date, subject to sections 4.5 and 4.6, Dansk will have converted to Automatic Temperature Compensation Equipment the lesser of (a) 66% of the motor fuel dispensers; or (b) all of the motor fuel dispensers where it can lawfully do so in light of the regulatory approvals required and received as of eighteen months after the Effective Date.

4.4.3 As of the end of the third year after the Effective Date, subject to sections 4.5 and 4.6, Dansk will have converted to Automatic Temperature Compensation Equipment the lesser of (a) 100% of the motor fuel dispensers; or (b) all of the motor fuel dispensers where it can lawfully do so in light of the regulatory approvals required and received as of two and one-half years after the Effective Date

4.5 Force Majeure. Dansk shall not be liable for failure to perform any obligation set forth in this Agreement, and any such failure shall not be considered a breach of or non-compliance with the terms of this Agreement, if such failure results from the actions or omissions of a third party or other cause beyond Dansk's control. This provision shall apply, for example, if Dansk is unable to procure sufficient and affordable (as agreed to by Class Counsel and Dansk or if failure to agree by the Parties, then as determined by the Court) ATC equipment to comply with its obligations pursuant to sections 4.2, 4.3 and 4.4 above. It shall also apply if Dansk is unable to meet the three-year implementation deadline set forth in sections 4.2, 4.3 and 4.4 above due to delays in any regulatory approval that is required by law.

4.6 Regulatory Approval. In the event State of California approved/certified ATC equipment (as further described in Paragraphs 1.2 and 4.2) is available in the market, Dansk shall use reasonable efforts to obtain written confirmation from the State of California that Dansk may lawfully install and operate such ATC equipment.

In the event Dansk is unable to install ATC equipment due to (a) the lack of available State of California approved/certified ATC equipment, or (b) the lack of written confirmation from the State of California that Dansk may lawfully install and operate such ATC equipment, Dansk shall notify Class Counsel of the circumstances. If the legality of a regulatory denial is challenged, then following an adverse final adjudication of such legal challenge, the Dansk retail stations subject to this Settlement Agreement shall be excluded from compliance with Section 4 herein. Dansk is under no obligation to undertake or assist in challenging any regulatory denials of the installation or operation of ATC equipment referenced in this Agreement. However, Dansk agrees it will not impede or obstruct any legally permissible effort by Class Counsel related to the implementation, amendment or adoption of regulations related to retail ATC equipment.

5. Supply or Sale Disruption

Class Counsel and Company recognize that Dansk's agreement to install retrofit ATC equipment pursuant to this Settlement Agreement involves uncertainty as to how it may, or may not, impact Dansk's ability to reasonably compete in the retail fuel market. If Dansk, as a direct or indirect result of the Settlement Agreement (as agreed to by Class Counsel and Company, or if failure to agree by the Parties, then as determined by the Court), loses a commercially material amount of its current motor fuel supply and/or experiences commercially material increases in the price of motor fuel in California and/or experiences a commercially material decrease in retail fuel sales at its Retail Stations, certain obligations under the Agreement shall, at Dansk's election, be excused. If Dansk exercises this option, it shall provide Class Counsel with written notice of its election and it shall be Dansk's burden to provide Class Counsel, and as necessary the Court, reasonably sufficient evidence to establish good cause for exercising the option. If the option is successfully exercised, then Dansk's obligation to convert (or install) a particular retail station with ATC under paragraphs 4.2 and 4.3 shall be excused. Dansk's option, as set forth in this paragraph, shall exist for each of its retail station sites for a period not to exceed five (5) years from the date of installation of ATC equipment at that station.

6. Settlement Procedures

6.1 Final Approval and Dismissal. Within 10 days of execution of this Settlement Agreement by all Parties, Class Representatives shall move the Court for an order for final approval of this settlement. Class Representatives shall request from the Court a Final Judgment and Order of Dismissal substantively identical to Exhibit A, specifically including provisions:

6.1.1 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;

6.1.2 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;

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

6.1.4 confirming that the Class Representatives and the Settlement Class shall be deemed to have released all claims against Dansk, 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 Dansk;

6.1.5 dismissing Dansk from the Action with prejudice, subject to the Court's retaining jurisdiction over the enforcement of the terms of this Agreement; and

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

6.2 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 any actions or otherwise.

7. Release of Claims

7.1 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 through them or who assert claims on their behalf, will be deemed to have completely released and forever discharged the Released Party from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability for any claim, including all 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 California or the United States, 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, or could have been, asserted in the actions against Dansk.

7.2 Unknown and Future Claims; Waiver of California Civil Code Section 1542. The Parties hereto also waive expressly each and all of the provisions of California Civil Code Section 1542, which provides:

GENERAL RELEASE – CLAIMS EXTINGUISHED. 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 Parties understand and acknowledge the significance and consequences of this Settlement Agreement and of their specific waiver of Section 1542, and expressly agree that this Settlement Agreement shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action, if any, as well as those relating to any other claims, demands, obligations, or causes of action herein specified. The Parties acknowledge that they or their attorneys may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the civil claims, demands, obligations and causes of action of every kind released herein. The Parties agree that the releases given herein shall be and remain in effect as a full and complete release of the persons and entities released thereby, notwithstanding any such different or additional facts.

7.3 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, acts, or omissions of any Released Party relating to all 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 Dansk. This bar, and all provisions of this paragraph 6, and all of its subparts, and all other paragraphs and sections of this document, is made because of the valuable benefits conferred on members of the class by this settlement, the extended period of time that would be required, at least several years, to come to some other resolution, and the uncertain nature of any resolution absent this settlement.



8. Attorneys' Fees and Costs

8.1 Application. Class Counsel may apply to, and Dansk will not object to, the District Court for an award of fees and costs in this Action (the "Fee Application") for any amount up, but not exceeding, \$58,000. Should the Court decide upon an award of fees and costs in excess of the agreed fees and costs set forth herein, Dansk may, in its sole discretion, rescind, cancel and annul this settlement without prejudice. However, any award of fees and costs to which Dansk agrees shall not reduce any of Dansk's obligations to the Settlement Class pursuant to this Settlement Agreement.

8.2 Service of Fee Application on Objectors. Class Counsel shall serve any Fee Application on all Settlement Class Members who file objections.

8.3 Timing. The Parties agree that any amount awarded by the Court for Class Counsel's fees and costs shall be payable by Dansk in accordance with any payment schedule set by the Court.

8.4 Incentive Fees. Class Counsel will ask that the District Court provide for an incentive fee for Class Representatives Phyllis Lerner and Herb Glazer, in the amount of \$1,000 each. If the Court awards this amount, it will be paid by Dansk.

9. Undue Burden

In the event achieving final Court approval of this Settlement Agreement requires substantial additional expense to Dansk, whether through Court ordered modifications, notice requirements, motion practice or otherwise, Dansk, in its sole discretion, retains the right to rescind, cancel, and annul this Settlement Agreement and the parties will return to their respective positions as of the date of this Settlement Agreement.

10. Continuing Jurisdiction; Compliance Reporting

10.1 Continuing Jurisdiction. The Court shall have continuing jurisdiction to enforce this Agreement's terms, 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.

10.2 Compliance Reporting. Within six months of the Effective Date, and within each six month period thereafter during the Term of this Settlement Agreement, Dansk will serve on Class Counsel and file with the Court a declaration executed under penalty of perjury describing Dansk's compliance with the requirements of section 4.

11. 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 that conflict with or impose requirements substantially similar to the terms of the Settlement Agreement, then compliance by Dansk with any such legislation, regulations, or rules shall be deemed to constitute satisfaction of the terms of the Settlement Agreement. In the event Dansk concludes that it is legally required to depart from the requirements of this Settlement Agreement, it shall, to the extent practicable, provide notice of such intended departure to Class Counsel.

12. 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 thirty (30) days after the Effective Date, Class Counsel will return to Dansk all Dansk 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 actions against Dansk for any purpose after the Effective Date.

13. 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 telecopy and certified mail, return receipt requested, as follows:

To Class Representatives:
Robert A. Horn
Horn Aylward Bandy
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108



To Dansk:
Craig J. de Recat
Manatt, Phelps & Phillips, LLP
11355 W. Olympic Blvd., Los Angeles, California 90064

14. Publicity

The Parties agree to use only the following statement (which is set forth in the alternative to accommodate whether the contact is before or after court approval of the Settlement Agreement) in response to any contact or inquiry by any media or in connection with any third parties:

“On March 25, 2012 Dansk Investment Group, Inc. and the class action plaintiffs in *Lerner v. Costco Wholesale Corporation et al.* reached a settlement in the matter (which is pending review and approval by the court/which has been approved by the court)”.

Comments for publication in any media by Class Counsel or Settlement Class Representatives concerning the Settlement Agreement must be consistent with this statement and shall not provide any substantive information concerning the Agreement or any of its terms not included in the statement set forth here. Settlement Class Counsel and Settlement Class Representatives shall not disparage the business or reputation of Dansk or Dansk’s counsel, make any statement concerning the negotiations which culminated in this Agreement, or mischaracterize the Agreement or any of its terms. Settlement Class Counsel and Settlement Class Representatives recognize that this provision has significant value to Dansk.

15. Representations and Warranties

15.1 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 must seek any award of attorney’s fees or costs with this Court pursuant to the Court’s Preliminary Approval Order. Class Counsel will hold Dansk harmless from any claim by any person other than the single claim presented by Class Counsel for attorneys’ fees or costs in connection with the Action arising from work performed or costs advanced prior to the date on which the last subscribing party signs this Settlement Agreement.

15.2 Parties Authorized to Enter into Settlement Agreement. Class Representatives, Class Counsel, and Dansk 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.

15.3 No Attempt by Parties to Object. Class Representatives and Class Counsel and Dansk each represent and warrant that they have not made, nor will they (a) attempt to void 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.

16. Miscellaneous

16.1 No Liability. This Settlement Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by either party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in these Actions, nor the waiver of any defense.

16.2 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.

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

16.4 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.

16.5 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 to appeal such ruling, this Settlement Agreement will become null and void, and the Action 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 Action 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.

16.6 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.

16.7 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 Dansk'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 Dansk'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.

16.8 Best Efforts. Class Counsel and Class Representatives and Dansk 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.

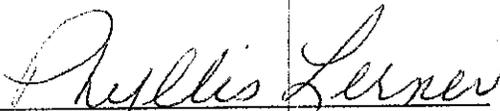
16.9 Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of the Parties' counsel.

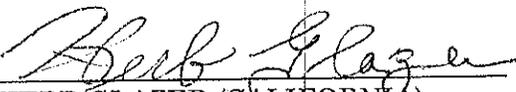
16.10 Governing Law. Except where otherwise provided for herein, this Settlement Agreement is intended to and shall be governed by the laws of the State of California.

16.11 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.

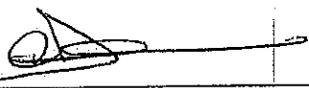
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the day and year indicated below.

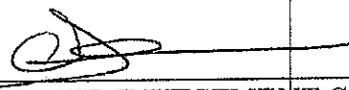
ON BEHALF OF CLASS REPRESENTATIVES

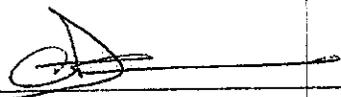
Dated: 4/3, 2012

PHYLLIS LERNER (CALIFORNIA)

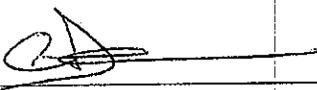
Dated: 4/3, 2012

HERB GLAZER (CALIFORNIA)

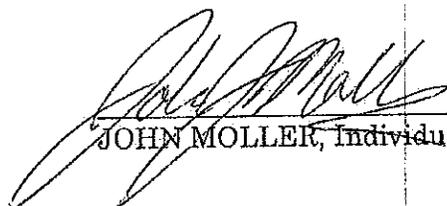
ON BEHALF OF DANSK

Dated: 3/26, 2012

DANSK INVESTMENT GROUP, INC.

Dated: 3/26, 2012

MOLLER INVESTMENT GROUP, INC.

Dated: 3/26, 2012

USA PETROLEUM CORPORATION

Dated: 3/26, 2012

PALISADES GAS & WASH, INC.

Dated: 3-26, 2012

JOHN MOLLER, Individually

