

Attorneys for named Plaintiffs

DONALD E. POTTER, and PHILLIP NOVAK,
individually and on behalf of all others similarly
situated,

Plaintiffs,

V.

CHEVRON PRODUCTS COMPANY, a division
of Chevron U.S.A. Inc. d/b/a Havoline Xpress
Lube

Defendants.

Case No. 17-cv-06689-PJH

First Amended
Complaint and Jury
Demand

FIRST AMENDED CLASS ACTION COMPLAINT
AND DEMAND FOR TRIAL BY JURY

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1 Plaintiffs, Donald Potter and Phillip Novak (together "Plaintiffs") file their
2 First Amended Complaint pursuant to the Fed. Rule of Civ. Proc. 15 (a) (1) (B) ,
3 which permits a party, such as Plaintiffs here, who have been served with a Motion
4 under Rule 12 (b) (e) or (f) to file an amended pleading as a matter of course within
5 21 days of service. Plaintiffs file this First Amended Complaint within said 21 day
6 period.
7

8
9 Plaintiffs, upon their personal knowledge as to themselves, and as to all
10 other matters, upon information and belief, including investigation conducted by
11 their attorneys allege as follows.
12

13 PART I

14 I. INTRODUCTION

15 1. Havoline Xpress Lube is home to the 10 minute xpress oil change, as well
16 as, the infliction of bogus fees at its 500 HXL facilities coast to coast. During this
17 10 minute interval consumers are fleeced of 4 dollars or so through HXL's inventive
18 fabricated fee schedule.
19

20
21 2. This rampant billing practice occurs about 1,500 times each business day
22 nationwide at HXL facilities based originating from the wrongdoer's corporate
23 headquarters in San Ramon, California. The sheer profit from this 20% oil change
24 markup of the conventional oil change, is estimated to exceed \$6,000 a day. And
25 over the past four years has netted the corporate offender over 70 million
26
27
28

1 dollars—all pilfered from the pockets of innocent individual consumer class
2 members.

3
4 3. Plaintiffs residents of Illinois bring this class action to this district
5 because the headquarters of the corporate transgressor is located in Ramon,
6 California from which the policies and practices enabling these sham charges
7 emanated. As important, this venue is the only one that is capable of granting
8 class members complete relief. In contrast, Chevron would have this Court require
9 Plaintiffs to unrealistically join all 500 facilities and bring a multitude of 4 dollar
10 lawsuits in effect allowing this deplorable billing practice to continue unabated and
11 ensnare the court in the process.
12
13

14
15 4. Chevron's baneful scheme, orchestrated from its high-castle corporate
16 offices in San Ramon, California, is without doubt, deliberate, premeditated and
17 ultimately designed with the perversive intent and purpose of selling products and
18 services at the greatest profit beyond its home state borders but beyond the effective
19 reach of civil enforcement, without any authentic regard whatsoever for the rights
20 of the individual consumer. Chevron's strategy includes unbundling overhead;
21 using self serving boilerplate exculpatory clauses in its standard contracts with its
22 operators to evade responsibility for its misconduct; charging small amounts on
23 each transaction so state court suits are impractical; attempting to build a wall
24 between itself and the transactions on the basis that potential claimants are
25 geographically dispersed and involve 500 stations, while at the same time
26
27
28

1 deceitfully advertising and promoting the services and charges that underlie each
2 transaction and benefitting from the unlawful fees generated by such misconduct.
3

4 II. PARTIES

5
6 5. Plaintiff, Donald E. Potter is a natural person and citizen of the State of
7 Illinois.

8
9 6. Plaintiff, Phillip M. Novak is a natural person and citizen of the State of
10 Illinois.

11
12 7. Defendant, Chevron Products Company, d/b/a Havoline Xpress Lube
13 (“Chevron”) is a corporation existing under the laws of the State of Pennsylvania
14 with its headquarters and principal place of business located at 6001 Bollinger
15 Canyon Road, San Ramon, California.
16

17 8. Defendant Chevron Products Company, a division of Chevron U.S.A, does
18 business throughout the United States and the state of California, including this
19 District.
20

21 III. JURISDICTION

22
23 9. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

24 10. This court has jurisdiction over this action pursuant to 28 U.S.C §1332
25 (d)(2), because (i) at least one member of the class is a citizen of a different state
26 than defendants, (ii) the amount in controversy exceeds \$5,000,000, exclusive of
27
28

1 interest and costs and (iii) none of the exceptions under that subsection apply to
2 this action.

3
4 11. This court has personal jurisdiction over defendant because it conducts
5 business in this District, is headquartered and registered to do business in this
6 District and the unlawful conduct alleged in the complaint occurred, was directed
7 to, and/or emanated from this district at defendants' San Ramon, California
8 headquarters as detailed herein.
9

10 IV. VENUE

11
12 12. Plaintiffs incorporate the foregoing allegations as if fully set forth
13 herein.
14

15 13. Venue is proper in this District under 28 U.S.C. §1391(b) because
16 defendant resides in this District and has its principal place of business in this
17 district. A substantial part of the events giving rise to the claims underlying this
18 action occurred here described in detailed herein.
19
20

21 V. INTRADISTRICT ASSIGNMENT

22
23 14. Civil L. R. 3-2 (a) provides that all civil actions that arise...in Contra
24 Costa County be assigned to the San Francisco or Oakland Division. This action
25 arose in said county where defendant's corporate headquarters is located and has
26 been assigned to the Oakland division.
27
28

1 VI. A CLASS ACTION IS THE APPROPRIATE REMEDY

2
3 15. Rather than having an unmanageable number of plaintiffs
4 unrealistically filing \$4.00 lawsuits, this class action empowers the individual
5 consumer to contest the deplorable conduct of the mammoth corporate foe equipped
6 with unlimited resources. If plaintiffs prevail, this corporation will longer be able to
7 lift \$4.00 daily from countless vulnerable consumers pockets.
8

9 PART II

10 I. FACTS COMMON TO ALL CLASS MEMBERS

11 A. Nationwide Massive Lucrative Scam Affecting Thousands Daily

12
13 16. Plaintiffs incorporate the foregoing allegations as if fully set forth
14 herein.
15
16

17 17. This putative nationwide class action consists of thousands of
18 persons, that Defendant Chevron/HXL was instrumental in charging class
19 members bogus waste disposal and shop supply fees at its Havoline Xpress Lube
20 [HXL] Facilities (“Facilities”), throughout the country.
21
22

23 18. Chevron/HXL’s broad scale, rampant and systemically corrupt billing
24 practice reaped Chevron and its 500 HXL facilities an estimated \$6,000 or more
25 per day and in excess of 70,000 million dollars over the past four years.¹ This
26

27 ¹This estimate is based upon a 2016 industry survey that reports that the average quick change lube
28 station services 30 vehicles a day and is open conservatively 305 days per year. The number of stations
operated by HXL according to Chevron’s Motion is approximately 500. The charge used is the amount

1 lawless practice, was based on misleading and fictitious charges. It continues
2 unabated.

3
4 19. Chevron's advertisements and promotional materials relative to low
5 cost oil changes often failed to mention or disclose waste disposal and shop supply
6 fees. In some instances these charges are mentioned in exceedingly small print
7 ("waste disposal of shop supply fees may apply") beneath the advertisement or
8 material along with other terms and conditions. In either event,— mentioned or
9 not mentioned— the advertisements are false and misleading because both fees
10 are unfair, deceptive, fraudulent and unlawful for all the reasons stated in this
11 FAC.
12

13
14 B. Defendant's Misleading and Deceptive Waste Disposal Fees
15

16 20. Plaintiffs incorporate the foregoing allegations as if fully set forth
17 herein.
18

19 21. For years, Chevron at its HXL facilities facilitated improper oil
20 change billing practices by charging plaintiffs and other putative class members
21 fees for recycling used oil generically entitled environmental fees or
22 environmental service fees or hazardous waste disposal fees or similar
23 designation ('waste fees') at its HXL Facilities.
24
25

26
27
28 charged Plaintiff Potter. More precise figures are anticipated upon the factual record being developed.

1 22. The disposal of the used filter and oil is a component and integral
2 part of the oil change service for which no separate charge is warranted or
3 justified. The imposition of such a charge double bills the consumer for the so
4 called disposal of oil, because recycling the used oil is a component of the oil
5 change included in the cost of the oil change service. This practice is often
6 referred to as ‘unbundling’ overhead. This fee is a sham and a bogus charge.
7
8

9 23. Defendant repeatedly failed to disclosed to consumers that the used
10 oil was destined for recycling, not disposal, and that each HXL facility often
11 profits by selling the used oil to its recyclers. Nor was it disclosed to consumers
12 that these same facilities are required to accept used oil directly from consumers
13 at no cost. These omissions on the part of Defendant are material and support
14 plaintiffs’ claim that the fees are unfair, deceptive and unlawful.
15
16

17 24. Furthermore Chevron in duplicitous fashion advises and informs the
18 ‘do-it-your-selver’ that recycling used oil and filters is free exclaiming;
19

20 25. Q. Where can I recycle my used oil and filter?
21

22 A. You’d be surprised how many auto parts retailers, repair
23 facilities and quick oil change places will accept your used oil
and filter for free.

24 One of the easier ways to find them is to go to www.recycleoil.org
25 <http://www.recycleoil.org/>) enter your zip code and look for the
26 locations nearest you. (emphasis supplied) FQA Engine Oil Car
27 Perf. & Maintenance Tips Havoline Motor Oil.
28

1 26. Fast oil change facilities often profit from recycling used oil. A
2 survey sponsored— in part by Chevron/HXI— based on responses from 5,837
3 facilities operating in all 50 states reports that 98% of the operators were paid by
4 recyclers for it used oil in the years 2014 and 2015 and that they paid only 50
5 cents on average per gallon in 2016. These same retailers were required by law
6 to take used oil from persons off the street at no charge whatsoever, all of which
7 Chevron knew.
8
9

10 27. Charging retail customers a hazardous waste disposal fee is wrong
11 and unfair particularly under these circumstances.
12

13 28. The use of the term ‘hazardous waste disposal fee’ on the invoice is
14 wrong and misleading in two additional respects.
15

16 29. First, it is inaccurate because the consumer’s used oil is a saleable
17 commodity that is recycled for other valuable uses not actually disposed.
18

19 30. Secondly, used oil is not generally considered to be hazardous. Both
20 of these facts were known by Chevron who chose to mislead class members by not
21 disclosing this information and charging them for ‘hazardous waste disposal’ of
22 their oil.
23
24

25 31. In fact, oil destined to be recycled, according to the Petroleum
26 Institute of America is not considered to be hazard waste by the federal
27 government or 48 states and the used oil and used oil filter generated from an oil
28

1 change is frequently sold, as evidenced by the above survey at a profit, to oil
2 recyclers for refinement and resale for various uses.

3
4 32. Chevron, while penalizing its customers with a waste disposal fee,
5 extolls the virtues of recycling the same product. In an article headlined as

6 You can make a difference. Defendant states that:

7 Motor oil has value even after it has been drained from an engine.
8 "The oil you take to a collection center to be recycled can be
9 reprocessed to heat * ** schools." Havoline info sheet Re; recycling
10 API 2017

11 33. Defendants' recycling or disposal fee on the invoice required by
12 Chevron bearing the name and logos of HXL implies it is a pass through fee paid
13 to governmental bodies when, in fact, no such fee exists

14
15 34. The waste disposal fees were and are knowingly misrepresented to
16 consumers in all these respects by Chevron and its dealers.

17
18 C. Defendant Repeatedly Up-charges Consumers for Fictional Shop
19 Supplies

20 (1) No Shop Supplies are used or supplied with oil changes.
21

22 35. Plaintiffs incorporate the foregoing allegations as if fully set forth
23 herein.

24 36. The HXL Facilities charge customers false and fictitious 'shop
25 supply' fees, generically noted and undefined as 'shop supplies.' The consumer is
26 intentionally not informed that shop supplies were not utilized or supplied by
27 HXL facilities in connection with their oil changes.
28

37. Indeed, there are no shop supplies involved or consumed during the typical oil change, nor were any so called shop supplies provided to any of the class members at HXL Facilities. Simply put, this is an invented charge solely designed to enhance profits all to the detriment of the consumer.

(2). Shop Supply Fees Violate California Regulations

16 CCR § 3356

§ 3356. Invoice Requirements

- (a) All invoices for service and repair work performed, and parts supplied, as provided for in Section 9884.8 of the Business and Professions Code, shall comply with the following:

* * *

- (b) Separate billing in an invoice for items generically noted as shop supplies,,miscellaneous parts, or the like, is prohibited.

(3) Shop supplies violate Illinois Consumer Protection Act

38. Chevron's practice of charging for items such as shop supplies not used, delivered or installed is an unlawful act or practice under the Illinois Consumer Protection Act.

(815 ILCS 306/80) Sec. 80. Unlawful acts or practices.

Each of the following acts or practices is unlawful when committed by a motor vehicle repair facility:

- (1) Advertising in a false, deceptive, or misleading manner.
- (2) Charging a consumer for parts not delivered or installed or a labor operation or repair procedure that has not actually been performed.

1 D. Theses Fabricated Fees Were Implemented by the Facilities
2 Operators with the Knowledge and Consent of and Active
3 Participation of Chevron

4 (1). Promotional Materials and Advertisements Issued or
5 Approved by Chevron Included Shop Supplies and Waste Supplies

6 39. Plaintiffs incorporate the foregoing allegations as if fully set forth
7 herein

8 40. Both the waste disposal and shop supply fees were charged with the
9 knowledge, consent and active participation of Chevron.
10

11 41. Chevron is liable for these charges by reason of its own culpable
12 conduct in providing and approving misleading promotional and advertising
13 materials that either failed to disclose that these false charges or disclosed as if
14 they were and are valid and unlawful charges, when they are not valid or lawful.
15

16 42. As evidenced by the Standard Sales Program Agreement Exhibit "2"
17 ¶ 13 (c.) between the facilities and Chevron which provides in pertinent part:

18 (c.) Customer shall submit all promotional materials and advertising to
19 be used by Customer which bear any of Chevron's Identification to
20 Chevron or Chevron's designee for Chevron's prior written approval,
21 unless such promotional materials and advertising have been
22 approved for the particular use or consist solely of materials
provided by Chevron.

23 43. Most promotional materials and advertising necessarily includes
24 price and term advertisements. Chevron by contract, retained the right and
25 opportunity to control all promotional materials and advertising that mentioned
26 pricing or terms. In fact Chevron authored promotional materials and
27 advertising that acknowledged waste and shop supply fees were being charged.
28

1 44. For years on countless occasions Chevron provided or approved for
2 promotional use material and advertisements to that incorporated shop supply
3 fees and so called waste disposal fees, which led reasonable consumers to believe
4 that the fees were lawful, when in fact they were not.
5

6 45. Chevron regularly published Havoline published coupons, flyers,
7 posters, and signs that specifically reference and attempt to legitimize these
8 false charges, for use by participating HXL Facilities across the country. (“ Shop
9 supplies and disposal fees may apply”.) This conduct by Chevron evidences, that
10 Chevron was fully aware that these charges were being imposed upon countless
11 consumers nationwide and that the reference to them in advertisement and
12 promotional materials was designed to attempt to authenticate and impose these
13 phony charges upon consumers.
14
15

16 46. Chevron’s advertising and promotional campaign involved numerous
17 advertisements and promotional material over the years, which sought to
18 persuade by cumulative effect as well as spontaneously.
19

20 47. Plaintiffs attach Exhibit 1 as representative advertising and
21 promotional material. See HXL-Chevron logo below required on invoices and
22 exemplar of coupons issued by HXL-Chevron as a part of its nationwide
23 marketing campaign, Figures 1 & 2 below
24
25
26
27
28



Figure 1



Figure 2.

48. The sole motive behind both fees, was to enhance profits, disadvantage honest competitors and conceal the falsity of the charges.

49. The whole scheme and artifice practiced by Chevron was to charge phony add-on fees to its customers, thereby increasing the profits made by the Operators, who were better able to purchase contractually required Havoline branded products consumed during each transaction.

50. The Operators's policy and practices of charging (all with the knowledge and consent of Chevron) unlawful fees dramatically increased each Facilities' profits on a nationwide scale— by cheating numerous individual consumer class members, who compose this putative class.

51. Defendant are jointly and severally liable along with their affiliated Facilities for these fees charged to their customers.

(2). The Standard Required Invoice Constituted or Evidenced a Contract Between Chevron HXL and the Retail Customers which Chevron Breached When it Imposed those charges

52. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

53. After the retail customer was subject to the signage that reasonably caused him or her to believe that the facility was operated by HXL the customer was presented an invoice to sign which left no doubt the consumer was contracting with and paying HXL for the oil change.

54. The oil change invoice which consumer were required to sign at the bottom along with any credit caused authorization had both the Havoline Xpress Lube and Chevron names and trade mark logos as was standard practice.

II. Facility Operators Were Acting as Ostensible Agents of Chevron at the Time the Invoices Were Presented to Class Members
A. Definition Of Ostensible Authority

55. Plaintiffs incorporate the foregoing allegations as if fully set forth herein

56. California Civil Code § 2317 Ostensible authority defined
OSTENSIBLE AUTHORITY WHAT. Ostensible authority is such as a principal, intentionally or by want of ordinary care, causes or allows a third person to believe the agent to possess.

57. In addition the Principal may ratify the act of its agent. See § 2310

B. All Signage on The Exterior and Interior of HXL facilities are
Strictly Exhibit the Name and Logos of Chevron HXL

58. The combined terms and substance of these Contracts provided Chevron with daily control over virtually every nuance of the oil change enterprise at each Center, including such standards as: exterior and interior signage bearing the Chevron/HXL brand, logo and trademarks, and specified menu boards; paint, materials and furniture; building exterior and interior; driveway and grounds appearance, specifications and operations; service bay operations; method of driving into the service bays; employee standards; Chevron approved uniforms; echo system of communication; cash out procedures; costumer consultations; handling complaints; customer retention; various checklists. All of which were compulsory.² See Standards Checklist pgs 31-33 of Guide Exhibit 3.

59. The operational systems and signage required by Chevron led their oil change customers to reasonably believe that the Centers were owned and operated by Chevron.

² “This guide describes and illustrates the appearance and service standards required of every authorized Havoline Xpress Lube facility. These standards are important to the success of each Havoline Xpress Lube facility because they meet the expectations of current and potential customers. Strictly enforced, they are the guidelines that enhance overall brand value, making every Havoline Xpress Lube facility more successful.” [pg 1 of guide]



Required exterior signage

Figure 3.

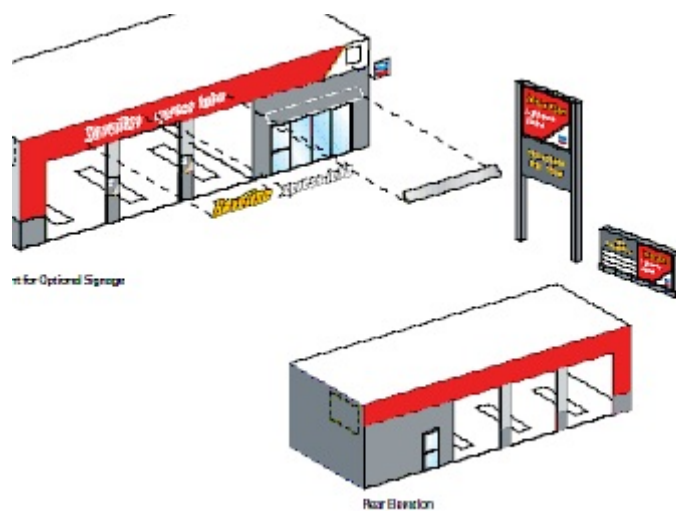


Figure 4.

60. Notably absent from the Contracts is any requirement that the individual Operators post any sign or notice stating the service center is owned or operated by an individual or entity separate from Chevron. Rather the Guide,

1 Exhibit 3, requires extensive exterior and interior signage that exclusively
2 highlights the HXL Chevron name and logo as illustrated above.

3
4 C. The Substance of the Contracts Between Chevron and its Operators
5 Afforded Chevron Complete Control Over Daily Business Activities

6
7 61. Plaintiffs reallege and incorporate the foregoing allegations as if set
8 forth herein.

9 62. Although, the pertinent contract are innocuously titled as a “program
10 agreement” and a “guide” endeavoring to insulate Chevron from any liability
11 arising from the acts of its Operators and further contains self serving boilerplate
12 clauses, which claim the Operators are independent contractors and were at
13 liberty to set their own prices — the actual substance and terms of the contract
14 are tailored to afford Chevron complete control and dominion over day to day
15 conduct of the operations, yet ostensibly empower the Operators to charge
16 consumer class members, without limitation, spurious and unjust hazardous
17 waste disposal/disposal fees and shop supply fees for example:

18
19
20
21 D. Operator’s Retail Automation System was Required to Be Interface
22 with Chevron’s System

23 63. The standard written agreement entered into between Chevron and
24 its shops requires each shop to install, at its own expense, a retail automation
25 system (RAS) acceptable to Chevron and is required to be interfaced with
26 Chevron’s system. In addition, the agreement provides that Chevron has the
27
28

1 right to access the RAS capturing all of the sales and charges by each store on a
2 daily basis. Consequently, Chevron has and had complete and total access,
3 knowledge and control over all sales, revenue and fees charged by HXL
4 Operators. See Exhibit 2 to sales agreement par. 1
5

6 64. The binding guide requires the operator to acknowledge that “any
7 deviation from the standards of appearance and operations (the guide) will be
8 considered a material breach of this agreement and grounds for termination of
9 the agreement.” Exhibit 2 §2
10

11 E. Operator’s Non-Compliance with Quality Owe Title

12 (1) Image Clause Violation Grounds for Termination

13 65. Further, the agreement between Chevron and its Operators require
14 Operators to acknowledge that “Chevron has developed and maintained a quality
15 image in conjunction with the operation of Xpress Lube facilities and to uphold
16 its standards. “ (“Quality image clause”) §3 Program agreement. Since Chevron
17 has knowledge of all daily transactions, and by virtue of the agreement, has the
18 right to enforce standards with termination as a sanction for non-compliance
19 with its “quality image,” Chevron has and at all times had, the opportunity to
20 control and monitor day to day charges and shield consumers from illegal charges
21 to protect its ‘quality image’, yet purposefully chose not to do so.
22
23
24

25 66. Certainly the Centers that routinely charge its customers for fictional
26 recycling and shop supply fees are not consistent with anyone’s conception of a
27 quality image. And since Chevron reserved the power to enforce such high
28

standards, it should have prohibited these fabricated charges presented under false pretenses rather than aiding and abetting such false charges with its nationwide marketing and promotions efforts.³

F. 60 Item Checklist and Impromptu Inspections gives Chevron Control Over Aspects of Centers Operations

67. The 60-item checklist published in San Ramon, Ca is mandatory and covers every conceivable aspect of the operations. Exhibit 3, the Guide at pgs 31-33.

68. The agreement provides that Chevron sets the price according to its schedule for each item purchased by the Operators. This necessarily affects the price the Operators must charge for their services to their customers. See Exhibit 2 Agreement §5 ¶1.

69. The standard agreement required that 100% of all bulk and drum motor oil purchased by the Operators must be Havoline and Chevron branded products. Agreement §4 ¶2.

70. In addition, by the terms of the standard written sales agreement, Chevron reserved the right at any time to enter the facilities, without notice, to exercise Chevron's rights under the RAS. Consequently, by virtue of the RAS and impromptu visits to the facilities exercising its rights under the RAS, Chevron, at all times had access to all sales and charges used on a daily basis, as well as any

³Indeed HXL sales agreement ¶ 13(b) provides: "Customer recognizes that it is in the interest of the parties to this Agreement for Customer to affirmatively conduct its business to reflect favorably on the parties and *to further promote public acceptance of Chevron's products and its identification.*" (emphasis supplied.)

1 other information maintained in computer by each shop. Exhibit 2 to sales
2 agreement Par. 5(a) Agreement §8, ¶3.

3 71. Chevron reserved the right to settle consumer complaints directly
4 without the intervention by the Operators.
5

6 G. HXL-Chevron Signage Exclusively Displayed at Centers

7 72. Only Chevron signs and logos may be displayed in the building
8 exterior and interior in order to promote public acceptance of Chevron. In fact,
9 the HXL Sale program agreement paragraph 13 provides: "Customer will be in
10 breach of this Agreement if Customer (Operator) does not display the required
11 identification of Chevron."
12

13 73. The guide required Operators to post exclusively Havoline Xpress
14 Lube/Chevron signs in the interior and building exterior and leading a
15 reasonable person to believe that station was owned and operated by Chevron.
16

17 74. Conspicuous by its absence, is the lack of any requirement that the
18 Operators post any notice that they are independent operators or contractors.
19

20 H. Standard Invoice Prominently Bears HX-Chevron trademark

21 75. The Operators were required to use a standard invoice mandated by
22 Chevron that included the name and logo of Havoline Xpress Lube and Chevron
23 in the upper left hand corner of the invoice, which gave the customer the
24 impression that they were dealing directly with Chevron.
25

26 76. As a part of a joint marketing plan, Chevron regularly disseminates
27 coupons to potential customers bearing the Chevron trademark and Logo, which
28

1 mentioned hazardous waste and shop supply fees. Exhibit 1 [Figure 2 above]

2 77. Operators were required to buy and resell Havoline and Chevron
3 branded products almost exclusively.
4

5 78. All of these combined express and implied actions or manifestations
6 of Chevron led a reasonable third party or person, such as its customers, to
7 believe the Operators has authority to act on behalf of Chevron. Chevron is liable
8 for the actions of its Operators in the course of operating Chevron's lube centers
9 across the nation.
10

11 79. The hazardous waste disposal or disposal fees and shop supply fees
12 charged customers are profit enhances, unlawfully obtained by defendants at the
13 expense of its customers and constituted a breach of contract. All customers who
14 were charged and paid these fees were damaged in the amount of the add on fees
15 for which Chevron is responsible for restitution.
16

17 80. Each HXL outlet, including the outlet visited by the named plaintiffs
18 has uniform extensive exterior and interior signage that brands the business as
19 being owned and operated by defendants HXL and Chevron.
20

21 81. The required Chevron branded signage, coupled by the lack of any
22 sign or notice stating that the facility is independently owned and operated, the
23 sole use of Havoline branded products and other actions or manifestations
24 mentioned above and in the requirements imposed by the attached sales
25 agreement and 'Guide' led the consumer to reasonably believe that the Center
26 were being operated by Chevron. The thrust of the Agreement and Guide was to
27
28

1 promote public acceptance of the Chevron and its Havoline branded products at
2 its Centers and moreover create the distinct impression— that Chevron was
3 actively involved with operating the businesses.
4

5 82. Chevron, pursuant to the terms of standard contracts with its
6 Operators, exercised a high degree of control over its Operators' day to day
7 practices and activities and had the means and reserved the right to curtail any
8 deceptive or unfair acts or practices. Chevron clothed its Operators expressly or
9 impliedly with ostensible authority to act as agents of Chevron regarding
10 business practices that included rogue charges such as 'disposal fees' as well as
11 shop supply fees.
12

13 83. These shady add-on charges allow Chevron and its dealers to
14 advertise a base price lower than the competition while obtaining the same
15 revenue or more.
16

17 84. Although these charges are relatively small, \$3-\$5 on each occasion
18 and not of the magnitude for any one consumer to file suit, the return to Chevron
19 and its dealers is huge. Plaintiffs are informed and believe that conservatively
20 Chevron has approximately 500 locations in most states which are open an
21 average of 307 days or more a year and service at least 30 cars a day.
22

23 85. Chevron, at the expense of its customers is unjustly enriched by the
24 assessment of these fee and is obligated and class members are entitled to
25 restitution.
26
27
28

1 III. CHOICE OF LAW

2 A. Application of California Law to All Claims Is Proper

3 Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

4
5 86. This Court properly can and should apply California law to all of the
6 claims and issues asserted herein. California is home to Chevron's principal offices,
7 from which uniform misconduct alleged herein as to all Class members emanated.
8 Accordingly, California has a connection to the claims of each Plaintiff and Class
9 member, and no state has a greater interest than California in having its law apply
10 to this case. It is well-settled that "a forum state may apply its own substantive law
11 to the claims of a nationwide class without violating the federal due process clause
12 or full faith and credit clause if the state has a "significant contact or significant
13 aggregation of contacts' to the claims of each class member such that application of
14 the forum law is 'not arbitrary or unfair.' "Washington Mut. Bank, FA v. Super. Ct.,
15 24 Cal. 4th 906, 919 (2001) (quoting Phillips Petroleum Co. v. Shutts, 472 U.S. 797,
16 821-22 (1985)).
17
18
19

20 B. Significant Aggregation of Contacts

21 87. The significant contacts or aggregation of contacts are at least as follows:

- 22 (1) Controlling contracts entered into in the State of California choose
23 California law

24 88. The contracts entered into between the Operators and Chevron namely
25 Exhibit 2 Havoline Xpress Lube Sales Program Agreement ("Agreement") and
26 Exhibit 3 Havoline's Standard of Appearance and Guide to Operators ("standards")
27
28

or Guide) were entered into in the State of California in this District, which provide:

“the courts in the State of California, USA, shall have exclusive jurisdiction to entertain actions relating to this agreement or the making thereof”. . .Exhibit 2 ¶29.

(2) Alleged Misconduct Emanated from Corporate

89. The bogus add on fees charged named plaintiffs and putative class members were permitted, authorized, encouraged, enabled and emanated from the terms and conditions of these Contracts . In fact, these Contracts gave Chevron the power and control to prohibit such billing practices, however, Chevron chose not to prohibit such charges, but rather allowed, aided and abetted such charges to take place throughout the U.S.A., as well as the State of California, from its headquarters in Ramon, Ca.

90. The invoice used by the Operators to charge putative class members disputed fees was mandated by these dual Contracts formed in San Ramon, California, between the various Operators and Chevron. Agreement §8 ¶2 (invoice to be printed to be identical to that depicted in the guide which invoice includes Chevron and HXL names and logos in upper left hand corner of the invoice.) True to form this standard invoice was given to both named Plaintiffs at Potter and Novak at the point of sale.

91. The unlawful conduct that forms the basis of plaintiffs’ claims (i.e deceptive or unfair or unlawful add on charges that induced consumer transactions) were enabled by the terms of these contracts entered into in the State of California

1 and justifies the application of California law to resolve these claims.

2 92. Chevron's computers in San Ramon, California on a daily basis captured
3 all sales and consumer charges occurring nationwide at the point of sale at its
4 Facilities. The deceptive fee practices alleged herein were known, reviewed and
5 otherwise controlled, encouraged, aided or abetted or emanated from Defendants'
6 headquarters in San Ramon, California.
7

8
9 **(3) Numerous violations of the Ca. Unfair Competition Law §17200 et seq. were
10 committed in California resulting in injury in sister states**

11 93. Numerous violations of the Ca. Unfair Competition Law § 17200 et. seq.
12 occurred , or emanated from Defendants San Ramon, Ca. headquarters located in
13 this District injuring class members on a nationwide scale the policies, procedures,
14 acts and practices aiding and abetting the operators were formulated and emanated
15 from Chevron's headquarters in this district precisely as follows:
16

- 17 ● Chevron's acts and practices of aiding and abetting it's
18 Operators to repeatedly charge its customers hazardous waste
19 disposal and/or shop supply fees, constitutes unfair or deceptive
20 acts and practices, and is injurious to consumer class members
21
- 22 ● Defendants material misrepresentations or omissions that
23 hazardous waste disposal and shop supply fees were lawful,
24 when they were not, is unfair and deceptive. These deceptive
25 acts or practices were designed so that class members relied
26 upon it and were damaged by payment of the invalid fees;
27
28

- Charging these fees separately obscures the true nature of the charge and makes it appear as though the fee is a dedicated charge that is required by law, and that the fees cannot be negotiated by any customer, which was false;
- Advertising prices that appear lower than they actually are (because the fee is not plainly disclosed up front) is an unfair practice for consumers and competitors in that it distorts competition in the marketplace by preventing consumers from accurately comparing the costs of the oil change, thus causing consumers to needlessly incur unnecessary costs;
- The waste and shop supply fees unfairly allow for an increase in the advertised price that occurs after the customer class members accepted the advertised price;
- Naming the add-on charge a “fee” is misleading;
- Adding such fees after the customers agree to pay a price that does not include a fee;
- Adding the fee after services are already performed;
- Representing that the shop supply is reasonably related to the cost of certain supplies when, in fact, it is not;
- Failing to inform consumers that the shop fees are not directly and proportionally related to the cost of supplies involved in their transaction but rather designed to increase defendant’s

profit;

- the shop supply fees are tacked-on to the advertised or agreed upon price;
- These omissions of material information regarding the true nature of recycling and shop supply fees at issue, constitute unfair or deceptive practices;
- The misrepresentation of the both fees is an unfair or deceptive practice;
- Plaintiff and Class have suffered ascertainable loss due to the unfair and deceptive practices described in this Count; and
- The conduct of defendants was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against defendants

94. Moreover, scores of putative class members, who at all relevant times were residents of the State of California, were charged and injured by add on fees, which form the basis of this action.

95. Plaintiffs by pursuing a valid action under the UCL it advances the public interest in punishing broad scale unfair, deceptive and unlawful acts committed by defendant affecting thousands of consumers daily, and in deterring such conduct in the future. California has a legitimate and compelling interest in preserving a business climate free of fraud and deceptive practices. *Diamond Multimedia Systems Inc. v. Supreme Court* (1999) 19th Cal 4th 1036, 1064, 80 Cal.

Rptr. 828, 981 P2d 978.

IV. FACTS SPECIFIC TO THE NAMED PLAINTIFFS

96. Plaintiffs reallege and incorporate the foregoing allegations as if set forth herein.

A. Plaintiff Donald E. Potter

97. On June 16, 2017, Donald E. Potter had the oil and filter changed on his 2011 Nissan Rogue at the Havoline Xpress Lube located at 8717 Ogden Ave, Lyons, Illinois.

98. After the oil and filter were changed, he was presented with a standard invoice with the Havoline Xpress Lube-Chevron logo and trademark in the upper left hand corner, that itemizes charges for a hazardous waste disposal fee of \$4.14, which unbeknownst to Plaintiff Potter was unlawful. unfair or deceptive. He would have objected to paying the fees if advised of their nature and have demanded a refund.

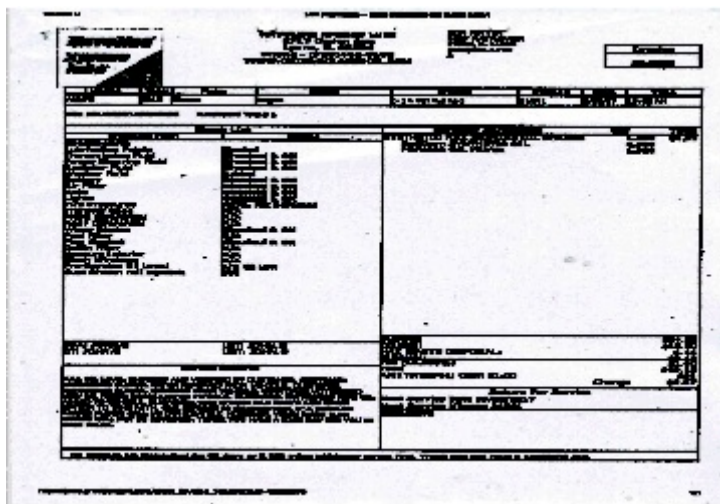


Figure 5.

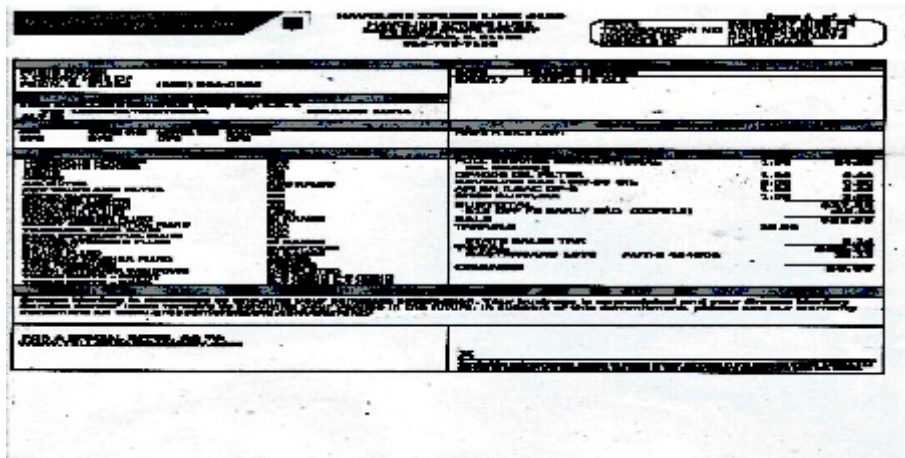
1 He paid the full amount of the above invoice which includes a phony HAZ.

2 WASTE DISPOSAL fee of \$4.14 also attached as Exhibit 6.

3 B. Plaintiff Phillip Novak

4
5 99. On September 28, 2017, Plaintiff Philip Novak had his oil and filter
6 changed at the Havoline Xpress Lube #159 located at 5409, E. State Street,
7 Rockford, Illinois.

8
9 100. After the oil and filter were changed, he was presented with a
10 standard invoice with the Havoline Xpress Lube-Chevron logo and trademark in
11 the upper left hand corner that itemizes a charge for shop supplies in the
12 amount of \$2.99, which unbeknownst to Plaintiff Novak, was unlawful, unfair or
13 deceptive. He would have objected to paying the fees if advised of their nature
14 and demanded a refund.
15



25 Figure 6.

26 He paid the full amount of the above invoice which includes a phony shop supply
27 fee of \$2.99 see below and also attached as Exhibit 1.
28

1 V. TOLLING OF THE STATUTES OF LIMITATIONS

2 Discovery Rule

3 101. The tolling doctrine applies to cases of concealment like this one.
4
5 Class members did not discover and could not reasonably discover through the
6 exercise of due diligence that Chevron conspired to charge class members'
7 fabricated shop and hazardous waste disposal fees which had no basis in fact.
8
9 Class members relied upon Chevron's expertise and knowledge. Otherwise, it is
10 reasonable to infer that the consumer class member, if he or she knew the
11 charges were invalid illegal, would not have paid such fees. On the other hand,
12 Chevron knew the charges were illegal and provided no benefit to the consumer.
13

14 102. Any statute of limitations otherwise applicable to any claims
15 asserted herein have been tolled by the discovery rule.

16 B. Fraudulent Concealment

17 103. All applicable statutes of limitations have also been tolled by
18 Chevron's active and ongoing fraudulent concealment of the facts alleged herein.
19
20 Defendant knew that the add-on fees should not have been charged class
21 members, but chose not to prohibit its dealers from charging them. Any
22 otherwise applicable statutes of limitations have, therefore, been tolled by
23
24 Chevron's active concealment of the facts alleged.

25 C. Estoppel

26 104. Defendants, Chevron and Havoline Xpress Lube, are under
27 continuous duty to disclose to plaintiffs and class members the character and
28

1 nature of their services but instead actively concealed the fact that these charges
2 were fabricated. Plaintiffs and class members reasonably relied upon Chevron's
3 representations that the charges were legitimate.
4

5 VI. CLASS DEFINITION

6 105. All adult persons who were charged and paid a fee purportedly
7 associated with recycling or disposing of used oil and/or for shop supplies, in
8 connection with an oil change performed by Havoline Xpress Lube at any time
9 within the United States. Excluded from the class are defendants, including any
10 entities in which defendants have a controlling interest, as well as their agents,
11 representatives, officers, directors, employees, trustees, parents, children, heirs,
12 assigns and successors, and other persons or entities related to or affiliated with
13 defendants; and the judges to this case as assigned, their staff, and their
14 immediate families. Plaintiffs reserve the right to amend the class definition.
15
16

17 VII. CLASS REPRESENTATION ALLEGATIONS

18 106. Plaintiffs reallege and incorporate the foregoing allegations as if set
19 forth herein.
20

21 107. Certification of plaintiffs claims for class wide treatment is
22 appropriate. Plaintiffs can prove the elements of their claims on a class wide
23 basis using the same evidence that would be used for actions alleging the same
24 claims. This action has been brought, may be proper and may be properly
25 maintained on behalf of the class proposed herein under FRCP 23 satisfying the
26 commonality, typicality, adequacy, predominance, representation and superiority
27
28

1 requirements of its provisions.

2 A. Numerosity and Ascertainability

3 108. The members of the class are so numerous and geographically
4 dispersed that individual joinder is impractical. There are no less than 10,000
5 members in this nationwide class. The precise number of nationwide class
6 members may be ascertained from Chevron's and/or HXL books and RAM
7 computer records. Defendants have comprehensive lists of class vehicle owners
8 and the vehicles that had their oil changed in their possession. As reflected in the
9 Havoline Xpress Lube invoices, class members are readily identifiable.
10 Defendants' computer files have comprehensive lists of class members names and
11 addresses, as well as the make, model and identification number of their vehicle.
12

13 109. The identity of the customers who were charged shop supply and
14 hazardous waste disposal fees are in the possession of Chevron and HXL.
15

16 110. Accordingly, the disposition of the claims of class members in a
17 single action will provide substantial benefits to all parties and to the court.
18 Class members may be readily notified by recognized, court-approved notice
19 dissemination methods, which may include U.S. mail, electronic mail, internet
20 postings, comment and/or published notice.
21

22 B. Typicality

23 111. The claims of the representative plaintiffs are typical of the claims
24 of the other class members and that the representative plaintiffs, like all class
25 members, had their oil and filter changed at an HXL Center. The representative
26
27
28

1 plaintiffs, like all class members, have been damaged by defendants. The
2 representative plaintiffs, like all class members, have been injured by the same
3 conduct or course of action by defendants — sham charges for used hazardous
4 waste disposal and/or shop supplies . The factual basis of defendants misconduct
5 is common to all class and represent a common thread of misconduct resulting in
6 injury to all class members. The class representatives possess the same legal
7 interest and have endured the same legal injury as other class members.
8
9

10 C. Adequate Representation

11 112. Plaintiffs are members of the nationwide class and will fairly and
12 adequately represent and protect the interest of the class. Plaintiffs have
13 retained counsel with considerable experience in consumer class actions.
14 Plaintiffs and their counsel are committed to vigorously prosecuting this action
15 on behalf of the class and have the financial resources to do so. Neither plaintiffs,
16 nor their counsel, have interests adverse or antagonistic to the class.
17
18

19 D. Predominance of Common Questions Relate to Plaintiffs Claims

20 113. Federal courts have held that common questions of fact
21 predominate when the defendant acts toward the class members in a similar or
22 common way such as the case here by charging add on fees. The resolution of the
23 common question of whether Chevron engaged in the common course of conduct
24 and business practice that resulted in it overcharging representatives Potter and
25 Novak and the putative class members is in violation of California law.
26
27

28 114. The claim requires generalized, class wide proof and is based upon

1 the same legal theory i.e. overcharging its customers by assessing a hazardous
2 waste disposal/disposal fee or shop fees resulting in claims for breach of contract,
3 unjust enrichment and consumer fraud. Damages flowing from the claim are the
4 same for each class member.
5

6 E. Superiority

7 115. Defendants engaged in a common course of conduct giving rise to
8 the legal rights sought to be enforced by the class members. Similar or identical
9 statutory and common law violations and deceptive practices are involved.
10 Individual questions, if any, pale by comparison to the numerous common
11 questions that predominate.
12

13 116. The damages sustained by the class members flow, in each
14 instance, from a common nucleus of operative facts —defendant’s misconduct of
15 marketing and charging illegitimate fees to class members. A class action where
16 individual damages are minimal is the only means that will provide class
17 members with a viable remedy and such small individual claims are not enough
18 to justify the expenses of separate litigation.
19

20 117. Class treatment in this court, as a court with original jurisdiction
21 over the class claims will conserve the resources of the courts and the litigants,
22 and will promote consistency and efficiency and adjudication by providing
23 common answers to the common questions of knowledge, conduct, duty and
24 breach that predominate in this action.
25

26 F. This Action is Brought Under Rule 23(b)(3)
27
28

1 118. This action is brought under Rule 23(b)(3) primarily because the
2 relief sought per individual member of the class is small given the burden and
3 expense of individual prosecution of potentially extensive litigation necessitated
4 by the conduct of defendants. Hence, individual class members are unlikely to
5 have any interest in controlling the prosecution of their claims. There are no
6 anticipated difficulties likely to be encountered in the management of the claim
7 on behalf of the class.
8

9
10 119. This class action is manageable because of the large number of
11 potential class members basing their claims on the same common course of
12 conduct by Chevron, emanating from its headquarters in this district. A class
13 action is a more manageable and more efficient use of judicial resources than
14 individual claims.
15

16 120. It would be virtually impossible for the class members to seek
17 redress on an individual basis and even if some class members themselves could
18 afford such individual litigation, the court system could not.
19

20 VIII. CLAIMS FOR RELIEF

21 COUNT I:

22 FIRST CAUSE OF ACTION BREACH OF CONTRACT BY CHEVRON

23 121. Plaintiffs restate and incorporate herein by reference the preceding
24 paragraphs as if fully set forth herein.
25

26 122. Immediately, prior to an oil and filter change at HXL facilities
27 retail customers were subject to comprehensive HXL signage, logos and images
28

1 that reasonably caused them to believe that the facility was owned and operated
2 by Defendant Chevron.

3 123. Prior to the oil and filter change service Defendant ostensibly
4 through its agent operator offered Class members oil and filter change for a lump
5 sum in some cases as low as \$18.99.

6
7 124. Chevron's advertisements and promotional materials relative to low
8 cost oil changes often failed to mention or disclose waste disposal and shop supply
9 fees. In some instances these charges are mentioned in exceedingly small print
10 ("waste disposal of shop supply fees may apply") beneath the advertisement or
11 material along with other terms and conditions. In either event,— mentioned or
12 not mentioned— the advertisements are false and misleading because the fees
13 are unfair, deceptive, fraudulent and unlawful for all the reasons stated in this
14 FAC.

15
16
17 125. In either event, because these waste disposal and shop fees were
18 bogus, merely mentioning that the offers were subject to such fees did not change
19 the fact that they were unlawful false charges. And collecting monies for illegal
20 charges breached the oral agreement, whether the fees were disclosed or not
21 disclosed.

22
23
24 126. Consumer Class members accepted such offers or in lieu of a specific
25 offer implicitly agreed to pay upon completion of the service the reasonable value
26 of the service. This acceptance of the service was communicated by the consumer
27 to the operator often verbally or by either surrendering the vehicle to the
28

1 operator for service or by the consumer driving his own vehicle into the service
2 bay for the oil change service and proceeding with the oil and filter being
3 changed.
4

5 127. These consumer class members did not agree to pay any charges for
6 service not rendered or supplies not provided and if told the truth would have
7 objected to such charges and refused payment.
8

9 128. Upon completion of the oil change service Chevron HXL operators
10 presented to the consumers an invoice in the form required by the compulsory
11 guide that added the fabricated and fictitious charges for waste disposal and shop
12 supplies to the cost of the service which unlawfully increased the cost to
13 consumer Class members and resulted in consumers unknowingly paying
14 unlawful charges.
15

16 129. Defendant Chevron at all times had approved explicitly or implicitly
17 a price structure that included the phony charges for waste disposal and shop
18 supply fees thereby not only increasing the cost of the oil change but requiring
19 consumers to pay fees that were fabricated and fictitious. In no event were
20 consumers informed that waste disposal and shop supply fees was bogus, or
21 unlawful in any respect.
22

23 130. By charging and collecting from consumer Class member illegal
24 fees it breached the terms of the oral contract which presumed that all fees were
25 valid. Customers did not agree nor could they reasonably be expected to pay such
26 illegal fees. Restitution is proper.
27
28

1 131. The signed standard invoice evidences the terms, charges and
2 services with the exception that the invoices claim shop supplies were provided or
3 utilized when they were not, not did the invoice disclose that the oil and filter
4 were recycled not disposed. The invoices set forth the parties to the agreement,
5 the prices charged and services rendered.
6

7 (1). The upper left hand corner of the invoice based the names and
8 logos of HXL and Chevron. The invoices were titled at the top
9 center as “Havoline Xpress Lube” the trademark of Chevron;
10

11 (2). There is no statement that the facilities were independently
12 operated.
13

14 (3) In close proximity to the signature line, the warranty terms
15 and conditions were recited, which pertain to Chevron branded
16 products, all designed to have the force of a contract.
17

18 (4) The consumer was required to sign the original invoice which
19 is retained by the facility.

20 132. The consumer is requested and expected to the sign the original
21 invoice which named plaintiffs did with the signed original invoice retained by
22 the HXL .
23

24 133. In specific the Potter invoice is titled as Havoline Xpress Lube and
25 the Novak invoice was titled Havoline Xpress Lube #159.

26 134. Chevron breached the contracts entered into by class members with
27 Chevron’s in amounts equal to the false charges. If class member were informed
28

1 that no shop supplies were used but they were billed anyway they would hve
2 refused to pay and if class members were informed that the station recycled their
3 oil and filter often at a profit and the stations were required to recycle the oil for
4 free they would not have paid the waste disposal charges either.
5

6 135. As a result of these breaches, class members were damaged by the
7 amount of these erroneous and unjustified add on fees.
8

9 COUNT II:
10 SECOND CAUSE OF ACTION
11 BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

12 136. Plaintiffs reallege and incorporate by reference the allegations set
13 forth in the proceeding paragraphs is though alleged in this Count.

14 137. Plaintiffs and class members bring this claim in the alternative to
15 their breach of contract claim.
16

17 138. A covenant of good faith and fair dealing is implied in every
18 contract.

19 139. Where a contract vests one party with discretion, but provides no
20 standard for the exercise discretion, the duty of good faith and fair dealing
21 applies and the party exercising discretion, in this case Chevron must do so in a
22 commercially reasonable manner that satisfies the objectively reasonable
23 expectation of the other party.
24

25 140. Based upon defendant, Chevron's representation regarding the
26 prices of the oil change and filter was objectively reasonable for plaintiffs and
27
28

1 class members to expect that defendant, Chevron, by setting or approving the
2 prices, would not have permitted the inclusion of unlawful hazardous waste or
3 shop supply fees, which had no relationship whatsoever to the service performed
4 by Chevron's Operators. There exists no objectively reasonable reason on the
5 part of class members to expect that Defendant would have approved such
6 charges to be inserted in their standardized invoices charges that were fictitious.
7

8
9 141. Chevron abused any discretion it had in setting, approving,
10 ratifying, or enabling hazardous waste disposal or disposal fees or shop supply
11 fees, which had no relationship to the service performed.

12 142. Plaintiffs and class members perform all required duties and all
13 conditions required for defendants to accomplish oil and filter change, without
14 the added fees.
15

16 143. As a result of Defendants breach of the implied covenant of good
17 faith and fair dealing, plaintiffs in the class are entitled to damages in the
18 amount of the payment made by prospective class members for waste disposal
19 and shop supply fees.
20

21
22 COUNT III:
23 THIRD CAUSE OF ACTION UNCONSCIONABILITY

24 144. Plaintiffs reallege and incorporate by reference the allegations set
25 forth in the proceeding paragraphs is though alleged in this Count.

26 145. Defendants practice of offering low price of oil and filter changes
27 while unilaterally adding contrived hazardous waste disposal and shop supply
28

1 fees, which had no relationship to the oil and filter changes moreover were false
2 and fabricated.

3 146. Defendants practice of charging for services unrelated to the oil and
4 filter change is unreasonably favorable to defendant, Chevron HXL and unduly
5 harsh and is, therefore, substantively unconscionable.
6

7 147. The levy of such unreasonable and fabricated charges have harmed
8 plaintiffs and class members and have caused them to suffer damages and the
9 amount of the add on fees charged by defendants.
10

11 148. Chevron was benefitted by the purchase of Havoline branded
12 products used in these oil changes.
13

14 COUNT IV:
15 FOURTH CAUSE OF ACTION
16 UNJUST ENRICHMENT

17 149. Plaintiffs reallege and incorporate by reference every allegation set
18 forth in the proceeding paragraphs as though alleged this Count.

19 150. This Count is plead in the alternative to its breach of contract count
20 on the basis that the duty owed consumers that gives rise to liability is
21 completely independent of any Contract and rises from defendant's conduct which
22 is both intentional and intended to harm.
23

24 151. Plaintiffs class members bring this claim in the alternative to their
25 breach of contract, breach of the covenant of good faith, and fair dealing claims.
26

27 152. Defendants knowingly retained a benefit at the expense of class
28

1 members for services not rendered and supplies not delivered to the consumer by
2 overcharging its customers by adding on waste disposal and shop supply fees.

3 153. The benefit retained by Chevron is that in each and every instance
4 the monies paid by the Class member for these sham fees provided consideration
5 for the sale of Havoline branded products supplied by this defendant. This
6 resulted in a greater demand for Havoline Xpress Lube product and benefitted
7 Chevron directly because its oil was a compulsory inventory item at HXL
8 facilities.
9

10
11 154. The payment is fairly attributable to misconduct on the part of
12 Chevron in promoting encouraging and ratifying these fees. The transaction
13 between the consumer and Havoline Xpress Lube facilities, in virtually all
14 instances, involved the sale of Chevron Branded product to the consumer.
15

16 155. Plaintiffs and class members damages are traceable to and resulted
17 directly and proximately from conduct alleged in this first amended complaint.
18

19 156. Under principles of equity and good conscience, defendant should
20 not be permitted to retain monies belonging to Plaintiffs and class members it
21 unjustly received the benefit of as a result of its unlawful and deceptive conduct
22 described herein.
23

24 157. Plaintiffs and the class had no adequate remedy at law.

25 158. Wherefore, Plaintiff and class members seek disgorgement of and/or
26 a constructive trust disgorging all profits, benefits and other compensation by
27 defendants retained from plaintiffs and class members through this inequitable
28

1 conduct.

2 COUNT V:

3 FIFTH CAUSE OF ACTION NEGLIGENCE IN BUSINESS AFFAIRS

4 159. Plaintiffs reallege and incorporate by reference every allegation set
5 forth in the proceeding paragraphs as though alleged in this Count.

6 160. Plaintiffs and class members bring this claim in the alternative to
7 their breach of contract, breach of the covenant of good faith & fair dealing
8 claims, and unjust enrichment claims.

9 161. Chevron approved charging retail consumers at its HXL facilities for
10 phony waste disposal and shop supply fees as detailed in this complaint.

11 162. Chevron had the right, opportunity and ability by virtue of its
12 agreement with the operators of the facilities to prohibit charges, but
13 intentionally or through a want of care choose not to do so.

14 163. Chevron had a containing common law duty to protect non
15 contracting oil change consumers from invented bogus charges, which it
16 breached.

17 164. The circumstances of the corrupt billing process here created a duty
18 in this business context and public policy, on the part of Chevron running to third
19 party oil change consumers as a class.

20 165. The transactions (oil changes) and bogus fees directly affected
21 named plaintiffs and others Class members.

22 166. It is evident that HXL facilities billing consumers for bogus fees
23
24
25
26
27
28

1 resulted in consumer class members suffering injury from such misconduct.

2 167. There is a close connection between Chevron's misconduct— issuing
3 and approving such charges rather than prohibiting them— and the injury
4 suffered by class members, who were duped into paying these charges.
5

6 168. Defendant's misconduct in promoting these bogus fees rather than
7 prohibiting them is morally blameworthy and from it rises a duty to protect class
8 members from such fees not, a duty Defendant breached.
9

10 169. Restitution by Chevron is required to address harm inflicted and
11 prevent future harm.

12 170. Chevron through a want of due care was negligence and one or more
13 of thee following ways:
14

15 (a) Carelessly approving and issuing promotional material and
16 advertisement that incorporated waste disposal and shop
17 supply fees;
18

19 (b) Knew or should have known that waste disposal and
20 shop supply fees are bogus and unlawful;

21 (c) failed to take any action whatsoever to renounce or prevent
22 such fees.
23

24 171. The lack of reasonable care on the part of Chevron proximately
25 caused injury to Class members.

26 172. Chevron knew or should have known that HXL shops were billing
27 its customers for made-up charges.
28

1 173. Chevron, under these circumstances, had a duty to consumer class
2 members to prohibit false charges by HXL or by Chevron.

3 174. Chevron was guilty of negligently failing to control and monitor
4 false costs it knew HXL Centers were charging its customers, when it had the
5 opportunity and ability to do so. Chevron was further guilty of negligently
6 facilitating or failing to prohibit hazardous waste disposal and shop supply fees.
7

8 175. As a direct and proximate result of the aforesaid negligence of
9 Chevron, class members sustained damages in the amount of the payment for
10 false charges and should be reimbursed therefore.
11

12
13 COUNT VI:
14 SIXTH CAUSE OF ACTION
15 VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW
(Business. & Professional Code §§17200 et seq.)

16 176. Plaintiffs reallege and incorporate the foregoing allegations as if set
17 forth herein.
18

19 178. Plaintiffs attach Exhibit 1 as a representative example of
20 advertising and promotional materials upon which they base their claim.

21 179. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof.
22 Code §§17200, et seq., proscribes acts of unfair competition, including "any
23 unlawful, unfair or fraudulent business acts or practices and unfair, deceptive,
24 untrue, or misleading advertisements."
25

26 180. The acts, practices, misrepresentations and omissions by defendants
27 described in subsections (a) through (q), and defendants dissemination of
28

1 deceptive and misleading advertising and marketing materials in connection
2 therewith, occurring in the course of conduct involving trade or commerce,
3 constitute unfair methods of competition and unfair or deceptive acts or practices
4 within the meaning of each of the enumerated statutes
5

6 181. Chevron's conduct, acting in concert with such operators, as
7 described this FAC, or which aided, abetted and enabled its operators or and
8 agents was and is in violation of the UCL in at least the following ways:
9

- 10 (a) Chevron's acts and practices of aiding and abetting it's by use
11 of its printed advertising and promotional materials, among
12 other conduct, permitted and empowered its Operators to
13 repeatedly charge its customers hazardous waste disposal and
14 shop supply fees, constitutes unfair or deceptive or
15 fraudulent or unlawful acts and practices, and is injurious to
16 consumer class members who have paid those fees;
17
- 18 (b) Defendants failure to disclose that the waste disposal and shop
19 supply fees were unfair, fraudulent or unlawful was designed
20 so that class members relied upon them and were damaged by
21 payment of the invalid fees;
22
- 23 (c) Charging the waste disposal fee separately obscures the true
24 nature of the charge and makes it appear as though the fee is
25 a dedicated charge that is required by law, and that the fee
26 cannot be negotiated by any customer, which was false;
27
- 28 (d) Advertising prices that appear lower than they actually are
(because the amount of fee is not plainly disclosed up front) is
an unfair practice for consumers and competitors in that it
distorts competition in the marketplace by preventing
consumers from accurately comparing the costs of the oil
change, thus causing consumers to needlessly incur
unnecessary costs;
- (e) The recycling and shop supply fees unfairly allow for an
increase in the advertised price that occurs after the customer
class members have accepted the advertised price and

surrendered their vehicle to the operators for service;

- (f) Naming the add-on charge as a “fee” is misleading;
- (g) In many instances adding such fees after the customers agree to pay a price that does not include a fee;
- (h) In all instances not disclosing the amount of the waste and shop fees until after oil change services are already performed and consumers believe that have no choice but to pay them;
- (i) Representing that the shop supply is reasonably related to the cost of certain supplies when, in fact, it is not;
- (j) Failing to inform consumers that the shop fees are not directly and proportionally related to the cost of supplies involved in their transaction but rather designed to increase defendant’s profit;
- (k) the shop supply fees are tacked-on to the advertised or agreed upon price;
- (l) These omissions of material information regarding the true nature of recycling and shop supply fees at issue, constitute unfair, fraudulent, unlawful or deceptive practices;
- (m) The misrepresentation of the both fees is an unfair or deceptive practice;
- (n) The conduct of defendants was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against defendants.
- (o) Charging for shop supplies when such supplies are not used, utilized in any manner in connection with the oil change service;
- (p) Charging a waste disposal fee for accepting used oil destined for recycling when the operators of the HXL facilities were obligated to accept used oil from consumers for recycling without charge;

1 (q) Plaintiff and Class have suffered ascertainable loss due to the
2 unfair and deceptive practices described in this Count; and

3 182. As a direct and proximate result of defendants material
4 misrepresentations and non-disclosures. Plaintiffs and the class have been
5 irreparably harmed and have suffered losses.

6
7 183. On behalf of the class, plaintiffs seek an order enjoining Chevron
8 engaging in such unfair, deceptive, or unconscionable practices. Plaintiffs also
9 seek damages, including but not limited to, awarding the full amount of money
10 that plaintiffs in class members paid as a result of these fees imposed. Plaintiffs
11 also seek an award of attorney's fees and costs.

12
13 184. Defendant's acts and practices created a likelihood of confusion or of
14 misunderstanding and misled, deceived or damaged plaintiffs and members of
15 the class in connection with the sale or advertisement of the cheap oil changes.
16 Defendant's conduct also constituted the use or employment of deception, fraud,
17 false pretense, false promise, misrepresentation, or knowingly concealing,
18 suppressing, or omitting a material fact with intent that others rely upon the
19 concealment, suppression or omission in connection with the sale or
20 advertisement of goods or services whether or not a person has in fact been
21 misled, deceived or damaged in violation of each of the above-enumerated
22 statutes.

23
24 185. Plaintiffs, on behalf of themselves and the class members, seek
25 monetary damages, treble damages and such other and further relief as set forth
26
27
28

1 in each of the above-enumerated statutes.

2 186. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent
3 acts or practices by Chevron under Cal. Bus. Prof. §17200. Plaintiffs disclaim
4 any relief from facility operators who are not parties to this action.
5

6 187. Plaintiffs request that this court enter such orders or judgments as
7 maybe necessary to enjoin Chevron from continuing its unfair, unlawful, and/or
8 deceptive practices and to provide restitution and/or restitutionary disgorgement,
9 as provided in Cal. Bus. & Prof. Code §17203 and Cal. Civ. Code §3345; and for
10 such other relief set forth below.
11

12 COUNT VII:
13 SEVENTH CAUSE OF ACTION
14 VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW
15 (Business. & Professional Code §§17500 et seq.)

16 188. Plaintiffs reallege and incorporate the foregoing allegations as if set
17 forth herein.
18

19 189. Section 17500 of the Business and Professions Act prohibits any
20 advertisement which is untrue or misleading and which is known or which by the
21 exercise of reasonable care should be known to be untrue or misleading.
22 Representative samples of these advertisements are attached as Exhibit ____.
23

24 190. Chevron issued or approved for direct and wide spread publication
25 direct to the public advertisements in connection with oil changes at HXL
26 facilities that were untrue of misleading that misled reasonable consumers of oil
27 changes to believe that waste and shop supply fees were valid and lawful fees
28

1 associated with oil changes when they were not either valid or lawful.

2 191. The acts, practices, misrepresentations and omissions by defendants
3 described above, and defendants dissemination of deceptive and misleading
4 advertising and marketing materials in connection therewith, occurring in the
5 course of conduct involving trade or commerce, constitute unfair methods of
6 competition and unfair or deceptive acts or practices within the meaning of each
7 of the above-enumerated statutes.
8
9

10 192. Defendant's acts and practices created a likelihood of confusion or of
11 misunderstanding and misled, deceived or damaged plaintiffs and members of
12 the class in connection with the sale or advertisement of the cheap oil changes.
13 Defendant's conduct also constituted the use or employment of deception, fraud,
14 false pretense, false promise, misrepresentation, or knowingly concealing,
15 suppressing, or omitting a material fact with intent that others rely upon the
16 concealment, suppression or omission in connection with the sale or
17 advertisement of goods or services whether or not a person has in fact been
18 misled, deceived or damaged in violation of each of the above-enumerated
19 statutes.
20
21

22 193. As a direct and proximate result of defendants material
23 misrepresentations and non-disclosures. Plaintiffs and the class have been
24 irreparably harmed and have suffered losses in the amount of funds used to pay
25 such fees in violation of the Act.
26
27

28 COUNT VIII:

EIGHTH CAUSE OF ACTION

(Business. & Professional Code §§17200 et seq.)

VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW

194. Plaintiffs reallege and incorporate the foregoing allegations as if set forth herein.

195. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§17200, et seq., proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business acts or practices and unfair, deceptive, untrue, or misleading advertisements."

196. California's Consumer Legal Remedies Act § 1770 of the Civ. Code ("CLRA") proscribes unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer is unlawful.

197. Class members are consumers under the CLRA and their rights and remedies under the CLRA and the UCL are cumulative. The oil and filter change involves services and the sale of goods under the CLRA.

198. A violation(s) of the CLRA renders that conduct unlawful and actionable pursuant to the UCL.

199. California Consumer Legal Remedies Act provides in subsections (a) (5), (14), (15) & (16) as follows ;

§1770. List of proscribed practices

(a) The following unfair methods of competition and unfair or

deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful.

(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have.

(9) Advertising goods or services with intent not to sell them as advertised.

(14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.

(15) Representing that a part, replacement, or repair service is needed when it not.

(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

(19) Inserting unconsonable provisions in the contract.

200. Defendant's billing practices in connection with its waste disposal and shop fees violates each of the above subsections. Subsection (14) is violated because consumers are not required by law to pay waste disposal fees to oil lube stations such as HXL facilities rather HXL is obligated to accept used oil from consumers free of charge;

(1) subsection (5) is violated by Chevron because it is represented that the services had the sponsorship, approval of Chevron when Chevron disclaims affiliation;

(2) subsection (9) is violated by Chevron because it is represented

1 in various coupons a lump sum for oil change without mention
2 of the fees contested here using the advertisement as a lost
3 leader.

4
5 (3) subsection (15) is violated by Chevron because shop supplies
6 are not needed, nor is waste disposal for all the reasons set
7 forth in this complaint;

8
9 (4) subsection (16) is violated by Chevron because shop supplies
10 were represented to have been necessary and supplied when
11 in fact they were not necessary or supplied.

12 (5) subsection (19) is violated by Chevron because at the
13 conclusion of the oil change the consumer is presented with
14 an invoice containing charges for waste disposal or shop
15 supply fees;
16

17
18 201. As a direct and proximate result of defendants material
19 misrepresentations, non-disclosures and omissions, plaintiffs and the class have
20 been irreparably harmed and have suffered losses in the amount of funds used to
21 pay such fees in violation of the CLRA and the unlawfulness provision of the
22 UCL.
23

24 IX. PRAYER FOR RELIEF

25 WHEREFORE, plaintiffs and the class members request that the court
26 enter an order or judgment against defendants, including the following:

27 A. Certification of the action as a Class Action pursuant to Rule 23(b)(3)
28

1 of the Federal Rules of Civil Procedure, and appointment of plaintiffs as class
2 representatives and their counsel of record as class counsel;

3 B. Damages or restitution in the amount of monies paid fees;

4 C. Restitution, statutory damages, punitive or treble damages, and such
5 other relief as provided by the statutes cited herein;

6 D. Pre-judgment and post-judgment interest on such monetary relief;

7 E. The costs of bringing this suit, including reasonable attorneys' fees;

8 F. An award of reasonable attorney fees and costs to be paid out of the
9 common fund for the above;

10 G. All other relief to which plaintiffs and members of the class may be
11 entitled at law or in equity; and

12 H. Chevron should be enjoined from charging these contested add on
13 fees.

14 I. No relief is expected or requested of or from the operators of the
15 facilities.

16
17
18
19
20
21 **JURY DEMAND**

22 Plaintiffs hereby DEMAND TRIAL BY JURY on their own behalf and on
23 behalf of class members.

24
25 DATED: February 16, 2018

26 Respectfully submitted,
27
28

/S/

Donald K. Birner
One of Plaintiffs attorneys

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EXHIBIT 1

Havoline[®] xpress lube[®]



10% OFF

**WHEN YOU PURCHASE
STAR SERVICE OIL CHANGE**

NO CASH VALUE - ALL LOCATIONS - EXPIRES 6/30/18

5/23/2017

www.havolinequicklube.com/print/

Please note that most offers cannot be combined.

Conventional Oil Change

\$18.99

Oil change includes up to 5 quarts of conventional motor oil and standard oil filter. Additional disposal and shop supply fees may apply. Not valid with other coupons, specials or discount offers. Valid for retail customers at participating locations. Special oils and filters are available at an additional cost. Coupon must be presented at time of service. See center manager for complete details. No cash value. Void where prohibited. Limited time offer.



Oil Change

\$ 17.99

SPRING SPECIAL

Not valid with other coupons, specials or discount offers. Most vehicles. Up to 5 quarts conventional motor oil. Plus tax & shop supplies. Not valid for high mileage, full synthetic or synthetic blend. Must present coupon at time of service. Expires 6/1/2014

\$15 OFF OIL CHANGE

With Tire Rotation & Balance



Only one certificate per purchase.
Not redeemable in cash. Must be applied
toward purchase. Coupon code: TRB15

Havoline[®] xpress lube[®]



\$10 OFF

INDIVIDUAL SERVICE!

*Just show your KVC card

10% OFF

COMBINED SERVICES

*Just show your KVC card

FULL AUTOMOTIVE REPAIR

Brakes • Tune up • Shocks • A/C Service and MORE!
Transmission Service • Radiator Fluid Exchange
Fuel Filter Replacement (Gasoline & Diesel)
Rear & Front Differentials Service • Transfer Case Service
Fuel Injection Cleaning Service • Serpentine Belt Replacement
Battery Replacement • Wiper Blades Replacement
Air Filtration System Replacement • Tire Repair Service
Engine Diagnostic

**FREE BRAKE INSPECTION
WITH THE PURCHASE
OF TIRE ROTATION**



661-587-4119

13004 Stockdale Hwy., Bakersfield, CA 93314

Havoline ***xpress lube***



\$10 OFF

INDIVIDUAL SERVICE!

*Just show your KVC card

FULL AUTOMOTIVE REPAIR

Brakes • Tune up • Shocks • A/C Service and MORE!
 Transmission Service • Radiator Fluid Exchange
 Fuel Filter Replacement (Gasoline & Diesel)
 Rear & Front Differentials Service • Transfer Case Service
 Fuel Injection Cleaning Service • Serpentine Belt Replacement
 Battery Replacement • Wiper Blades Replacement
 Air Filtration System Replacement • Tire Repair Service
 Engine Diagnostic

FREE BRAKE INSPECTION
WITH THE PURCHASE
OF TIRE ROTATION

10% OFF

COMBINED SERVICES

*Just show your KVC card



661-587-4119

13004 Stockdale Hwy., Bakersfield, CA 93314

WWW.HAVOLINEQUICKLUBE.COM



\$18⁹⁹

Conventional Oil Change

Oil change includes up to 5 quarts of conventional motor oil and standard oil filter. Additional disposal and shop supply fees may apply. Not valid with other coupons, specials or discount offers. Special oils and filters are available at an additional cost. Coupon must be presented at time of service. See center manager for complete details. No cash value. Void where prohibited. Expires 6/31/17.



* O R A N G E C O N V *



***Havoline*[®] xpress lube[®]**

**FULL SERVICE
CONVENTIONAL OIL CHANGE**
\$18⁹⁹
Regular Price \$26.99. Most vehicles. Includes up to 5 qts oil. Plus tax and shop fee. Excludes high mileage, synthetic & synthetic blend. Must present coupon.
Havoline

**HIGH MILEAGE
SYNTHETIC BLEND OR
SYNTHETIC OIL CHANGE**
\$20⁰⁰ OFF
Must present coupon.
Havoline
WIN1820ND

VALID AT ALL ST. AUGUSTINE LOCATIONS

EXHIBIT 2



Havoline® xpress lube® SALES PROGRAM AGREEMENT

This Agreement made as of _____ (hereinafter the “Agreement”), by and between **Chevron Products Company, a division of Chevron U.S.A. Inc.** (“Chevron”), a Pennsylvania corporation having a place of business at 6001 Bollinger Canyon Road, San Ramon, California, and _____ (“Customer”), a corporation having a place of business at _____, is entered into upon the following terms and conditions.

1. DURATION OF AGREEMENT. This Agreement shall commence on _____ (the “Effective Date”) and expire on _____ unless earlier terminated as provided herein.

2. LICENSE. Subject to the provisions of this Agreement and Customer’s continuing performance of its obligations under this Agreement, Chevron grants to Customer a nonexclusive license during the term of this Agreement to use and display Chevron and Havoline® trademarks (the “Licensed Marks”) in connection with the retail sale of products which are manufactured by or for Chevron (the “Products”) and which are sold to Customer by Chevron or Chevron Lubrication Marketers for distribution through the Havoline® xpress lube® facility(ies) set forth in Exhibit A attached hereto and made a part hereof (the “Facility(ies)”). This Agreement does not grant to Customer any right to sublicense the Licensed Marks unless the Customer has received prior written consent from Chevron. Customer will not do or fail to do anything by which the goodwill or the reputation associated with the Licensed Marks might be diminished or jeopardized, but to the contrary, will protect and promote the goodwill associated with the Licensed Marks. Customer acknowledges that any goodwill associated with the Licensed Marks is solely owned by Chevron. Customer may display the Licensed Marks on letterheads, statements, and similar papers but, in all cases, shall do so in a manner which discloses Customer’s identity and which does not imply Customer’s ownership of the Licensed Marks or Chevron’s ownership of the Facility(ies).

3. QUALITY STANDARDS - APPEARANCE AND OPERATIONS. Customer fully acknowledges that Chevron has developed a quality image through the investment of significant resources, time, and effort. Customer also acknowledges that Chevron has developed and maintained a quality image in conjunction with the operation of licensed xpress lube facilities. Customer further acknowledges and agrees to uphold these standards and agrees to conduct and maintain its Facility(ies) in accordance with the Havoline® xpress lube® Standards of Appearance and Operations (the “Guide”), as may be modified or updated from time to time by Chevron. Customer acknowledges that it has received a copy of the Guide. Customer further acknowledges and agrees that any deviation from the Guide will be considered a material breach of this Agreement and grounds for termination of the Agreement.

Customer also acknowledges and fully understands that training is vitally important in maintaining the image and the successful operation of the Facility(ies). Customer and/or Customer’s Facility(ies) manager shall, at their expense, attend the xpress lube training class provided by Chevron prior to commencing operations at the Facility(ies) unless the Customer has received a prior written waiver from Chevron of this requirement when available. In all instances, Customer shall ensure that Products installed into vehicles serviced at the Facility(ies) are consistent with the vehicle manufacturer’s maintenance recommendations.

Havoline® xpress lube® Sales Agreement
Page 2

4. **PRODUCTS AND QUANTITIES.** Chevron agrees to sell and deliver and Customer agrees to buy, receive, and pay for the Products for resale at Customer's Facility(ies) of the kind and quality marketed by Chevron through its licensed xpress lube facilities at the time and place of delivery in quantities specified from time to time by Customer but not less than the minimum annual quantities set forth in Exhibit A attached hereto and made part hereof.

Customer acknowledges that, by the virtue of Customer's prominent display of the Licensed Marks, consumers will expect Customer's Facility(ies) to primarily sell Havoline® and Chevron branded Products; and, accordingly, Customer agrees that, during the term of this Agreement and in connection with the operation of Customer's location, one hundred percent (100%) of all bulk and drum motor oil purchased by Customer for resale throughout the term of this Agreement will be Havoline® and Chevron branded Products. Furthermore, because of consumers' expectations of getting Havoline® and Chevron branded Products at the Facility(ies), automatic transmission fluid, gear oil, greases, antifreeze, and other Havoline® and Chevron branded Products will be stocked and featured for resale at Customer's Facility(ies) unless otherwise agreed in writing by Chevron. Chevron Supreme branded motor oils are not included as authorized Products to be sold by Customer at the Facility(ies). Competitive and non-Havoline® or Chevron products will not be prominently displayed by Customer at their Facility(ies).

In the event Chevron determines in its sole discretion that it should make available to Customer a Product or grade(s) of Product different from those provided for in this Agreement, including Products with new brand names, packaging, or formulations, or should not make available to Customer a Product or grade(s) of Product provided for in this Agreement, Chevron reserves the right at any time to discontinue supplying any such Product or to substitute a different Product or grade(s) of Product. In the event any substitution is made, any minimum quantities provided for the Product substituted for shall apply to such replacement Product or grade(s) of Product and the price shall be Chevron's applicable schedule price for such replacement Product. Thereafter, Chevron shall be relieved of any further liability or obligation to furnish the substituted or discontinued Product or grade(s) of Product.

5. **PRICES.** Prices for Products sold under this Agreement, exclusive of all applicable taxes, shall be Chevron's applicable schedule price for each such Product in effect on the date, at the time and place of purchase, and for the method of delivery.

6. **DELIVERY, TITLE, AND RISK OF LOSS.** Chevron or its agents shall deliver Products to Customer at each location identified in Exhibit A. Chevron may determine the method of transportation and the type of equipment in which such deliveries are made. For bulk Products, title and risk of loss shall pass to Customer when the Products pass the fill tube connection into Customer's equipment. For drummed and packaged Products, title and risk of loss shall pass to Customer upon the unloading of such drummed or packaged Products from Chevron's transportation equipment. Customer shall bear the cost of transportation to Customer's designated delivery points. The cost of transportation shall, at Chevron's discretion, be included in the schedule price or be included as a separate item on the invoice.

Orders for Product must specify at least the minimum quantities required at Chevron's shipping point for the applicable method of delivery unless otherwise agreed to by Chevron. Chevron may make delivery in smaller quantities.

7. PAYMENT TERMS AND CREDIT REQUIREMENTS.

(a) Customer shall pay Chevron for all purchases of Products and any other charges when due in accordance with Chevron's terms in effect on the date of delivery without setoff or counterclaim against Chevron, except for non-delivery of Products billed to Customer. Except as otherwise provided, all payments shall be in cash or in such other form and payable at such location and at such time as to Chevron may designate from time to time.

(b) Chevron may extend credit to Customer at Chevron's sole discretion, which credit may be withdrawn at any time, without prior notification to Customer. If Chevron extends credit to Customer, Chevron requires that all payments be made via Chevron's electronic fund transfer (EFT) system or in such other form and payable at such location as may be acceptable to Chevron from time to time. When requested by Chevron, Customer agrees to provide periodic personal financial statements, periodic business financial statements, in addition to applicable notes and schedules, and to furnish reasonable collateral, guarantees, and other security to support an extension of credit. Customer's failure to provide such financial information or security requested by Chevron may result in Chevron's withholding or termination of credit privileges. If Customer's ability to pay or creditworthiness shall deteriorate in Chevron's sole judgment, Chevron may, without prejudice to any remedy reserved in this Agreement or other lawful remedy, defer shipment of the Products until payment is made, demand cash payment, or terminate this Agreement. Customer acknowledges that Chevron's withholding or terminating of credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve either party of any duties or obligations under this Agreement.

(c) If at any time a difference of opinion arises between the parties as to the amount payable by Customer to Chevron for any of the Products delivered or deliverable under this Agreement or as to any other charges, Chevron may suspend all shipments until the difference of opinion is settled to the satisfaction of Chevron. Chevron is not obligated to make up shipments so suspended. Upon the written request of Customer, Chevron shall continue shipments at the prices which Chevron has in effect on the date, time, and place of shipment, and as to shipments so made, said prices shall be final and conclusive, but shall not prejudice Customer's position regarding payment for any prior shipments.

(d) Customer agrees that payments not received by Chevron or still owing more than ten (10) days past the due date will bear interest at the lesser of twelve (12%) percent per annum or the maximum lawful rate per annum. If Customer fails to make a timely payment of any amount due, then Chevron shall, in addition to any other rights or remedies available to it, have the right to setoff or equitably recoup against any amount then due Customer, up to the total amount outstanding. Moreover, in the event payment is not made when due, Chevron may suspend making all further delivery of all Products until all indebtedness is paid in full. If, on account of any breach or default by Customer of its obligations under this Agreement, it becomes necessary or appropriate for Chevron to enforce or defend any of Chevron's rights or remedies under this Section 7(d), Customer agrees to pay any and all reasonable costs associated with such enforcement or defense including reasonable attorneys' fees.

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8. PRODUCT STEWARDSHIP. Customer will not allow or permit any Products to be sold by Customer at the Facility(ies) which are mislabeled, misbranded, or contaminated. Customer will not sell or allow the sale of Products of one grade to be sold as Products of another grade. Customer will not commingle or allow the commingling of different Products or of any single Product with any other substances. Customer will not permit the sale of Havoline or Chevron branded Products under a label or designation which is in fact not a Product manufactured or distributed by Chevron or is a different branded Product than that described by the label or designation.

Customer will allow Chevron, its employees, agents, or designees to enter Customer's place of business and the Facility(ies) at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in Chevron's judgment, be reasonably required to determine that Customer is complying with its obligations under this Agreement. This will include electronically capturing sales volumes sold through Customer's Facility(ies) such as, but not limited to Chevron's ancillary product lines, lubricants, and antifreeze products. It will also include printing an invoice identical to the invoice depicted in the Guide.

Customer will commit a material breach of this Agreement if Customer sells a Product that has been commingled, mislabeled, misbranded, or contaminated. The occurrence of this event will be immediate grounds for termination, and Customer agrees (1) that Chevron can immediately enter Customer's Facility(ies) to remove Chevron's Identification, at Customer's expense, and (2) to pay all cost related to or associated with the testing of Product. At Chevron's request, Customer will supply documentation certifying that the waste oil hauler is certified to dispose of used oil and filters.

Customer shall properly dispose of all drums, pails, cans, or other containers ("Containers") which bear Chevron's Identification or a Product brand identity. In the event that Customer fails to comply with these obligations, Chevron may dispose of all such Containers and the expense of such disposal shall be borne by Customer. Customer shall reimburse and indemnify Chevron for all costs that Chevron may incur to remove and dispose of such Containers within thirty (30) days of receipt of notice by Chevron that such costs have been incurred.

9. TERMINATION. Chevron shall have the right to terminate this Agreement immediately if Customer fails to comply with any Licensed Marks, Identification or product stewardship requirements of this Agreement and for all other breaches if Customer fails to cure such breach within twenty (20) days after receiving notice of such breach. Further, if the Customer has any other agreement with Chevron that is breached by Customer, canceled, non-renewed or terminated, then this Agreement shall automatically terminate at the same time, unless otherwise waived in writing by Chevron.

10. CONSEQUENCES OF TERMINATION. If notice of termination is given, by either party, prior to the end of this Agreement, Customer will continue to operate in the best interest of Chevron until the termination of this Agreement. Upon the sooner of the expiration or termination of this Agreement, any outstanding balance due and owing to Chevron shall become immediately due and payable to Chevron by Customer including, but not limited to any sums owed to Chevron under separate cash advance or loan agreements with Chevron.

Havoline® xpress lube® Sales Agreement
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11. INDEPENDENT STATUS OF CUSTOMER. This Agreement shall not be deemed to reserve, give, or grant to Chevron any right to manage or control the day-to-day business of Customer, and neither Customer nor its employees and agents shall be considered joint venturers, partners, agents, or employees of Chevron for any reason or for any purpose whatsoever. Customer is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

12. MARKET WITHDRAWAL. In the event Chevron elects to discontinue marketing the Products through Havoline® xpress lube® facilities in a relevant geographic market area supplied by Customer, Chevron may terminate this Agreement at any time without further liability by giving Customer at least sixty (60) days' written notice. Upon receipt of notice of termination or nonrenewal, Customer may terminate this Agreement at any time prior to the expiration of said sixty (60) day period by giving written notice of termination to Chevron.

13. CHEVRON'S IDENTIFICATION AND MINIMUM STANDARDS.

(a) Customer shall install and display at the Facility(ies) an approved modular identifier and other trademarks, trade names, brand names, logos, slogans, and trade dress ("Identification") which Chevron, in its sole discretion, deems appropriate for the Facility(ies). Customer will be in breach of this Agreement if Customer does not display the required Identification of Chevron. Customer must install and properly maintain all Identification. All such Customer installed Identification remains the property of Customer but Customer's right to display such Identification shall cease immediately upon termination of the Agreement. Upon termination of this Agreement, Customer shall immediately discontinue any and all use of such Identification and shall obliterate such Identification from all real or personal property utilized by Customer. Customer likewise shall obliterate such Identification from any of Customer's real or personal property before selling any such property to a third party.

(b) Customer recognizes that it is in the interest of the parties to this Agreement for Customer to affirmatively conduct its business to reflect favorably on the parties and to further promote public acceptance of Chevron's Products and its Identification. Customer shall have the right to use certain Identification of Chevron, but only for the purpose of properly identifying and advertising Products handled by Customer in a manner and form satisfactory to Chevron in Chevron's sole judgment. Customer agrees not to claim any right, title, or interest in the Licensed Marks of Chevron. Customer shall not use the words "Texaco", "Chevron" or "Havoline" in the name of any corporation. Customer shall not use Chevron's Identification including without limitation the words "Texaco" or "Chevron" in the name of a partnership or trade style if such use is likely to create the impression that Customer's business is owned or operated by Chevron or its affiliates.

(c) Customer shall submit all promotional materials and advertising to be used by Customer which bear any of Chevron's Identification to Chevron or Chevron's designee for Chevron's prior written approval, unless such promotional materials and advertising have been approved for the particular use or consist solely of materials provided by Chevron.

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(d) All equipment used for the transfer, storage, or handling of bulk Product which bears Identification or which are painted in accordance with Chevron's specifications shall be used exclusively for Chevron's Products.

14. NO TERRITORY RESTRICTIONS. Neither the execution of this Agreement by Chevron, the authorization to identify the Facility(ies), nor any prior course of dealing between the parties shall be construed as a grant of an exclusive territory to Customer for the marketing of any of Chevron's Products, or as a restriction upon the right of Chevron to market its Products to any Customers in any area in any manner it chooses, including through its own installer facilities.

15. CONSUMER COMPLAINTS. Customer will respond (in writing if requested by Chevron) to any inquiries or complaints received by Customer or Chevron in connection with Customer's performance regarding any consumer served by Customer and take reasonable action to correct or satisfactorily resolve each such inquiry or complaint. In the event Customer is unable to satisfy the consumer's complaint in an acceptable manner, Chevron may at its discretion, following reasonable due diligence, settle the complaint directly with the consumer and charge Customer for the expenses incurred to rectify the complaint. Upon the receipt by Chevron of twelve (12) material or significant complaints in Chevron's opinion during any calendar year regarding Customer's operations at any individual Facility or all of the Facilities combined, or in the event Chevron learns of Customer's conduct at the Facility(ies) which Chevron considers to be so unacceptable in its opinion that it no longer wishes Customer to market Products at the Facility(ies), or if Customer is unwilling to take reasonable steps to resolve complaints received from consumers, then Chevron shall have the right to terminate this Agreement upon giving Customer thirty (30) days' prior written notice of such termination.

16. FORCE MAJEURE; PRODUCT SHORTAGE. Acts of God, labor disturbances, insurrections, riots, terrorism, war, general shortages of Products from whatever cause, compliance with any federal, state, or local law will excuse Chevron's obligation to deliver and the Customer's obligations to buy Products (but not the Customer's obligation to pay for Products already delivered) pursuant to this Agreement until the condition which has prevented the delivery or purchase no longer exists. Customer will also be excused from its obligation to purchase any given Products during any period in which Chevron is unable to supply that Product in the quantity reasonably ordered by Customer.

17. PRODUCT CLAIMS. Any claims for defect or variance in quality or shortage in quantity shall be made, and Chevron shall be notified and given an opportunity to inspect, within two (2) days after the Products or goods are delivered, except if delivery is made in equipment furnished by Chevron or a Chevron Lubrication Marketer, then such notice and opportunity to inspect shall be given before the Products are unloaded, and before the Products move from the point of shipment if delivery is made in equipment furnished by Customer. If equipment furnished by Chevron or a Chevron Lubrication Marketer is in bad order or leaking, Customer shall notify Chevron and the carrier and secure examination by their authorized agents of the carrier as to the condition of the shipment before the same is unloaded. Failure of Customer to comply with these requirements shall operate as a waiver of any and all claims by Customer.

Havoline® xpress lube® Sales Agreement
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18. LEGAL REQUIREMENTS. Customer shall comply fully and require its Facility(ies) to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any governmental authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of the Products and other Products and services sold by Customer at the Facility(ies). Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

19. TAXES.

(a) Customer assumes responsibility for the payment of all federal, state, and local taxes, licenses, fees, and/or duties, including but not limited to: gross receipts taxes, occupation taxes, products taxes, sales and use taxes, franchise taxes, income taxes, ad valorem taxes, property taxes, inspection fees, license fees, and all other taxes, fees, and licenses arising from the purchase, sale, transfer or disposition, holding for sale, transfer or disposition, transportation of or use of the Products covered by this Agreement. Should any government authority require Chevron to pay taxes, penalties, or interest which under this Agreement are the responsibility of Customer, Customer agrees to reimburse Chevron for all amounts so paid by Chevron.

(b) If any federal, state, or local law authorizes Customer to purchase the Products covered by this Agreement without the payment of federal, state, or local taxes, Customer agrees to furnish Chevron evidence satisfactory to Chevron of such authority. Until Customer presents Chevron with acceptable evidence of such authority, Chevron shall be entitled to bill Customer for all applicable taxes.

20. ASSIGNMENT, DELEGATION, AND SUCCESSION. Customer shall not sell or otherwise transfer ownership of, or the right to operate Customer's Facility(ies), without the prior written consent of Chevron, which shall be requested by Customer in a written notice of proposed transfer containing all material terms and conditions of said proposed transfer; provided, however, that Chevron shall have a right of first refusal to assume ownership of the Facility(ies) or operate the Facility(ies) upon the same terms and conditions as presented to Chevron in the notice of proposed transfer from the Customer and shall have the right to assign this right of first refusal to a third party; and further provided, that, in the event that Chevron or Chevron's assignee declines to exercise its right of first refusal within thirty (30) days of receipt of notice from the Customer, Chevron will not unreasonably withhold consent of the proposed transfer, on the condition that Customer will assign this Agreement to its transferee and will cause its transferee to assume the Customer's obligations under this Agreement. If the terms of the offer are modified or Customer receives a new offer, then Customer shall offer the modified or new terms to the Chevron, who has thirty (30) days to accept or reject to purchase or operate the Facility(ies) under such terms.

21. INDEMNITY AND HOLD HARMLESS. CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALL DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS CHEVRON, ITS PARENT, AFFILIATES, AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS ("INDEMNIFIED PARTIES"), AGAINST ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, SUITS, DAMAGES,

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LIABILITIES, JUDGMENTS, LOSSES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF LITIGATION, WHETHER INCURRED FOR AN INDEMNIFIED PARTY'S PRIMARY DEFENSE OR FOR ENFORCEMENT OF ITS INDEMNIFICATION RIGHTS) WHICH MAY BE INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S EMPLOYEES, CONTRACTORS, AND AGENTS) OR BY ANY THIRD PARTY ON ACCOUNT OF (I) ANY PERSONAL INJURY, DISEASE OR DEATH OF ANY PERSON(S), DAMAGE TO OR LOSS OF ANY PROPERTY, OR MONEY DAMAGES OR SPECIFIC PERFORMANCE OWED TO ANY THIRD PARTY (BY CONTRACT OR OPERATION OF LAW), AND ANY FINES, PENALTIES, ASSESSMENTS, ENVIRONMENTAL RESPONSE COSTS, OR INJUNCTIVE OBLIGATIONS CAUSED BY, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH, ACTIONS OR OMISSIONS OF CUSTOMER (INCLUDING, WITHOUT LIMITATION, ITS EMPLOYEES, CONTRACTORS, AND AGENTS) OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, (1) THE SOLE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF CUSTOMER AND (2) THE CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY IN ANY COMBINATION OF THE INDEMNIFIED PARTIES AND/OR CUSTOMER AND/OR ANY THIRD PARTY; AND (II) ANY BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT OF CUSTOMER CONTAINED IN THIS AGREEMENT.

IT IS THE INTENTION OF THE PARTIES THAT THE OBLIGATIONS OF CUSTOMER UNDER THIS SECTION ARE WITHOUT REGARD TO WHETHER THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF AN INDEMNIFIED PARTY IS A CONTRIBUTORY FACTOR, AND SUCH OBLIGATIONS ARE INTENDED TO PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY. ONLY THOSE MATTERS WHICH ARE DETERMINED BY A FINAL NONAPPEALABLE JUDGMENT TO BE A RESULT OF THE SOLE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF AN INDEMNIFIED PARTY AND NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF CUSTOMER OR ANY THIRD PARTY SHALL BE EXCLUDED FROM CUSTOMER'S DUTY TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES. IN SUCH CASES, CHEVRON AGREES TO REIMBURSE CUSTOMER FOR ITS REASONABLE ATTORNEYS' FEES, LITIGATION EXPENSES, AND COURT COSTS. THE INDEMNIFIED PARTIES EXPRESSLY RESERVE THE RIGHT TO PARTICIPATE IN THEIR DEFENSE WITH COUNSEL OF THEIR OWN CHOOSING. CUSTOMER'S OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

22. INSURANCE REQUIREMENTS. Customer shall maintain, at its sole cost, the insurance coverages set forth below with companies satisfactory to Chevron with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Chevron" as an additional insured. Certificates evidencing the required insurance coverages shall be delivered to Chevron prior to the Effective Date of this Agreement. Customer will submit updated certificates to Chevron or its designated agent once per calendar year certifying the required insurance is being maintained per the requirements of this Agreement. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects Chevron's interest until Chevron has received thirty (30) days' notice in writing of such change or cancellation.

Havoline® xpress lube® Sales Agreement
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Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to Chevron.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Customer engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting Customer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.

(c) Commercial General Liability Insurance including Products/completed operations with limits of liability of not less than \$1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of Customer including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury - \$1,000,000.00 per person, \$1,000,000.00 per accident; Property Damage - \$1,000,000.00 or a Combined Single Limit of \$1,000,000.00 for bodily injury and property damage.

(e) Garagekeeper's Legal Liability Insurance with a limit of not less than Twenty-Five Thousand (\$25,000.00) Dollars per occurrence [subsection 22(e) is not required, if Customer receives prior written consent from Chevron].

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of Customer's liability in tort or contract under the terms of this Agreement.

23. CONFIDENTIALITY. Customer agrees to hold confidential and not disclose to others, either directly or indirectly, any and all discussions, proposals, offers and marketing plans Customer received from Chevron prior to entering into this Agreement or which Customer may receive from Chevron at any time during the term of this Agreement regarding the subject matter of this Agreement and the relationship of the parties. Customer acknowledges that the elements of this Agreement are deemed confidential and agrees not to disclose any information regarding it to any third party without Chevron's prior written consent. Notwithstanding the foregoing, such duty of confidentiality shall not extend to information which is or comes into the public domain, is rightfully obtained from third parties not under a duty of confidentiality, or which is independently developed without reference to the confidential information. The duties of confidentiality imposed herein shall survive any termination or expiration of this Agreement.

24. WARRANTIES AND DISCLAIMERS. CHEVRON WARRANTS THAT THE PRODUCTS SOLD TO CUSTOMER UNDER THIS AGREEMENT SHALL MEET CHEVRON'S THEN CURRENT SPECIFICATIONS. CHEVRON MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO CUSTOMER UNDER THIS AGREEMENT, EITHER

Havoline® xpress lube® Sales Agreement
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EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

25. LIMITATION OF DAMAGES. With the exception of actions brought by Chevron to enforce its rights under Sections 8 and 13, neither party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise.

26. ALTERNATIVE DISPUTE RESOLUTION. In the event that a dispute arises between the parties concerning their respective rights under this Agreement and where commercially reasonable and practicable, the parties shall seek to resolve such a dispute by using an appropriate form of alternative dispute resolution prior to initiating formal litigation proceedings to enforce such rights.

27. NO FRANCHISE. Customer acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

28. CONFLICT OF INTEREST. Neither Customer, nor any of its directors, employees or agents shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Agreement, or enter into any business arrangement with any director, employee or agent of Chevron or its affiliates other than as a representative of Chevron or its affiliate without prior written notification thereof to Chevron. Any representative(s) authorized by Chevron may audit any and all records of Customer to the extent permitted by law, for the sole purpose of determining whether there has been compliance with this paragraph.

29. GOVERNING LAW. The governing law of this Agreement and the making thereof shall be the law of the State of California, U.S.A., exclusive of its rules on choice of law, except that a reference to "applicable law" is a reference to the law that would be applicable absent a choice of law by the parties. The courts in the State of California, U.S.A., shall have exclusive jurisdiction to entertain actions relating to this Agreement or the making thereof, or both, and the parties submit to their exclusive jurisdiction for such purposes. Each provision hereof is to be deemed severable and if any provision contravenes any applicable law, the same shall be deemed to be amended so as to conform to such law or to be deleted if it cannot be amended so as to conform.

30. ENTIRETY. This Agreement, including attachments, is intended by the parties to be the final, complete, and exclusive embodiment of their agreement about the matters covered in this Agreement, and as of the Effective Date supersedes and terminates any existing agreement under which Customer buys lubricants Products from Chevron covering the Facility(ies). No prior stipulation, agreement, or understanding of the parties, their employees or agents, whether oral or in writing, shall be valid or enforceable. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by both parties.

31. WAIVER. The right of either party to require strict performance by the other of any or all obligations imposed upon the other by this Agreement shall not in any way be affected by any previous waiver, forbearance, or course of dealing.

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32. SEVERABILITY. If for any reason a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

33. NOTICES. Any and all written notices to be given hereunder shall be posted by certified mail, personally delivered or facsimiled to the other party at the address set forth below, or at such other address as either party may designate by written notice to the other. A notice shall be deemed to have been given upon the addressee's receipt thereof or five days after mailing, whichever shall first occur.

Chevron

Customer

Chevron Products Company
Attn: Louisville Business Center
9401 Williamsburg Plaza, Suite 201
Louisville, KY 40222-5092

Attn:

Facsimile No.: (502) 420-7061

Facsimile No.: () -

34. CREDIT CARDS. Customer shall have the option to accept the Chevron credit card and other third party credit cards and debit cards which have been approved by Chevron to pay for the Products at the Facility(ies) set forth in Exhibit A attached hereto and made a part hereof. As part of the authorization to accept the Chevron credit card, Chevron requires the Customer to sign a Credit Card Authorization in the form of Exhibit B and a Retail Automation System Agreement in the form of Exhibit C.

35. APPROVAL AND SIGNING. This Agreement shall not be binding on Chevron until approved and signed on its behalf by a duly authorized officer or employee. Commencement of performance under this Agreement prior to such approval and signing shall in no case be construed as a waiver by Chevron of the above requirement.

36. The following Exhibits, if so designated, are attached hereto and by this reference incorporated herein:

Exhibit A – Premises and Quantities
Exhibit B – Credit Card Authorization
Exhibit C – Retail Automation System Agreement

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**Chevron Products Company,
a division of Chevron U.S.A. Inc.**

By: _____

Name: Nick Thurmond

By: _____

Name: _____

Havoline® xpress lube® Sales Agreement
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Title: Supervisor, Decision Support

Title: _____

Date: _____

Date: _____

DRAFT

Exhibit A
to
Havoline® xpress lube® Sales Agreement
dated by and between
Chevron Products Company, a division of Chevron U.S.A. Inc., and

PREMISES AND QUANTITIES

The Customer shall purchase Products for delivery to the following Facility(ies) in the minimum annual quantities set forth below. In the event Customer is authorized by Chevron to supply additional facilities not listed at the time of executing this Agreement, purchases for additional facilities shall not count toward Customer's annual volume obligations to Chevron under this Agreement.

	<u>Facility Address</u>	<u>Minimum Annual Gallons*</u>
1.		
2.		
3.		
4.		
5.		_____
	*Total Minimum Annual Gallons	_____

* For Customers with more than one Facility address set forth above, the minimum annual quantities required to be purchased under this Agreement are the Total Minimum Annual Gallons set forth above and the volumes listed for each Facility are listed for convenience of the parties only.

Exhibit B
to
Havoline® xpress lube® Sales Agreement
dated by and between
Chevron Products Company, a division of Chevron U.S.A. Inc., and

CREDIT CARD AUTHORIZATION

Chevron hereby authorizes Customer to accept credit cards approved by Chevron at Customer's Havoline® xpress lube® facilities only for Products sold at the Facility(ies) identified in Exhibit A and services related to the purchase of such Products, and for such other types of products and services that Chevron may from time to time designate to Customer in writing, subject to the following terms and conditions:

1. Acceptance Practices. The honoring of such credit cards by Customer and the acceptance by Chevron of authorized invoices or other evidence of debt issued thereon for sale of Products and related services made by Customer to cardholders shall be subject to terms and conditions established periodically by Chevron. These terms and conditions are set forth in Chevron's Card Guide Acceptance Policies and Procedures (MS-218 Guide) and are supplemented from time to time by Chevron. Customer acknowledges receipt of the MS-218 Guide described herein. Chevron may charge back to Customer or refuse to accept any credit card invoice pursuant to such terms and conditions and may now or in the future impose various service charges on credit card invoices submitted by Customer to Chevron. The Chevron credit card shall not be accepted as payment for petroleum products that have not been manufactured or sold by Chevron.

2. Charge-backs. Customer hereby acknowledges and agrees that if any fraudulent sales transactions are completed as a result of fraudulent activity of employees or agents of Customer or the misuse of credit card transaction information at Customer's location, Customer shall be responsible for such transactions and may be charged back by Chevron for the transaction. In addition, Customer shall be responsible for any fraudulent sales transactions occurring at third party locations as the result of a cardholder's name and/or account information contained in any media form whatsoever being obtained by reason of actions of Customer, its employees and agents failure to safeguard such data or who provide it to a third party other than Chevron without the cardholder's consent. Chevron may charge back such transactions to Customer.

3. Termination. This authorization shall terminate: (1) at Customer's option, any time upon Customer giving written notice thereof to Chevron; or (2) at Chevron's option, at any time upon Chevron giving written notice thereof to Customer; or (3) automatically, upon the expiration or termination of the Havoline® xpress lube® Sales Agreement with Customer. Upon such termination Customer shall promptly cease using all of the imprinters and imprinter plates referred to above.

Exhibit B

- 2 -

This Credit Card Authorization shall not be effective until Chevron signs below and returns a copy to Customer.

**Chevron Products Company,
a division of Chevron U.S.A. Inc.**

By: _____

Name: Nick Thurmond

Title: Supervisor, Decision Support

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

Exhibit C
to
Havoline® xpress lube® Sales Agreement
dated by and between
Chevron Products Company, a division of Chevron U.S.A. Inc., and

RETAIL AUTOMATION SYSTEM AGREEMENT

1. The System. Customer shall install a retail automation system, including hardware and software (the "System") at the Facility(ies) (unless already installed) that is acceptable to Chevron.
2. System Interface. Customer shall pay Chevron the amount of \$12.00 per month as compensation for the services required to interface the System to Chevron. Such monthly amount shall be payable in advance on the first day of each calendar month (prorated for any period less than a calendar month) during the period commencing on the date of this Agreement.
3. Operation and Use. Customer shall pay all charges and expenses in connection with the ordinary operation of the System, and shall pay for all necessary supplies, including but not limited to (if applicable) cassette tapes, disks, printer ink ribbons, printer paper rolls and report forms.
4. Limitation of Liability. Customer acknowledges that Chevron is neither the manufacturer nor the manufacturer's agent of any hardware and/or software acquired by Customer, and that CHEVRON MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF THE EQUIPMENT OR SOFTWARE, THE MERCHANTABILITY OF THE EQUIPMENT OR SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR SOFTWARE OR WORKMANSHIP IN THE EQUIPMENT OR SOFTWARE, nor any warranty that the equipment or software shall satisfy the requirements of any law, rule, specification or contract. The express obligations stated in this System Agreement are in lieu of all liabilities or obligations of Chevron for damages, including but not limited to special, indirect or consequential damages, arising out of or in connection with the delivery, use or performance of the System. Chevron shall not be liable for any lost sales or profits or for any claim or demand against Customer by any other party, except a claim for patent or copyright infringement as provided herein.
5. General.
 - (a) Chevron and its authorized representatives shall have the right at any time to enter upon the Facility(ies) to perform Chevron's obligations and exercise Chevron's rights under this Retail Automation System Agreement.
 - (b) This Retail Automation System Agreement terminates and supersedes any prior agreement between Customer and Chevron covering the use of the System or any other retail automation system at the Facility(ies).
 - (c) Chevron shall have the right at any time without notice to apply any obligation owed by Chevron to Customer, to any indebtedness of Customer to Chevron or any of its affiliates.

Exhibit C

- 2 -

This Retail Automation System Agreement shall not be effective until Chevron signs below and returns a copy to Customer.

**Chevron Products Company,
a division of Chevron U.S.A. Inc.**

By: _____

Name: Nick Thurmond

Title: Supervisor, Decision Support

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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DRAFT

EXHIBIT 3

6101 Bollinger Canyon Road
San Ramon, CA 94583
1-866-688-8890

A **Chevron** company service
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Chevron Intellectual Property LLC.

HXLSTDAPBR_02-11



Havoline® xpress lube®
Standards of Appearance and Operation



STANDARDS OF APPEARANCE AND OPERATION

The items shown in this manual present an overview of Havoline® xpress lube® Standards of Appearance and Operation, including building graphic requirements. If you have a question that is not answered here, contact your Havoline xpress lube Account Manager.

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INTRODUCTION

Evolving with Our Customers

We're defining our future with a new Havoline® xpress lube® (HXL) Image. It leverages a more contemporary and approachable Havoline logo and extends a modernized feel across every element that touches our customers. This will revitalize our brand and ensure that Havoline remains, "The best thing you'll ever do for your car."

The Havoline brand is one of the most recognized and powerful brands in the world today. Decades of effort have gone into establishing the brand's reputation for quality products and services that customers trust. That reputation is the brand's value.

The Havoline xpress lube image builds on the success of our distinct image that has resonated so well with our loyal customers. The strongest components have been revitalized with new features added to create an image that will refresh your business.

This guide describes and illustrates the appearance and service standards required of every authorized Havoline xpress lube facility. These standards are important to the success of each Havoline xpress lube facility because they meet the expectations of current and potential customers. Strictly enforced, they are the guidelines that enhance overall brand value, making every Havoline xpress lube facility more successful in the future.

The HXL Image Program provides:

- » A flexible image component system that adapts to any site configuration
- » An array of choices related to your Tier Level and variety of upgrades, each designed to meet individual architectural and marketing needs
- » Unique sign components, designed to improve your site's visibility and differentiate the Havoline xpress lube Brand from the competition

DETERMINING TIER LEVEL

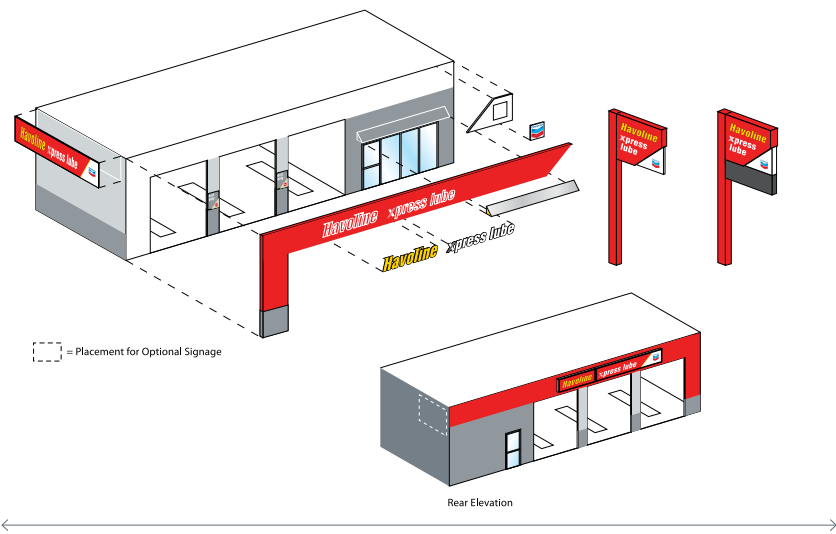
Havoline® xpress lube® Image Components

Our new 3 Tier Re-Image Program aligns the required Re-Image changes (Statement of Work) with the site volume. This ensures the most efficient use of funds that both you, the Operators or Marketers and Chevron commit. You may also, at your discretion and cost, upgrade or install components designated for a higher-tier facility. The chart below details the volume breakdowns and summarizes the major differences between the various levels.

The first thing you must do is determine the volume level of your site (actual or projected). Your volume level will determine which tier you are, based on 2009 volume.

Volume (Average GPM annual)	Tier 1	Tier 2	Tier 3
Gallorage (Max)	N/A	15,000	10,000
Range (Max-Min)	15,001+	10,001 - 15,000	7,000 - 10,000

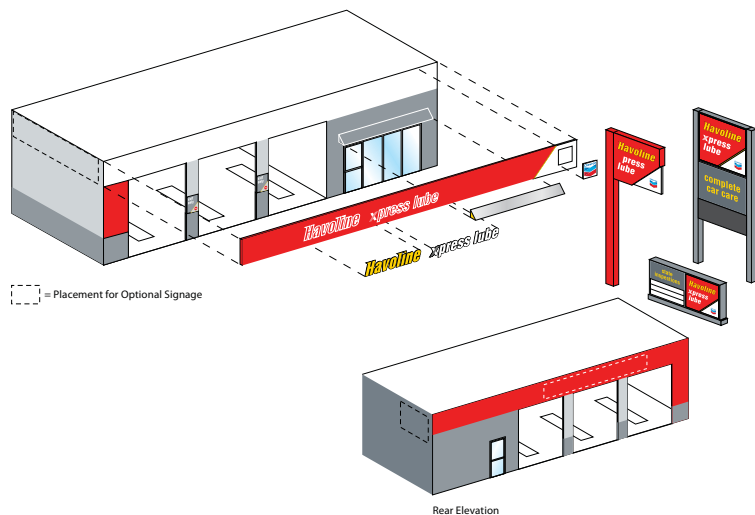
TIER 1



The Havoline® xpress lube® Image, Tier 1, provides the operator with a bold brand expression, leveraging the unique HXL Image Components to create the desired visual impact and differentiate the Havoline xpress lube Brand. The materials chosen for Tier 1 have been selected for their durability and to maintain synergies. The Tier 1 HXL Image Components include the ACM (aluminum composite material) HXL Fascia with Havoline and xpress lube channel letters, recessed white ACM with the Chevron hallmark and white LED accent light, a new silver awning and a new freestanding single pole pylon or monument sign.

- » Maximum impact and street visibility
- » Durable materials to ensure a consistent quality look for the HXL network over an extended period of time
- » Dimensional ACM fascia with HXL Channel Letters
- » Recessed white ACM with white LED accent light
- » New silver awning
- » New ACM single pole pylon sign or monument sign with recessed white ACM and white LED accent light

TIER 2



The Havoline® xpress lube® Image, Tier 2, provides the operator with a bold brand expression, leveraging the unique HXL Image Components to create the desired visual impact and differentiate the Havoline xpress lube Brand. The materials chosen for Tier 2 have been selected for their durability and to maintain synergies. The Tier 2 HXL Image Components include the ACM (aluminum composite material) HXL Fascia with Havoline and xpress lube channel letters, a vinyl white accent with the Chevron hallmark over the customer lounge, a new silver awning and a new HXL Single Pole Pylon or Monument Sign or a new face and cabinet for the existing primary ID sign.

- » Moderate impact and street visibility
- » Fewer durable materials to ensure a consistent quality look for the HXL network
- » Thinner dimensional ACM fascia with HXL Channel Letters
- » White vinyl with HXL Yellow vinyl accent stripe
- » New silver awning
- » New HXL Single Pole Pylon or Monument Sign with recessed white ACM and white LED accent light or a new face and cabinet for an existing primary ID sign.

TIER 3



The Havoline® xpress lube® Image, Tier 3, provides the operator with a minimum brand expression, leveraging some of the unique HXL Image Components to differentiate the Havoline xpress lube Brand. The materials chosen for Tier 3 have been selected to maintain synergies. The Tier 3 HXL Image components include a painted HXL Fascia with Havoline and xpress lube channel letters, a white painted accent with the Chevron hallmark over the customer lounge, a new silver awning and a new face and cabinet for the existing primary ID sign.

- » Moderate impact and street visibility
- » Painted fascia with HXL Channel Letters
- » A new face and cabinet for the existing primary ID sign

COLOR PALETTE/TYPOGRAPHY

Color Palette

HXL Brand Colors-The Havoline® xpress lube® Brand color palette includes both primary and secondary colors. This palette establishes a proprietary presence for the Havoline xpress lube Brand and must be leveraged consistently within the Havoline xpress lube network. **Note: All paint, materials and building graphics at a Havoline xpress lube must conform to the approved brand color palette.** The sample colors shown are for illustrative purposes only. Do not attempt to match paint colors against PMS (Pantone Matching System) color swatches. For exact color matching, request color control chips from the HXL Image Coordinator.

Approved Paint Suppliers

Jones Blair
2728 Empire Central
Dallas, TX 75235
John Mason
Tel: (800) 492-9400
Fax: (800) 352-7540
sales@jones-blair.com

PPG Industries
2501 Sahalee Dr. W
Sammamish, WA 98074
John Mason
Tel: (206) 228-3705
John.Mason@ppg.com
www.ppghc.com

Typography

HXL Brand Typography-The Helvetica fonts: Black Condensed and Bold Condensed are approved for use on all secondary signs, including directional, informational and secondary message signs. The main point of communication and/or information on a sign should be set in Helvetica Black Condensed. Additional information, such as regulatory information or detailed explanations on secondary signs, should be set in the Helvetica Bold Condensed font. Refer to Section 06, Secondary Image Components, for more information on the secondary signs. All secondary messages on primary ID signs should utilize the Helvetica Bold Condensed font. Refer to Section 03, Freestanding Primary ID Signs, for more information on the secondary message sign faces. Use of any other font or font family is prohibited unless the Helvetica Condensed font family is restricted by landlords and/or local ordinances and must first be reviewed and approved by the HXL Image Coordinator.

Helvetica Black Condensed

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890(-=+_*&^%\$#@!./?)

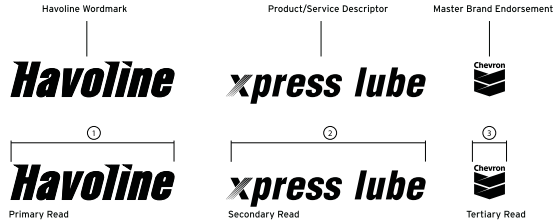
Helvetica Bold Condensed

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890(-=+_&^%\$#@!./?)

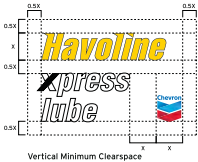
Paint Specifications – Building				
	PMS Color	Manufacturer	Number	Color
1	PMS 485c	Jones-Blair	4599I	HXL Red
		Pittsburgh Paints	Texaco #31	Red
2	PMS 430c	Jones-Blair	4599T	HXL Medium Gray
		Pittsburgh Paints	Texaco #8	Medium Gray
3	PMS 428c	Jones-Blair	A2W-D60262	HXL Light Gray
		Pittsburgh Paints	51C3 Fog	Light Gray
4	PMS White	Jones-Blair	A3W-000075	Program White
		Pittsburgh Paints	95-8001	Havoline Program White
5	PMS 10c	Jones-Blair	A2Y-D30167	HXL Yellow
		Pittsburgh Paints	95-8002	HXL Yellow
6	PMS 429c	Jones-Blair	A2W-D60263	HXL Gray Stone
		Pittsburgh Paints	517-4 Gray Stone	Gray Stone
Paint Specifications – Factory Finish				
	PMS Color	Manufacturer	Number	Color
11	PMS 430c	Jones-Blair	4599T	HXL Medium Gray
		Pittsburgh Paints	Texaco #8	Medium Gray
12	PMS 428c	Jones-Blair	A2W-D60262	HXL Light Gray
		Pittsburgh Paints	51C3 Fog	Light Gray
13	PMS Black	To visually match PMS Black		
14	PMS White	Jones-Blair	A3W-000075	Program White
		Pittsburgh Paints	95-8001	Havoline Program White
15	PMS 485c	Jones-Blair	4599I	HXL Red
		Pittsburgh Paints	Texaco #31	Red
16	PMS 10c	Jones-Blair	A2Y-D30167	HXL Yellow
		Pittsburgh Paints	95-8002	HXL Yellow

HXL BRAND ELEMENTS

The Havoline® xpress lube® Brand consists of three distinct elements: the Havoline Wordmark, the product or service descriptor and master brand endorsement. xpress lube and the Chevron hallmark function as the service descriptor and endorsement and should be read as secondary to the Havoline service offering. The HXL Brand Elements are positioned and spaced in relationship to one another according to specific brand standards. In order to maximize both legibility and visual consistency, a clear hierarchy between the HXL Brand Elements must be established. Minimum clearspace and size relationship requirements must be followed for each HXL Brand Element and are further described on the following pages. Note: Always use approved artwork. Do not attempt to recreate the Havoline Wordmark, xpress lube service descriptor or the Chevron hallmark.



The HXL Brand clearspace lockups illustrate the desired configurations and layouts for the HXL Brand Elements. The HXL Brand Element lockups are designed to ensure legibility and follow the minimum clearspace requirements for each individual brand element. Additional lockups that may be required must first be reviewed and approved by the HXL Image Coordinator.



NOTE:
These guidelines are for logo presentation on buildings only (exterior signage only). Different rules apply to logo presentation on printed materials such as labels, point-of-sale signs and other promotional items. For detailed graphic standards governing the Havoline xpress lube logo, refer to your Havoline xpress lube Graphic Standards Manual or contact your Havoline xpress lube Account Manager.

PRIMARY ID SIGN FAMILY

For maximum street impact, existing primary ID signs should be replaced with a new HXL Single Pole Pylon or HXL Monument Sign. As a minimum requirement, all existing primary ID sign cabinets and faces must be replaced to display the Havoline® xpress lube® image. Options for each of these sign types as well as color and material specifications are outlined in the following pages.

Unobstructed Views

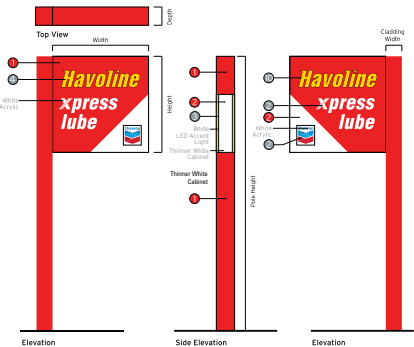
Make sure customers have an unobstructed view of the primary identifier. Do not locate the pylon near trees, utility poles or other obstructions. Do not decorate the pylon with streamers, balloons and other clutter. Do not attach any unauthorized signage to the Primary Identifier.

Single Pole Pylon

The HXL Single Pole Pylon is designed to increase the visual presence of the Havoline xpress lube. The pylon sign includes the following HXL brand elements:

- » Havoline Wordmark
- » xpress lube service descriptor
- » Chevron hallmark

The pylon sign is fabricated from HXL red and white, pre-finished aluminum composite material (ACM). The HXL Brand Elements are routed and backed in acrylic with first surface applied translucent vinyl, for illumination at night. White LED lights are embedded between the HXL Red and the thinner silver ACM cabinet to create a unique accent light on the white ACM. The sign is attached to a new single pole, clad in HXL red ACM. The pylon sign is designed for three sizes in order to accommodate landlord and/or local restrictions. Additional sizes that may be required must first be reviewed and approved by the HXL Image Coordinator. Note: The white side of the HXL Single Pole Pylon must always face the primary street adjacent to the Havoline xpress lube.

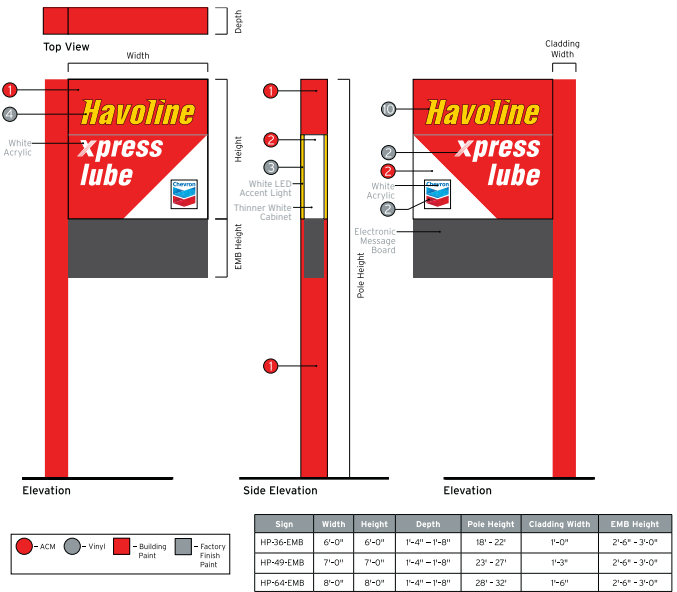


Sign	Width	Height	Depth	Pole Height	Cladding Width	Area
HP-36	6'-0"	6'-0"	1'-4"	18' - 22'	1'-0"	36 s.f.
HP-49	7'-0"	7'-0"	1'-4"	23' - 27'	1'-3"	49 s.f.
HP-64	8'-0"	8'-0"	1'-4"	28' - 32'	1'-6"	64 s.f.

Approved Sign Vendors

Federal Heath 1020 Pittsburgh Drive, Suite A Delaware, OH 43015 Juanita Beetge Tel: (903) 589-2134 jbeetge@federalheath.com Jennifer Blackmon Tel: (903) 589-2127 jblackmon@federalheath.com	Cummings Signs 4560 Trousdale Drive Nashville, TN 37204 Joe Johnson Tel: (800) 489-7446 ext 269 joe.johnson@cummingsigns.com Derek Bohanan Tel: (800) 489-7446 ext 244 derek.bohanana@cummingsigns.com
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PRIMARY ID SIGN FAMILY



Sign	Width	Height	Depth	Pole Height	Cladding Width	EMB Height
HP-36-EMB	6'-0"	6'-0"	1'-4" - 1'-8"	18' - 22'	1'-0"	2'-6" - 3'-0"
HP-49-EMB	7'-0"	7'-0"	1'-4" - 1'-8"	23' - 27'	1'-3"	2'-6" - 3'-0"
HP-64-EMB	8'-0"	8'-0"	1'-4" - 1'-8"	28' - 32'	1'-6"	2'-6" - 3'-0"

Where permitted, a new HXL Single Pole Pylon can be installed with a monochrome Electronic Message Board (EMB). The pylon sign with EMB is designed to increase visual presence as well as deliver additional messages to customers of the Havoline® xpress lube®. The pylon sign with EMB is fabricated from HXL red and white pre-finished ACM. The HXL brand elements are routed and backed in acrylic with first surface applied translucent vinyl, for illumination at night. White LED lights are embedded between the HXL red and the thinner white ACM cabinet to create a unique accent light on the white ACM. The sign is attached to a new single pole, clad in HXL red ACM. The monochrome EMB should be dual-sided with at least two lines of copy. The width and depth of the EMB must match the width and depth of the white portion of the pylon sign and must not exceed 3'-0" in height. The sign cabinet (if required) for the EMB should be painted light gray. The HXL Single Pole Pylon Sign with EMB is designed for three sizes in order to accommodate landlord and/or local restrictions. Additional sizes that may be required must first be reviewed and approved by the HXL Image coordinator. Note: The white side of the HXL Single Pole Pylon must always face the primary street adjacent to the Havoline xpress lube.

NOTE:

For guidelines on Single Pole with Manual Readerboard refer to your Havoline xpress lube Graphic Standards Manual or contact your Havoline xpress lube Account Manager.

PRIMARY ID SIGN FAMILY

HXL Twin Pole Pylon Sign Face Replacements

For existing twin pole signs, sign face replacements have been designed to increase the visual presence of the Havoline® xpress lube® when a new HXL Single Pole Pylon or Monument Sign is not installed.

When the HXL sign faces are replaced the secondary message sign faces must also be replaced. Refer to page 03.11 for more information on the secondary message sign faces.

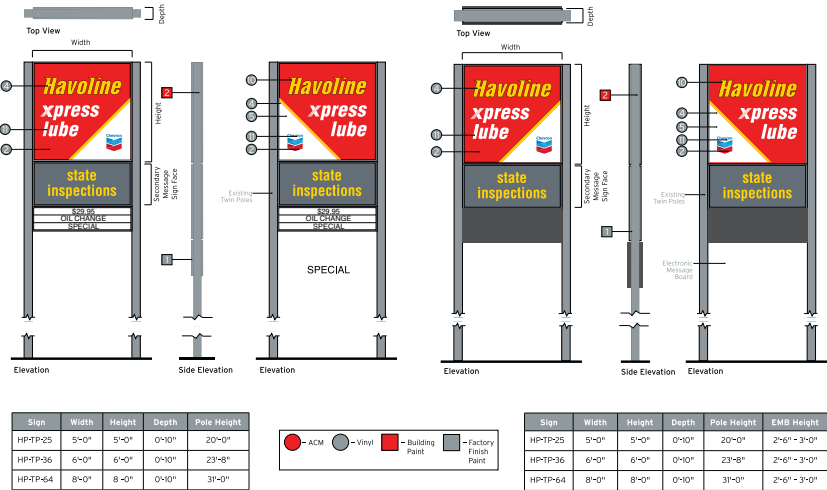
Any existing manual readerboard, must be replaced or refurbished to have a white face, black font set and even illumination.

Note: The HXL Twin Pole Pylon Sign exists only as a face replacement for signs already in the network. This sign type is not available as a new sign.

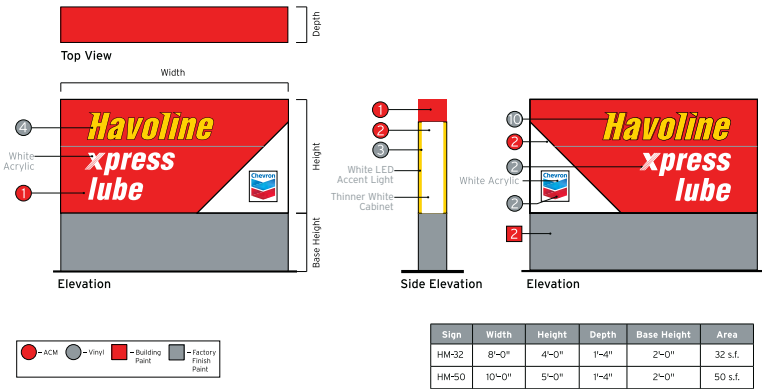
HXL Twin Pole Pylon Sign Face Replacements with New EMB

Where allowed by landlord and/or local ordinances, a monochrome EMB can be installed on an existing twin pole pylon sign.

The monochrome EMB should be dual-sided with at least two lines of copy. The width of the EMB must match the width of the HXL Twin Pole Pylon sign cabinet and must not exceed 3'-0" in height. The sign cabinet (if required) for the EMB should be painted medium gray.



PRIMARY ID SIGN FAMILY



Monument Sign

The HXL Monument Sign is designed to increase the visual presence of the Havoline® xpress lube® when a pylon sign is not permitted. The HXL Monument Sign includes the following Brand Elements:

- » Havoline Wordmark
- » xpress lube service descriptor
- » Chevron Hallmark

The HXL Monument Sign is fabricated from HXL red and white pre-finished ACM. The HXL brand elements are routed and backed in acrylic with first surface applied translucent vinyl, for illumination at night. White LED lights are embedded between the HXL red and the thinner white ACM cabinet to create a unique accent light on the white ACM. The sign is installed onto a new or existing concrete base, painted medium gray. The HXL Monument Sign is designed for two sizes in order to accommodate landlord and/or local restrictions. Additional sizes that may be required must first be reviewed and approved by the HXL Image Coordinator. Note: The white side of the HXL Monument Sign must always face the primary street adjacent to the Havoline xpress lube.

HXL Primary ID Sign Face Replacement Proportions

The HXL sign face replacements are designed to work with the various proportions of existing sign cabinets within the Havoline xpress lube network. The proportion chart can be utilized for existing pylon and monument primary ID signs as well as tenant signs.



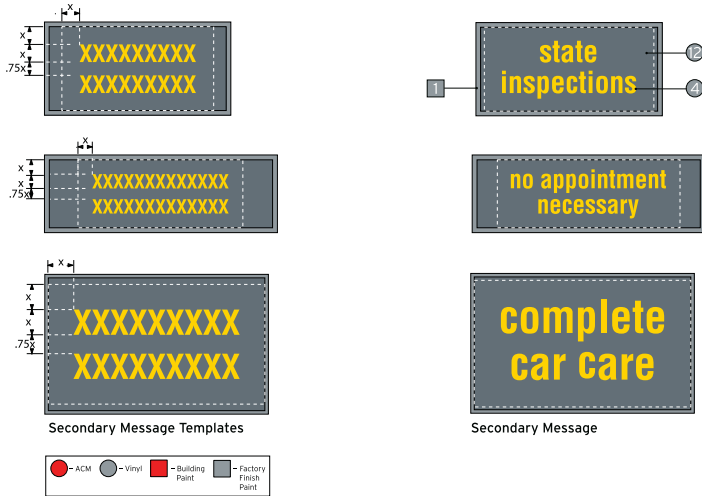
SECONDARY SIGNAGE

Secondary Message Signage

All secondary message sign faces must have a dark gray face with HXL yellow, lowercase copy utilizing the Helvetica Bold Condensed font. The sign face must have even illumination and the new cabinet must be painted medium gray. The sign face is fabricated from clear matte finish polycarbonate with second surface opaque dark gray and translucent yellow vinyl. All secondary messages must be sized by following set clear space requirements where a minimum distance of “x” must exist on all sides, with “x” being the cap height of the copy. The following are pre-approved and the allowable messages for secondary sign face replacements:

- » complete car care
- » state inspections
- » no appointment necessary
- » free car wash with oil change
- » oil change specialists
- » diesel engine specialists
- » we honor all coupons • senior citizen special
- » rainy day special

Any variation or customized messaging from the preapproved list above must be reviewed and approved by your HXL account manager.



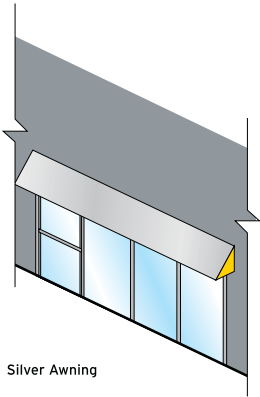
SECONDARY SIGNAGE



Directional Sign



Informational Sign



Silver Awning

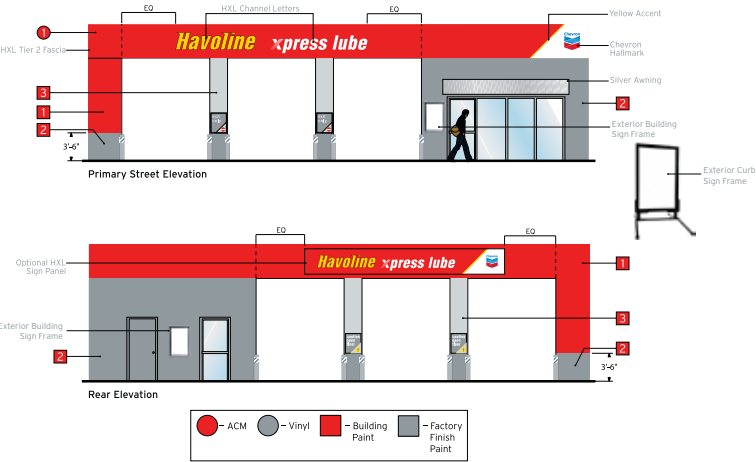
Secondary Image Components

The Havoline® xpress lube® Image has three types of secondary image components:

- » directional signs
- » informational signs
- » silver awnings

The HXL Secondary Signs help customers easily navigate when on site and provide additional and/or necessary information. The white awning is designed to provide the customer with coverage from the elements and create a unique look for the Havoline xpress lube. As a minimum requirement, all existing secondary and/or directional signs must display the Havoline xpress lube image. Options and alternatives for the HXL Secondary Image Components are available from the HXL Image Coordinator.

BUILDING EXTERIOR



Building Exterior

Havoline® xpress lube® buildings must conform to the approved design system. Full details on preferred materials, options and the sources are available from your Havoline xpress lube account manager. In some cases, building exterior appearance and specifications may be dictated by the rules of the location, as in some retail areas sharing a common design theme. Other factors that may require allowances include standing local ordinances and site-specific circumstances (such as neighboring utility fixtures, fences, outdoor boards, etc.). In every case, top priority should be given to optimum site identification and traffic flow.

- » Absolutely no competitive or unauthorized point-of-sale material or signage may be displayed on the premises
- » Building structure must meet authorized specifications
- » Wall fascia must comply with color/finish requirements
- » Trademark and logo signage must be appropriately located and operational, clean, well illuminated and meet company specifications
- » Windows must be clean, free from cracks and free of unauthorized signs
- » Authorized exterior building signs and signage hardware must be clean and current
- » Havoline xpress lube, Havoline and message board signs must be properly displayed in good condition without broken letters or discoloration
- » Walkways should be kept clean and unobstructed by any machinery or debris
- » Vending machines are never visible from the street

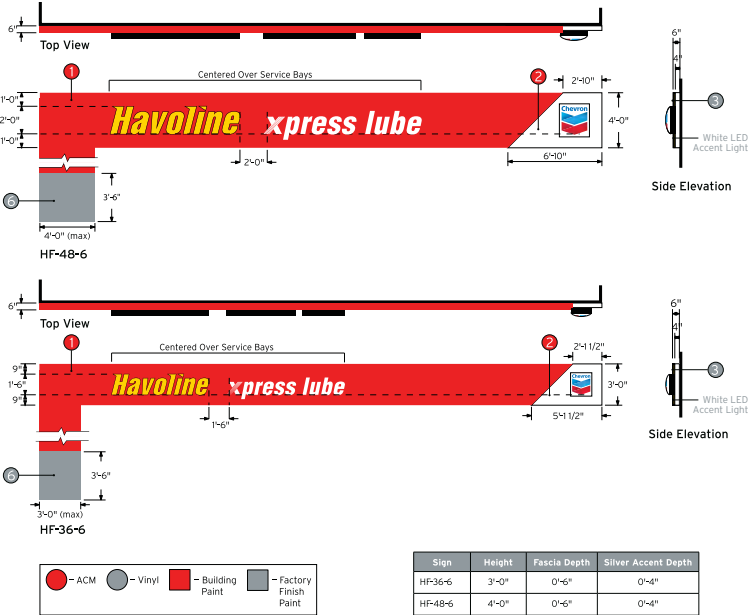
Approved Sign Hardware Vendor:

Unified Resources, Inc.
1-877-491-3619
www.ChevronMerchCenter.com

BUILDING EXTERIOR

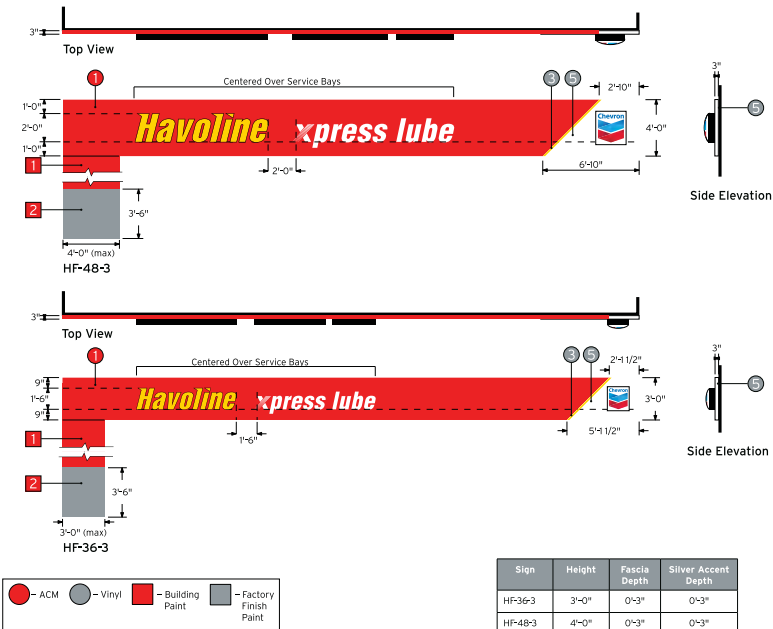
Tier 1 Exterior

The HXL fascia is required on both the primary street elevation and the rear elevation. On the primary street elevation, the Tier 1 HXL fascia consists of a dimensioned HXL red ACM fascia band that spans the full length of the building, with a white ACM accent, and white LED downlight above the customer lounge. Opposite the customer lounge and white accent a HXL red ACM “column” is added, aligning with the edge of the building. A medium gray vinyl wainscot is applied at the bottom of the column and should be 3’-6” in height or align with the nearest window sill or grout line. The size, placement and location of the HXL channel letters are described in the following pages. On the rear elevation, the HXL fascia is painted on the building and does not include the white accent or HXL channel letters. The HXL fascia on the rear elevation spans the full length of the building and is painted HXL red with a painted medium gray wainscot at the bottom of the column. In order to increase visibility on the rear elevation a HXL sign cabinet can be installed, as illustrated.



Sign	Height	Fascia Depth	Silver Accent Depth
HF-36-6	3'-0"	0'-6"	0'-4"
HF-48-6	4'-0"	0'-6"	0'-4"

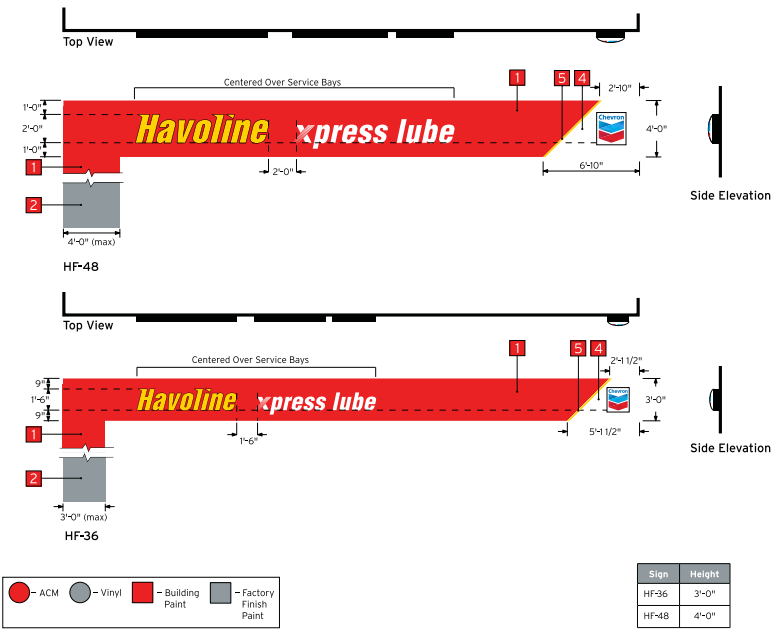
BUILDING EXTERIOR



Tier 2 Exterior

The Tier 2 HXL fascia is available in two fascia heights: 4'-0" and 3'-0". The HXL channel letters should be centered over the service bays and the white accent with the Chevron Hallmark should be installed over the customer lounge. The Tier 2 HXL fascia treatment is fabricated from HXL red ACM panels and the white accent is first surface applied opaque vinyl. A HXL yellow accent stripe between the HXL red ACM and the white vinyl accent is surface applied opaque HXL yellow vinyl. The vertical "column" of the Tier 2 HXL fascia is painted HXL red with a painted medium gray wainscot at the bottom. The width of the column should match and must not exceed the height of the HXL fascia. The white accent and the HXL channel letters do not change in size, location or layout regardless of building length. For information on how to adapt the HXL fascia for various building types and architectural styles, refer to Section 08, Architecture and Building Styles of the Havoline® xpress lube® Image Standards.

BUILDING EXTERIOR

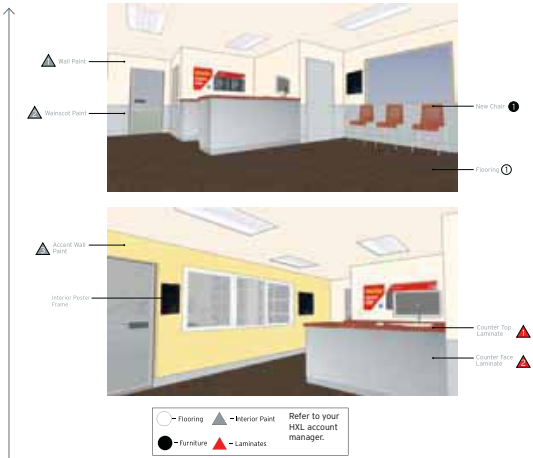


Tier 3 Exterior

The HXL fascia is required on both the primary street elevation and the rear elevation. On the primary street elevation, the Tier 3 HXL fascia consists of a painted HXL red band that spans the full length of the building with a white and HXL yellow painted accent above the customer lounge. Opposite the customer lounge, a painted HXL red "column" is added, aligning with the edge of the building. A medium gray wainscot is painted at the bottom of the column and should be 3'-6" in height or align with the nearest window sill or grout line. The size, placement and location of the HXL channel letters are described in the following pages. On the rear elevation, the HXL fascia is painted on the building and does not include the white accent or HXL channel letters. The HXL fascia on the rear elevation spans the full length of the building and is painted HXL red with a painted HXL medium gray wainscot at the bottom of the column.

Building Interior

When customers find your facility comfortable and attractive, they are much more likely to come back. Attention to a high level of detail is rewarding! The interior decor package complements the exterior Havoline® xpress lube® image as well as creates a welcoming interior environment for customers. The interior decor package includes new paint, flooring, laminates and furniture, as illustrated.



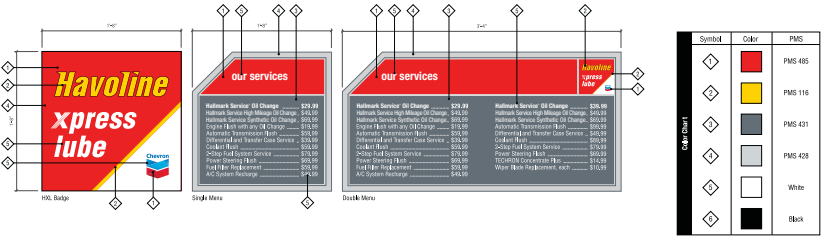
Paint, Materials and Furniture

The customer lounge walls can be treated with three paint colors: a darker wainscot color (bottom portion of the wall) and a lighter color for the upper portion. The wainscot should be no taller than 42" and align with an interior feature, such as a window sill. The wall separating the service bays and the customer lounge should be painted in the accent paint color. Existing millwork can be retrofitted with the new laminates. The metallic silver laminate is recommended for the face of the counter and/ or cabinet and the cherry wood laminate is recommended for the counter top. There are two flooring options available in the interior decor package. The two types of floors vary in price and required maintenance. Either of the two floors can be utilized with the above mentioned paint and laminates.

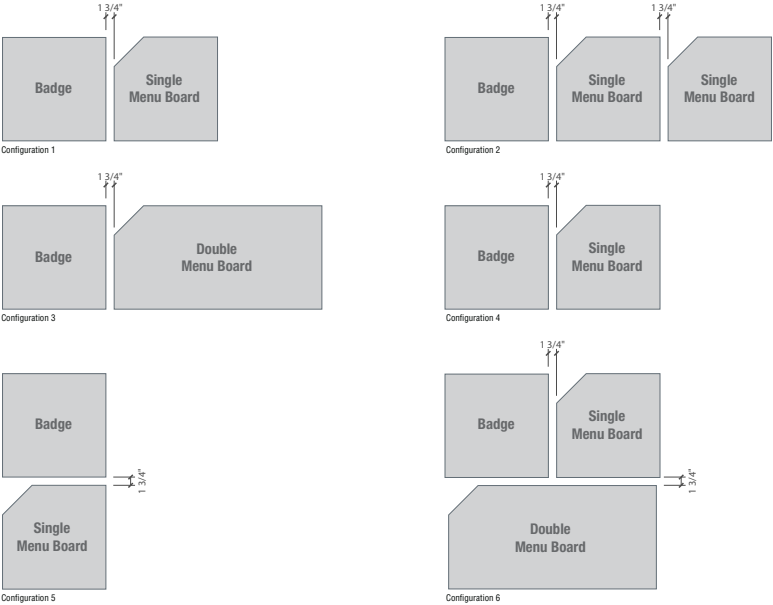


Waiting Room Interior Specifications:
Upper Wall: Sherwin Williams, Simple White SW7021
Wainscot: Sherwin Williams, Backdrop SW7025
Accent Wall: Sherwin Williams, Butter Up SW6681

Interior Menu Board Sign



Menu Board Configurations



BUILDING INTERIOR

Door Decal Configurations



Customer Access Areas

- » Keep all customer access areas bright, clean, comfortable and inviting
- » Ensure that doors, walls and ceilings are clean, bright and in good repair
- » Non-smoking areas must be clearly defined with appropriate signage
- » The Havoline® xpress lube® menu board with current prices must be properly displayed
- » All interior signs must be professional, pre-printed and current

Refreshment Area

- » The refreshment area must be kept clean and organized
- » Clean containers must be available for any liquid refreshments that are available to customers

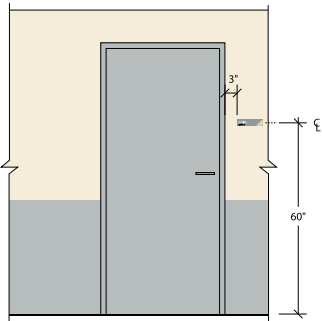
BUILDING INTERIOR

Customer Lounge

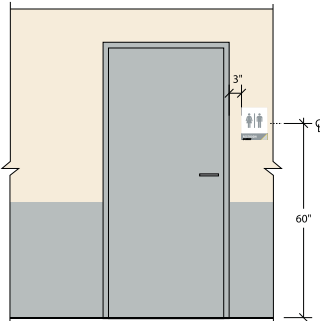
- » Adequate lighting must be in good working order
- » A courtesy phone must be readily available for customers
- » The floor must be kept clean; trash receptacles are accessible and well maintained
- » All merchandise and signage displayed must inform customers about the products and services offered
- » A games and activity area must be available for customers' children
- » Ensure that reading material is appropriate, of general interest, and kept updated; remember that many of your customers will bring their children to wait with them
- » Comfortable chairs must be in good, clean condition
- » The TV (and DVD where applicable) or central music system must be operational at all times

Refreshment Area

- » It is essential that restrooms be kept clean and furnished with the proper supplies at all times
- » Inspect and replenish them daily
- » Keep duplicate restroom keys on hand
- » Restroom signs should feature the ADA-approved graphics, and should be placed on the same side of the door as the door handle
- » New Facilities: two restrooms are required for men and women; where possible, a separate restroom for employees is recommended



Install Guidelines



Install Guidelines

Sign	Width	Height
H-INT-2	0'-8"	0'-2"
H-INT-10	0'-8"	0'-10"

DRIVEWAY AND GROUNDS

Driveway and Grounds

Successful retailing means attracting more customers. Often, the extra nudge that brings them into the facility instead of the competitors' is its overall appearance. Make your site inviting with clean, uncluttered driveways and plenty of parking spaces. Make it easy for the customer to enter and exit. Signs or pavement markings should clearly signal the customer how to proceed to the service bay. Attention to detail in and around the facility makes it attractive to your customers. Keep your driveways and bays free of spills and stains. Grounds should be manicured and pleasingly landscaped. A well-groomed site promotes a feeling of confidence among existing and potential customers. It demonstrates that the site is well managed and staffed by people who pay attention to detail. Further, it shows community awareness and professionalism as well as a concern for customer safety.

Specifications

- » Paved areas must be kept clean and free of debris or obstructions of any kind
- » No vehicles may be parked in or at the front court or driveway that would obstruct the entrance or exit in any way
- » All sidewalks must be kept clean and free of unnecessary obstructions and debris
- » Handicapped parking spaces must be clearly identified
- » Trash storage area must be maintained and receptacles covered for inclement weather conditions
- » Landscaping must be maintained in a neat condition, free of weeds and debris
- » Area lighting must be maintained and fully operational, illuminated at dusk and periods of inclement weather

This professional approach inspires customer confidence, and confidence creates repeat customer.



SERVICE BAYS

Upper Service Bays

Safe, clean and organized. In your customer's mind, the appearance and operations of your service bays may directly reflect the quality of service they are going to receive. Make sure your upper service bays clearly communicate quality, safety and efficiency.

- » Prevent accidents! Stress awareness and safety at all times
- » Everyone should know how important safety is to you
- » Train your employees to keep the bays free of any obstructions
- » Give them a place to put their tools and make sure they use it
- » Make it a priority to mop up spills as soon as they happen
- » Keep hoses properly stored when not in use to minimize the hazard of tripping

The payoff extends far beyond the service bays. Customers will sense and share the confidence and pride that vibrates through a well-run facility.

Lower Service Bays

The lower service bays are like a submarine. There's a lot going on in a small space. Therefore, the priorities here should be safety and access. This is the critical area of your Havoline® xpress lube® operation. Your crew will need to be able to move about freely and safely at all times. Make sure they are trained to handle the equipment properly, and all tools and equipment are returned to the correct storage area so nothing is lost or gets in the way. Keep walkways clear, and by all means, clean. Dispose of spent rags and trash properly and often to minimize the hazard of fire. Have a plan for emergencies, and be sure your entire crew knows what to do if one occurs. This is also where your products and fluids are stored in bulk. Since the customer never sees this part of the facility, it is tempting to accumulate cartons and cases, lockers and cabinets or anything else at the facility that can't be left upstairs. It is important not to accumulate things downstairs that do not have a function there. For maximum efficiency and safety, make it a rule that only designated items and equipment may be stored in the lower service bays.



EMPLOYEE STANDARDS

The Havoline® brand has been built on a relationship of trust with customers. That works in your favor. If you promote high standards of personal conduct and appearance at your facility, you reinforce that bond. To a customer, your staff is the real face of your facility. The impression your employees make will remain with your customers. Brief them clearly on the standards of courtesy and professional behavior you expect from them. Provide everyone with clean uniforms and make sure they are worn properly. Employee standards guidelines are designed to ensure that your staff will become your greatest asset. In addition, they will help protect you from potential risks and promote safety. Consistency of employee performance is essential to be certain that customers see the kind of quality service that will compel them to come back for future service.

Specifications

- » All personnel should wear clean, neat, company approved uniforms displaying the Havoline xpress lube logo
- » An employee while on duty at a Havoline xpress lube facility may wear no clothing or hats displaying a competitor's graphics
- » The manager's uniform should clearly identify his or her position
- » All personnel should be clean and neatly groomed, portraying a positive Havoline xpress lube image
- » Personnel working in the lower bays must wear appropriate safety equipment (helmet and safety glasses)
- » Smoking is permitted only in a designated area outside building away from customer's field of vision

Uniforms

Employees are part of the facility and should be held to the same standards of overall appearance and quality as the rest of your operation. Make sure they are provided with clean, well-fitting uniforms, and that they are properly groomed and attired to represent a positive Havoline image to your customers.

PROMOTE SAFETY AND STANDARDS

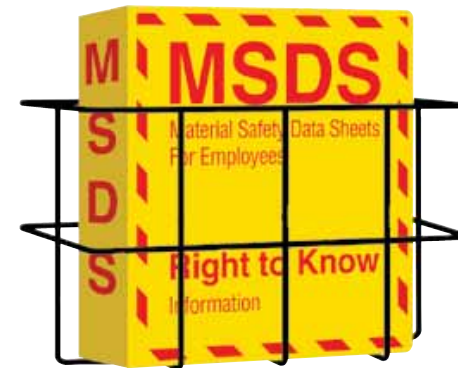
All permits, safety instructions, employee appearance standards, bulletins and other required information should be prominently displayed on the bulletin board or another safe and conspicuous location at the facility.

Mandatory Postings

- » Federal "5-in-1" Labor Law Poster®
- » Local Sales Tax Permit
- » Workman's Compensation Announcement
- » Local Occupancy Permit
- » Inspection Certificates
- » Any Certificates Relating to Local Ordinances Other Bulletin Board Items
- » Work/Shift Schedules
- » Special Employee
- » Announcements
- » Safety Bulletins

Lower Service Bays

As part of the Havoline® xpress lube® Hazard Communication Program, Material Safety Data Sheets (MSDS's) must be maintained on site for all hazardous chemicals present at each facility.



GREETING THE CUSTOMER

The greeting is crucial! The moment one of your employees greets a customer, the relationship with your facility begins. That's why it's important that your customer feels welcome immediately. Eye contact with the customer is important. It keeps the greeting personal. It also helps if eye contact is on the same level. The greeting is prompt. A clean, well-groomed, smiling attendant should meet or acknowledge the customer within 10 seconds of the customer's arrival. The greeting is enthusiastic. "Welcome to Havoline® xpress lube®! May we perform our full oil and filter change service for you today?"

Following the greeting, your customer will expect to hear what you have to offer. Take the lead by offering your special of the day or suggesting added services. When services to be performed are agreed upon, escort your customer to the waiting room and invite him or her to enjoy the amenities you have available. Make sure he or she is comfortable before returning to the service bay.

Driving Into the Service Bay - Recommended Procedures

To avoid accidents and possible injury, customers should not be allowed to drive into the bay. Instead, use these recommended procedures after the customer is escorted to the waiting area:

- » Before entering the vehicle, one lube technician applies protection to the seat, floor and steering wheel of the customer's vehicle
- » When protective items are in place, he drives it safely into the service bay guided by a second lube technician who stands at the end of the pit cover and stops the vehicle when it's in position

HALLMARK SERVICES

The essential services listed below should be performed on every vehicle. They are the heart of the preventive maintenance program customers expect from a Havoline® xpress lube® facility. They're also widely offered throughout the fast lube sector and are essential to be competitive. Optional additional services will add to your competitive edge!

Essential Services

- » Change oil with Havoline Motor Oil
- » Change oil filter with Havoline Oil Filter
- » Check air filter and change if needed with Havoline Air Filter
- » Check brake fluid. If low, inform customer and suggest customer have this checked further.
- » Check and fill power steering fluid
- » Fill windshield washer reservoir
- » Check and fill battery fluid
- » Check cooling system fluid
- » Check transmission fluid. First pint free, if required.
- » Check differential fluid. First pint free, if required.
- » Lubricate chassis
- » Check wiper blades and replace if needed with Havoline wiper blades
- » Check and properly inflate tires
- » Wash windshield, or complimentary car wash where available

The ECHO System

The echo system of command communication is a tested and proven process that pays off in clarity, safety and efficiency. That's why it's used in the military. The upper and lower bay technicians audibly and clearly repeat each other's commands while service is being performed. If your partner's echo doesn't match what you said, you'll be able to fix it right away before mistakes are made. To maintain a brisk pace of service in an environment of hot engines, cramped spaces and potentially hazardous fluids, don't allow your crew to make assumptions. Insist on the echo system of communication in the bays.

HALLMARK SERVICES

Additional Services

Additional services may also be offered. Care should be taken not to overstep the bounds of your Havoline® xpress lube® facility's area of expertise. Don't hesitate to call on the wealth of experience available from your Havoline xpress lube Account Manager.

- » AC system check and recharge
- » Air and cabin filter replacement
- » Air freshener
- » Breather filter service
- » Car wash
- » Differential service
- » Door hinge lubrication
- » Fuel filter service
- » Fuel system cleaner
- » Fuse replacement service
- » Gear box service
- » PCV valve service
- » Radiator flush service
- » Replaceable light bulb service
- » Serpentine belt service
- » State inspections
- » Tire balancing
- » Tire rotation
- » Top-off service
- » Transmission drain and filter replacement
- » Transmission flush and filter service
- » Wiper blade replacement
- » Windshield repair
- » Windshield treatment

COMPLETING THE SALE

Customer Consultation

One of the primary things customers will remember about their experience at your facility is the way they were treated. If they remember your patience, friendliness and knowledge, they will be far more likely to repeat the visit. You must build a relationship based on trust. Respectfully keep your customer informed. Anything you notice about the vehicle that may require additional attention should be brought to your customer's attention and explained clearly, without pressure. The Service Review form printed out from the Point-of-Sale (POS) computer should be used to inform customers of the manufacturer's recommended service intervals and replacement parts. Then, your customer is able to make an informed and educated decision without feeling pressured or embarrassed.

Cash Out Procedures

When it's time to cash out, the employee completing the sale reviews the itemized work completed on the customer invoice printout or work order form with the customer. Take time to answer as professionally and completely as possible. Review with the customer any other services performed and ask if there are any questions.

- » Remind the customer that a record of all services performed is retained in the computer.
- » Make sure the customer knows that the date and or mileage for the next scheduled service is noted on the service reminder static cling sticker placed inside the windshield.

Handling Complaints

Take all customer complaints seriously. They must all be resolved. A complaint can be an opportunity to show that you're willing to take that extra step to make this customer relationship work, and that alone can turn a complaint into a positive experience for both parties.

Customer Retention

Thank your customers by name for choosing your Havoline® xpress lube®. Let them know that you care about them, the maintenance of their vehicles, and that you will remind them when the next service is due. What sets your business apart from all the rest? Consider what you can do to make each visit to your facility something special and memorable. Reinforce your customers' perception of a genuine difference that will make them want to return. When they have a good experience, and quality service, your customers become a potential salesperson, because they will recommend your Havoline xpress lube to their family and friends.

Here are other things you can do beyond the sale to keep your customers coming back.

- » Make sure each vehicle that leaves your facility has a static cling reminder sticker on the windshield, so customers will know when to come back.
- » Use the Havoline Maintenance Mailer Program The Havoline Maintenance Mailer Program offers Havoline xpress lube retailers an excellent way to put their customer databases to work. With postcards and occasional specials, you can use direct mail to remind your current customers of oil change time, say "Thanks for Your Business", and enhance neighborhood awareness of your facility. Postcards like these are effective reminders to customers in your surrounding neighborhoods. You can get them through the Havoline xpress lube Havoline Maintenance Mailer Program.

STANDARDS CHECKLIST

Facility Number:		Date:	
Cross Street:			
Address:	<small>Street</small>		
	<small>City</small>	<small>State</small>	<small>Zip Code</small>
Contact Name:			
Sales Team Member:			
Phone Number:	() -		

Primary ID Sign

- 1. All necessary signs have been installed, are easily identifiable and have no discoloration. No competitive or unauthorized directional signage is present on the premises. ☐
- 2. The sign poles (if applicable) are painted according to specifications and are well maintained. ☐
- 3. All lighting for primary identification is in working order. ☐
- 4. No vehicles are parked in a way that would obstruct the visibility of the trademark sign. ☐
- 5. All authorized point-of-sale and all current promotional posters signs are in place with current sign frames on both the interior and exterior. ☐

Driveway and Grounds

- 6. Paved area is kept clean and free of debris or obstructions of any kind. ☐
- 7. No vehicles are parked in or at the frontcourt or driveway that would obstruct the entrance or exit in any way. ☐
- 8. All sidewalks are kept clean and free of unnecessary obstructions and debris. ☐
- 9. Handicapped parking spaces are clearly identified. ☐
- 10. No Havoline xpress lube image on waste containers. Trash storage area is maintained and receptacles are covered for inclement weather conditions. ☐
- 11. Landscaping is maintained in neat condition, free of weeds and debris. ☐
- 12. Area lighting must be maintained and fully operational. Site is illuminated at dusk and periods of inclement weather. ☐

Building Exterior

- 13. Absolutely no competitive or unauthorized point-of-sale material or signage will be displayed on premises including obsolete Havoline Formula 3 signs. ☐
- 14. Structure in place meets authorized specifications and wall fascia meets the color/finish requirements. ☐
- 15. Trademark and logo signage are appropriately located and operational, clean, well-illuminated and meet company specifications. ☐
- 16. Windows are free from cracks, and are kept clean and free of unauthorized signs. ☐
- 17. Authorized exterior building signs are clean and current. Havoline xpress lube and message board signs are properly displayed in good condition without broken letters or discoloration. ☐
- 18. Walkways are clean and unobstructed by any machinery or debris. ☐
- 19. Vending machines are not visible from the street. ☐

Interiors

- 20. Doors, walls and ceilings are clean, bright and in good repair. ☐
- 21. Interior signs are well maintained (not faded, scratched or obsolete, etc.). ☐

STANDARDS CHECKLIST

Standards of Appearance Checklist (Page 2 of 3)

Interiors (cont.)

- 22. Waiting room lighting is in good working order (not scratched or obsolete, no Havoline Formula 3 signs). ☐
- 23. Floor is kept clean and trash receptacles are maintained and are kept in working order. ☐
- 24. All merchandise and signage displayed informs customers about the products and services offered. ☐
- 25. Refreshment area is kept clean and organized. ☐
- 26. Non-smoking areas are clearly defined with appropriate signage. ☐
- 27. Reading material is appropriate, of general interest and is kept updated. ☐
- 28. Comfortable chairs in good condition are available and kept clean. ☐
- 29. Clean containers are available for the consumption of any liquid refreshments that are made available to customers. ☐
- 30. The TV, media center or central music system are operational at all times. ☐
- 31. The sales transaction counter is kept clean, orderly and free of clutter. ☐
- 32. Games and associated activities are available for children, and are kept in clean, orderly working condition. ☐

Restrooms

- 33. The restrooms should be kept clean and furnished with the proper supplies at all times. ☐

Upper Service Bays

- 34. Absolutely no competitive or unauthorized point-of-sale material or signage is displayed on premises. ☐
- 35. Floors are clean and free of debris. The bay floor color is black slip resistant sheet vinyl or dark gray to match building wainscot. ☐
- 36. Covers are installed over the pit openings in the floor. ☐
- 37. Shelves are clean. Merchandise is neatly stacked and organized. ☐
- 38. Walls and ceilings are painted, clean and professional looking and all windows are clean and unobstructed. ☐
- 39. All equipment is maintained and operationally safe at all times. ☐
- 40. All reels and consoles are properly decaled with the appropriate product viscosity grades, etc. ☐

Lower Service Bays

- 41. Shelves are clean. Merchandise is neatly stacked and organized. ☐
- 42. Floors, walls and ceilings are clean and free of debris. ☐
- 43. All equipment is maintained and operationally safe at all times. ☐

Bulk Tank Size Recommendations

- 44. Havoline Motor Oil and Havoline Automatic Transmission Fluid bulk tank capacity is at least 500 gallons. ☐
- 45. No competitive bulk products in tank, competitive product out of sight and all bulk tanks properly marked with current decals. ☐

Car Wash

- 46. Interior of the facility is painted to company specifications. Floors and windows (where applicable) are clean and unobstructed. ☐
- 47. All signs are professional, legible and informative, and are appropriately located. ☐
- 48. All car wash equipment, brushes, water jets, etc. are kept operational and in working order. ☐

Employee Standards

- 49. No competitor's clothing, hats or graphics can be worn by an employee while on duty at a Havoline xpress lube facility. ☐
- 50. All personnel should wear clean, neat, company-approved uniforms displaying the Havoline xpress lube logo. ☐

STANDARDS CHECKLIST

Standards of Appearance Checklist (Page 3 of 3)

Employee Standards (cont.)

- 51. All personnel should be clean and neatly groomed, portraying a positive Havoline xpress lube image. ☐
- 52. Appropriate safety equipment is worn by personnel in lower bay (helmet, safety glasses). ☐
- 53. Smoking permitted only in designated area outside building away from customer's field of vision. ☐

The Greeting

- 54. A clean, well-groomed, smiling attendant meets or acknowledges the customer within 10 seconds of the customer's arrival. ☐
- 55. The greeting is enthusiastic. "Welcome to Havoline xpress lube! May we perform our Full Service for you today? For your oil change, we will be using Havoline Motor Oil." ☐

Entering the Bay

- 56. Customer is directed to the waiting area. ☐
- 57. Lube technician safely drives customer's vehicle into bay area, guided by second lube technician. ☐

Full Service

- 58. The following services should be performed on every vehicle: ☐
 - Essential Services:
 - Change motor oil
 - Replace oil filter
 - Inspect air filter
 - Check brake fluid
 - Check and fill power steering fluid
 - Check differential fluid
 - Check cooling system fluid
 - Check wiper blades
 - Check and properly inflate tires
 - Inspect Belts
 - Lubricate chassis
 - Check and fill power steering fluid
 - Check transmission fluid
 - Check and fill battery fluid
 - Wash windows and windshield
 - Fill windshield washer fluid reservoir

The Echo System

- 59. The upper and lower bay technicians audibly and clearly repeat each other's commands while service is being performed. ☐

Customer Consultation

- 60. The Service Review or work order form is used to inform customers of the manufacturer's recommended service intervals and replacement parts. ☐

EXHIBIT 4

STATE OF NEW YORK
SUPREME COURT: COUNTY OF BROOME

PEOPLE OF THE STATE OF NEW YORK,
By ERIC T. SCHNEIDERMAN,
Attorney General of the State of New York,

Petitioner,

AFFIDAVIT OF
CONFESSION OF JUDGMENT

-against-

AOD#15-207

KOST TIRE DISTRIBUTORS, INC.
Respondent.

STATE OF NEW YORK)
)SS:
COUNTY OF BROOME)

MICHAEL KOST, being duly sworn, deposes and says:

1. I am the Vice President of Kost Tire Distributors, Inc. (hereinafter "Respondent") with offices and principal place of business located at 335 Court St., Binghamton, NY. I authorize entry of Judgment set forth below in Broome County, New York.

2. I hereby confess judgment pursuant to CPLR 3218 in favor of the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York (hereinafter referred to as "Petitioner"), for \$275,000.00 and authorize Petitioner to enter judgment against me and Respondent for that amount after deducting any amounts paid by Respondent on the amount owed up to the date of the filing of this Affidavit.

3. This confession of judgment is for a debt justly due to petitioner arising out of the following facts. On or about ^{April} March 1, 2016, Respondent entered into an Assurance of Discontinuance (hereinafter "AOD") with the Petitioner for civil penalties

and costs due in an investigation undertaken by the Attorney General against Respondent for deceptively and illegally charging consumers for oil and filter recycling fees in violation of New York Executive Law §63(12) and Environmental Conservation Law §23-2307; while also deceptively leading customers to believe that such fees were mandated by law in violation of General Business Law Article 22-A, §349. Under the terms of the AOD, Respondent agreed, among other things, to pay restitution, civil penalties and costs in the amount of \$275,000 by making payments of \$75,000 within 30 days of executing an Assurance of Discontinuance, and monthly installments thereafter of \$13,333.33 beginning on the same day of the month as the first payment is made and continuing on or before that day of each and every month thereafter for a period of 15 months. In the event that any payment is not received on or before the due date of each and every month, the then remaining outstanding principal balance becomes immediately due and payable and the petitioner is hereby authorized to file this affidavit for confession of judgment. Interest shall run on the remaining principal balance due from the date the last payment that was received by the Attorney General.

4. No part of this obligation has been paid, although payment has been demanded.

5. Respondent is indebted to petitioner in the total sum of \$275,000.00, but shall be entitled to a deduction for all payments made up to the filing of this affidavit for Confession of Judgment.

6. This Confession of Judgment is not for the purpose of securing petitioner against the contingent liability and is not an installment loan within the prohibition of CPLR 3201.

DATED: Binghamton, New York
4/1, 2014

X Michael Kost

Michael Kost, Individually and as
Vice President of
Kost Tire Distributors, Inc.

Sworn to this 1st
day of April, 2016.

Robert D. Villecco
Notary Public

ROBERT D. VILLECCO
Notary Public, State of New York
UID# 01VI6168218
Qualified in Broome County
Commission Expires June 11, 2017

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BINGHAMTON REGIONAL OFFICE

In the Matter of the Investigation by
ERIC T. SCHNEIDERMAN, Attorney General
Of the State of New York, of

AOD #:15-207

KOST TIRE DISTRIBUTORS, INC.

**ASSURANCE OF DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW § 63(15)**

Pursuant to the provisions of New York Executive Law § 63(12), and General Business Law "GBL" Article 22-A, Eric T. Schneiderman, Attorney General of the State of New York, caused an investigation to be made into the business practices of Kost Tire Distributors, Inc. (hereinafter "Kost" or "Respondent") to determine its compliance with Executive Law §63(12) which prohibits deceptive, fraudulent and illegal business practices, and GBL §349 which prohibits deceptive acts and practices in the conduct of any business in the State.

This Assurance of Discontinuance ("AOD") contains the findings of the New York State Attorney General ("OAG") in connection with its investigation of Kost and the relief agreed to by the OAG and Kost (collectively, "the parties").

FINDINGS

1. Since approximately 1938, Kost has been in the business of offering for sale and selling automobile tires and providing automotive repair and maintenance services in Upstate New York and Northeastern Pennsylvania. Kost owns and operates 25 stores in Upstate New York, including Binghamton, Ithaca, Rochester, Syracuse and Watertown and maintains an

office and principal place of business located at 335 Court Street, Binghamton, New York 13904.

2. In the regular course of its business, Kost provides an array of automotive repair services, including, among other things, oil changes.

3. Since January 1, 2012, Kost performed thousands of oil changes for consumers at its various stores throughout Upstate New York.

4. Kost acknowledges that until November 2014, it charged consumers a separate \$2.00 "oil and filter recycling" fee for each oil change it performed.

5. In being charged the separate oil and filter recycling fee, consumers are led to believe that there is a separate mandatory charge associated with recycling oil and oil filters for their vehicles.

6. Since January 1, 2012, Kost has collected "oil and filter recycling" fees from consumers in the total sum of \$181,511.36.

7. Environmental Conservation Law ("ECL") §23-2307 specifically provides that service and retail establishments shall provide and maintain used oil retention facilities properly sheltered and protected to prevent spillage into the waters and lands of New York.

8. Moreover, the statute prohibits establishments such as Kost from charging any fees for accepting and disposing of used oil.

9. Executive Law §63(12) prohibits repeated or persistent fraud or illegality in the conduct of any business. GBL §349 declares unlawful deceptive acts or practices in the conduct of any business, trade or commerce in the State.

10. Kosta's imposition of a separate "oil and filter recycling" fee is a violation of Environmental Conservation Law §23-2307.

11. Moreover, the Attorney General alleges that separately delineating and quoting “oil and filter recycling” fees on its invoices implies that the charge incurred is specific for a service purchased, and that the charge is mandated by law or regulation, which is potentially misleading to consumers.

12. By reason of the foregoing, the OAG alleges that Kost has engaged in repeated and persistent fraud and illegality in violation of Executive Law §63(12) and deceptive acts or practices in violation of GBL §349.

WHEREAS, it now appears that Kost is willing to enter into this Assurance of Discontinuance (“AOD”) without an admission of wrongdoing. The OAG is willing to accept this AOD pursuant to Executive Law § 63(15) in lieu of commencing a statutory proceeding; and

WHEREAS, the parties believe that the obligations imposed by this AOD are appropriate:

PROSPECTIVE RELIEF

13. IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, its agents, employees, successors and/or assigns, and by any entity by and through whom it may act or conduct its business, that it will not engage in deceptive, fraudulent or illegal business acts or practices in its automotive service business.

14. IT IS FURTHER UNDERSTOOD AND AGREED that Kost shall comply with ECL §23-2307 by accepting, at no charge, during normal business hours used oil from customers and non-customers in quantities up to five gallons per day and properly dispose of the same according to rules and regulations adopted by the Commissioner of DMV.

RESTITUTION

15. IT IS FURTHER UNDERSTOOD AND AGREED that upon the execution of this AOD, Kost will pay restitution in the form of disgorgement of "oil and filter recycling" fees paid by consumers in the amount of \$181,511.36. Such payment shall be made by certified bank check made payable to the "State of New York" and shall be delivered or mailed to Attorney General Eric T. Schneiderman, in c/o Michael J. Danaher, Jr., Assistant Attorney General of the Office of the Attorney General, 44 Hawley Street, 17th Floor, Binghamton, N.Y. 13901.

PENALTIES AND COSTS

16. IT IS FURTHER UNDERSTOOD AND AGREED by Kost that upon execution of the AOD, it shall pay a civil penalty in the sum of \$93,488.64. Such payment shall be made by certified or bank check payable to the "State of New York" and shall be delivered or mailed to Attorney General Eric T. Schneiderman, in c/o Michael J. Danaher, Jr., Assistant Attorney General of the Office of the Attorney General, 44 Hawley Street, 17th Floor, Binghamton, N.Y. 13901.

PAYMENTS

17. Payments of the restitution, penalties and costs in the amount of \$275,000 set forth above shall be made as follows: \$75,000 on or before 30 days from the date of the execution of this AOD, and monthly installments of \$13,333.33 beginning on same day of the month as the first payment is made and continuing thereafter for a period of 15 months. All payments are to be made by certified or bank check, payable to the "State of New York," and shall be delivered to the address specified in this AOD. In the event any payment is not received on or before any due date, the then remaining outstanding balance shall become immediately due and payable and the Attorney General shall be entitled to file a confession of judgment against Respondent without further notice. In the event the remaining balance becomes immediately due

and payable, interest shall run at the statutory rate of 9% per annum from the date of the last payment received from Respondent.

18. Said payments are hereby guaranteed by Michal Kost, Vice-President of Respondent, and who agrees that in the event of default in payment OAG may file a confession of judgment executed simultaneously herewith against both him and Respondent in the amount then due and owing, with interest.

MISCELLANEOUS

19. The Attorney General has agreed to the terms of this AOD based upon, among other things, the representations made to the OAG by Respondent and the OAG's own actual investigation as set forth above. To the extent that any material representations are later found to be inaccurate or misleading, this AOD is voidable by the OAG at his sole discretion.

20. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD has been made to or relied upon by Respondent in agreeing to this Assurance.

21. Nothing in this AOD shall be deemed or construed as an admission of any wrongdoing by Respondent and it shall not be admissible in court for such purpose.

22. Respondent represents and warrants, through his signature below, that the terms and conditions of this AOD are duly approved, and execution of this AOD is duly authorized. Respondent shall not take any action or make any statement denying, directly or indirectly, the propriety of this AOD or expressing the view that this AOD is without factual basis. Nothing in this paragraph affects Respondent's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party.

This AOD is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Respondent.

23. This AOD may not be amended except by an instrument in writing signed on behalf of all the parties to this AOD.

24. This AOD shall be binding on and inure to the benefit of the parties to this AOD and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this AOD without the prior written consent of the OAG.

25. In the event that any one or more of the provisions contained in this AOD shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

26. To the extent not already provided under this AOD, Respondent shall, upon request by the OAG, provide all documentation and information reasonably necessary for the OAG to verify compliance with this AOD.

27. All deliveries of documents or payments to the OAG pursuant to this AOD shall be made by personal delivery or by first class U.S. Mail to:

If to the Respondent:

Kurt Schrader, Esq.
Pope, Schrader & Pope, LLP
2 Court St, 4th Floor
P.O. Box 510
Binghamton, NY 13902

If to the OAG to:

Michael J. Danaher, Jr.
Assistant Attorney General

New York State Attorney General's Office
44 Hawley Street, 17th Floor
Binghamton, New York 13901

28. Acceptance of this AOD by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and Respondent shall make no representation to the contrary.

29. Pursuant to Executive Law § 63(15), evidence of a violation of this AOD shall constitute *prima facie* proof of violation of the applicable law in any action or proceeding thereafter commenced by the OAG.

30. If a court of competent jurisdiction determines that Respondent has breached this AOD, the Respondent shall pay to the OAG the costs, if any, of such determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

31. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. The OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

32. Nothing contained herein shall be construed as to deprive any person, including especially any consumer with whom the Respondent has done business, of any private right under the law.

IN WITNESS WHEREOF our signatures are affixed.

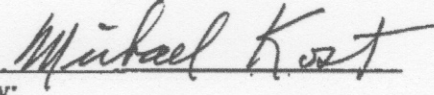
ERIC SCHNEIDERMAN
Attorney General of the State of New York

By: 

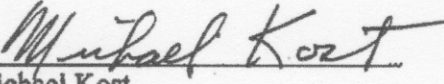
Michael J. Danaher, Jr.
Assistant Attorney General

Date: April 5, 2016

KOST TIRE DISTRIBUTORS, INC.

x 
By:

Date: 4/1, 2016

x 
Michael Kost

Date: 4/1, 2016

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
 : ss
COUNTY OF BROOME)

Michael Kost, being duly sworn, deposes and says:

I am the owner of Kost Tire Distributors, Inc., the party described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of Kost Tire Distributors, Inc., and those responsible for the acts of said entity and duly acknowledge same.

ROBERT D. VILLECCO
Notary Public, State of New York
UID# 01VI6168218
Qualified in Broome County
Commission Expires June 11, 2019

Robert D. Villecco
Notary Public
Comm. expires: 6/11/19

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss
COUNTY OF BROOME)

On the 1st day of April, 2016 before me personally came Michael Kost, to me known and known to me to be the same person described herein and who executed the foregoing instrument in his individual behalf and who acknowledged to me that he executed the same.

ROBERT D. VILLECCO
Notary Public, State of New York
UID# 01VI6168218
Qualified in Broome County
Commission Expires June 11, 2019

Robert D. Villecco
Notary Public
Comm. expires:

EXHIBIT 5

Jiffy Lube International, Inc.

a subsidiary of Pennzoil-Quaker State Company

700 Milam, Houston, Texas 77002
P. O. Box 4427, Houston, Texas 77210-4427
Phone 713.546.6940 Fax 713.546.8887
Kevin.Lyng@Shell.com

Kevin M. Lyng
Senior Vice President
Franchise Operations & Development

September 10, 2004

Dear Jiffy Lube Franchisee:

This letter is to inform you that JLI has entered into a settlement agreement with respect to class action lawsuits filed relating to the charging of environmental surcharges. The settlement agreement is subject to final court approval.

Pending Litigation

As you may know, Jiffy Lube International, Inc. ("JLI") has been named as a defendant in a number of consumer class actions in state courts in Arkansas, California, Florida, New Jersey, New York, Oklahoma, and Texas regarding the environmental surcharge or similarly-named fee charged in connection with Jiffy Lube Signature Service® Oil Changes and other services.¹ These complaints allege that the environmental surcharge breached Jiffy Lube stores' contracts with their customers, that Jiffy Lube was unjustly enriched by the collection of such fees, and/or that the collection of such fees was a deceptive or unfair trade practice.

The Arkansas and Oklahoma cases purport to assert claims on behalf of nationwide class of customers, both customers who visited company-owned stores and customers who visited franchise-owned stores. The remainder of these cases assert statewide classes only. The Arkansas action names a franchisee as a representative of a defendant class of franchisees. The California actions also name franchisees as defendants.

The Settlement Agreement

In July 2004, JLI entered into a settlement agreement with the plaintiffs in the Oklahoma action. This settlement, if it is approved by the Oklahoma court after a final fairness hearing, will resolve all claims asserted against JLI in all the class actions relating to environmental surcharges that are pending around the country (including any claims that customers who visited franchise stores might assert against JLI). The settlement agreement will not resolve any claims that may be asserted against franchisees directly (not all

¹ The New York lawsuit only alleged claims on behalf of customers of company-owned stores, and JLI previously entered into a settlement agreement with respect to this case.

Jiffy Lube Franchisees
September 10, 2004
Page 2 of 6

franchisees charged environmental fees). The final fairness hearing to consider approval of the settlement is scheduled for November 17, 2004. Notice of the proposed settlement is being issued to settlement class members as described below. Settlement class members can accept the settlement, opt-out of the settlement classes, or appear at the fairness hearing to object to the fairness of the settlement.

A. Settlement With Respect to Company Store Customers

In April 2004, JLI company-owned stores ceased charging an environmental surcharge. Pursuant to the terms of the settlement agreement, JLI agreed not to reinstitute the environmental surcharge or similarly named fee. In settlement of the claims asserted by company store customers, JLI has agreed to provide company store customers a \$5 coupon off the price of an oil change. These coupons are stackable up to \$10 and can be redeemed at company store or franchise store locations. JLI will provide these coupons – along with notice of the proposed settlement -- by direct mail to approximately 8 million company store customers. A copy of the form of the mailed notice is attached as Exhibit A to this letter. This postcard notice will be mailed during the period August 10, 2004 through September 24, 2004. In addition, JLI will publish notice of the proposed settlement in *USA Weekend* and *Parade* magazine on Sunday, September 19, 2004. A copy of the form of published notice is attached as Exhibit B to this letter. These notices provide additional information about the settlement.

B. Settlement With Respect to Customers Who Visited Franchise Locations

Not all franchisees charged environmental fees. In settlement of the claims asserted against JLI by customers who visited franchise locations who were charged environmental fees, JLI agreed to ensure that future editions of the P.O.S. manual omit all references to environmental surcharges or environmental fees. In addition, JLI agreed to issue a notice to all its franchisees stating

- Jiffy Lube International's company-owned stores no longer charge an environmental surcharge or similarly-named fee.
- If franchisees elect to continue charging environmental fees, franchisees must ensure that the fees are fair and reasonable and are properly disclosed and described to customers before the service is performed.
- The settlement between JLI and Plaintiffs does not release franchisees of any liability and franchisees may face claims by customers relating to the charging of environmental fees.
- Franchisees' pricing policies must be clear, and not misleading or deceptive. Each franchisee should review its pricing policies and procedures accordingly.

Jiffy Lube Franchisees
September 10, 2004
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- Franchisees cannot use the POS system to impose a charge or fee that has not been fully disclosed to customers.

Customers who only visited franchise locations will not receive coupons as part of this settlement, and they will only receive notice by publication; they will not receive the postcard notice.

In addition to the benefits to be provided to class members described above, JLI also agreed to pay plaintiffs' counsel's attorneys' fees, costs and expenses, as well as the considerable costs of notice and administration of the settlement.

* * *

Please contact Robb Harling at 713-546-4244 or Lenny Lazarofsky at 713-546-3604 if you have any questions or would like further information regarding this settlement.

Sincerely,

Kevin Lyng

EXHIBIT "A"

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You received this summary notice because you are a member of a proposed nationwide Settlement Class in an action filed against Jiffy Lube International, Inc. ("JLI"), and you are a JLI customer who paid an "environmental surcharge" of \$0.80 to \$1.25 in connection with a Jiffy Lube Signature Service® oil change performed at a Jiffy Lube store owned by JLI, and whose rights may be affected by the Settlement. This action is styled, No. CJ-2002-352; *Stephanie Bayhille and Joseph Brent Smith v. Pennaco-Quaker State Company and Jiffy Lube International, Inc.*; In the District Court in and for Cherokee County, State of Oklahoma. Similar actions are pending against JLI in jurisdictions throughout the country including Arkansas, California, Florida, New Jersey, New York, and Texas as of June 2004. The Proposed Settlement and/or the redemption of this coupon will release all claims asserted against JLI and parties in this lawsuit, as well as in the lawsuits in the other states, except New York.

THE PROPOSED SETTLEMENT: JLI will: (1) agree to the certification of two nationwide settlement classes ("Classes") of (a) Company Store Customers and (b) Customers Who Visited Franchise Locations (Not all JLI franchise stores charged an environmental surcharge or similarly named fee); (2) provide each Company Store Customer Settlement Class Member with a coupon for \$5 off an oil change (coupon attached); (3) agree that its company-owned locations will not re-institute an "environmental surcharge;" (4) provide notice to its franchise stores (a) that JLI company owned stores have ceased charging the environmental surcharge and (b) other information regarding environmental surcharges; (5) pay Plaintiffs' attorneys' fees, costs and expenses up to \$2,750,000; and (6) pay the costs of notice and administration of the Settlement. Class Counsel believes that the Settlement is fair and reasonable.

THE RIGHT TO PARTICIPATE OR BE EXCLUDED FROM THE SETTLEMENT: Settlement Class members may participate in or be excluded from the Settlement.

1. **Participating in Class and Settlement.** Settlement Class members who wish to participate in the Settlement need not do anything to remain a Settlement Class Member and to use the attached \$5 coupon. Company Store Customer Settlement Class members can use the attached \$5 coupon after the Settlement becomes effective and nonappealable. All Class members who do not exercise their right to exclude themselves from the Class in the manner set forth below release JLI and all Released Parties including, its current employees, agents, parents, subsidiaries, and affiliates -- but not JLI franchisees -- from any and all claims relating to the assessment of an "environmental surcharge" or similarly-named fee by JLI or JLI franchisees.

2. **Opting Out of Class and Settlement.** If you wish to be excluded from the Class, you must send a written Request for Exclusion to the Claims Administrator, P.O. Box 6168, Nowato, CA 94948-6168, stating your name, address, and the statement "Requests exclusion from the Classes in *Bayhille v. JLI*, Case No. CJ-2002-352." Requests for Exclusion must be signed and postmarked by October 25, 2004.

3. **Fairness Hearing.** The District Court for Cherokee County Oklahoma, will hold a hearing on November 17, 2004 at 3:00 p.m. to determine whether the proposed Settlement is fair, reasonable and adequate. **YOU ARE NOT REQUIRED TO ATTEND UNLESS YOU ARE FILING AN OBJECTION, BUT YOU MAY DO SO IF YOU WISH.** The date of the hearing is subject to change without notice.

4. **Objecting to the Settlement.** As a Settlement Class member, you may appear at the Hearing to be heard in opposition to the fairness of the Settlement, provided that you send a written Notice of Objection to the Settlement to the Cherokee County District Court Clerk, 213 W. Delaware, Room 300, Tahlequah, OK 74464; Harry Scoufos, Law Offices of Harry Scoufos, P.C., P.O. Box 787, Sallisaw, OK 74955 (Class Counsel); and Paula W. Hinton, Vinson & Elkins L.L.P., 2300 First City Tower, 1001 Fannin Street, Houston, TX 77002 (JLI Counsel) by October 25, 2004. Your written objection must include: (a) a notice of intention to appear containing the approximate dates on which you had your vehicle serviced and were charged and paid an "environmental surcharge" and the address of the Jiffy Lube store where service was performed; (b) a detailed statement of each objection asserted; (c) the grounds on which you desire to appear and be heard; and (d) any documents and writings which you desire the Court to consider and a list of witnesses you may call by live testimony.

ADDITIONAL INFORMATION: This is a summary only. You may receive a complete copy of the form of Notice, the Settlement Agreement, and additional information by logging on to www.environmentalsurchargesettlement.com or by calling 1-866-435-5382. The Settlement Agreement and case file may be reviewed during regular business hours at the Clerk's office, Cherokee County Courthouse, 213 W. Delaware, Room 300, Tahlequah, OK 74464.

**Important Legal Notice
Of Proposed Nationwide
Class Action Settlement
Relating to Jiffy Lube International, Inc.
"Environmental Surcharge"
And \$5 Coupon**

Bayhille v JLI Settlement
P.O. Box 6168
Novato, CA 94948-6168



||||| 1234567890

**Coupon for \$5.00 Off Jiffy Lube
Signature Service ® oil change
at any Jiffy Lube location.**

This coupon is transferable and stackable, up to \$10.00. This coupon is valid only after the Effective Date of the settlement, and it expires on 1/31/06 or within one year of the Effective Date, whichever is later. If you have difficulty redeeming this coupon please call 1-800-344-6933.

||||| JLB-1234567890

First Last
Jiffy Lube Customer
Address
City, State Zip

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2006 BY 60322 UCBAW

[illegible][illegible]

1. The first step in the process of the investigation is the identification of the subject. This is done by the investigator who is assigned to the case. The investigator will then attempt to determine the subject's background, including their education, employment, and social contacts. This information is then used to develop a profile of the subject, which is used to guide the investigation.

THE UNIVERSITY OF CHICAGO PRESS

It is the policy of the U.S. Government to provide information to the public through the Freedom of Information Act, 5 U.S.C. 552, and the Privacy Act, 5 U.S.C. 552a. This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, and the Privacy Act, 5 U.S.C. 552a. This information is exempt from public release because it is information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, and the Privacy Act, 5 U.S.C. 552a. This information is exempt from public release because it is information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, and the Privacy Act, 5 U.S.C. 552a.

OFFICERS OF THE U.S. ARMY, 4th INFANTRY

The foregoing information was obtained from a confidential source who has provided reliable information in the past.

What is the National Debt?

6. Company Share and Employee Ownership Plans. The Company has a Share Purchase Plan for its employees and a Share Ownership Plan for its employees. The Share Purchase Plan is a plan that allows employees to purchase shares of the Company at a discount. The Share Ownership Plan is a plan that allows employees to own shares of the Company. The Company has also established a Share Incentive Plan for its employees. The Share Incentive Plan is a plan that allows employees to receive shares of the Company as an incentive for their performance. The Company has also established a Share Award Plan for its employees. The Share Award Plan is a plan that allows employees to receive shares of the Company as an award for their performance.

6. Examine the effect of the following factors on the rate of reaction:

1. The above information is being furnished to you for your information only and is not to be used for any other purpose.

At the same time, it is important to note that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee in the United States. The Commission is therefore unable to provide any further information on this matter.

[illegible]

1. The Commission has received information that the following persons have been identified as being involved in the activities of the Communist Party, U.S.A., in the State of New York:

NAME (Last, first, middle) _____ DOB _____

1. The above described and defined activities of the National Student Reliance Fund are being carried out in accordance with the terms of the National Student Reliance Fund, which is a non-profit organization established for the purpose of providing financial assistance to students of the National Student Reliance Fund. The National Student Reliance Fund is a non-profit organization established for the purpose of providing financial assistance to students of the National Student Reliance Fund. The National Student Reliance Fund is a non-profit organization established for the purpose of providing financial assistance to students of the National Student Reliance Fund.

ALL COMPANY STORE SETTLEMENT CLASS MEMBER ENVIRONMENTAL PURCHASE CLAIM FORM FOR IS COUPON

THESE ARE THE ONLY TWO COPIES OF THE DOCUMENTS IN THE FILES OF THE FBI. THE OTHER COPIES WERE DESTROYED IN THE FIRE AT THE FBI HEADQUARTERS IN 1946. THE DOCUMENTS WERE RECOVERED FROM THE DEBRIS OF THE BUILDING IN 1947.

14-00000

[illegible]

1. Acquisition of L2

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a copy of the original letter, and is signed by the President.

[illegible][illegible]

CONFIDENTIAL

[illegible]

EXHIBIT 6



HAVOLINE XPRESS LUBE
8717 Ogden Ave
Lyons, IL 60534
Phone - (708)442-6168
WWW.CHICAGOLANDHXL.COM

DON POTTER
2227 MAYFLOWER
PEKIN, IL 61554
(309)303-1178
A

Invoice

534595

License	Year	Make	Model	Engine	Mileage	Date	Time
ANNP3	2013	Nissan	Rogue	[-] 4 Cyl 2.5 L(-)	31641	6/20/17	10:40 AM

VIN: JN8AS5MT1DW043463 Punchcard Total: 1

Check List		Services Completed	Qty	Total
Checklist Item	Status			
checkpoints		SYNTHETIC FULL SERVICE OIL CHANGE	1.000	64.99
Lubrication Points	Sealed	5w30syn SYNTHETIC OIL	4.900	
Transmission Fluid	Checked & OK	POF4622 OIL FILTER	1.000	
Power Steering Fluid	Checked & OK			
Radiator Fluid	Checked & OK			
Washer Fluid	Added			
Battery	Checked & OK			
Air Filter	Checked & OK			
Belts	Checked & OK			
Lights	Checked & OK			
Tire Pressures	Nitro, not adjusted			
Transfer Case	N/A			
Front Differential	N/A			
Rear Differential	N/A			
Wiper Blades	Checked & OK			
Fuel Filter	N/A			
Plug Gasket	Checked & OK			
Cabin Filter	N/A			
Vacuum Interior	N/A			
Wash Windows	N/A			
Pre-Service Oil Level	1/2 Qt Low			
Cust Shown Full Dipstick	Yes			
		Subtotal		\$64.99
CSA: JOHN.G		Coupon:		\$10.00
CT: JOHN.G		HAZ WASTE DISPOSAL:		4.14
		Subtotal:		69.13
		Tax (10.000%)		\$1.00
		Total		\$60.13
		Amt Tendered: Cash 61.00		\$61
			Change	\$0.87
Service Remarks		Return For Service		
FULL OIL LEVEL CHECKED AND VERIFIED BY CUSTOMER. CUSTOMER WITNESSED OLD OIL FILTER REMOVED FROM VEHICLE. CUSTOMER WITNESSED OLD OIL REMOVED FROM VEHICLE. CUSTOMER WITNESSED NEW OIL FILTER INSTALLED TO VEHICLE. CUSTOMER WITNESSED NEW OIL ADDED TO VEHICLE. CUSTOMER WAS SHOWN OLD PARTS AND GIVEN OPTION TO TAKE WITH. OUR SERVICE IS GUARANTEED, IF A PROBLEM ARISES PLEASE CALL US IMMEDIATELY. HOWEVER, WORK DONE ELSE WHERE WILL NOT BE HONORED. THANK YOU HAVE A NICE DAY SEE YOU IN 3000 MILES.		Next Service Date 09/20/2017		
		Next Service Mileage 34641		
		Signature		
Oil changes are warrantied for 90 days or 3,000 miles whichever comes first. Thank you and have a wonderful day				

EXHIBIT 7

Havoline xpress lube

HAVOLINE XPRESS LUBE
5409 EAST STATE STREET
ROCKFORD, IL 61108
815-708-7158

DATE 9/28/2017 2:38 PM
TRANSACTION NO 17092801591574
INVOICE NO 00159-1591574
VEHICLE ID IL-MERMAC2

Customer Information				Service History		
Phillip Novak 4 Cherry Hills Dr PEKIN, IL 61554 (309) 264-0336				DATE	MILEAGE SERVICES	
				9/28/17	61614 FS OL1	
Vehicle Information						
1989 CADILLAC BROUGHAM (RWD) 8cyl 5.0L 4 VIN 1G6DW51Y5KR706044 MILEAGE 61614 ALT ID						
Employees				Service Comments		
CSR DPB	UPPER CHK DPB	LOWER CHK DPB	CASHIER DPB	HAVE A NICE DAY!		
Service Checklist				Description	Qty.	Price
LUBRICATE CHASSIS				N/A		
LUBRICATE HINGES				N/A		
BELTS				OK		
HOSES				OK		
AIR FILTER				REC RPLCD		
PCV VALVE AND FILTER				OK		
WIPER BLADES				OK		
EXTERIOR LIGHTS				OK		
EXHAUST SYSTEM				OK		
RADIATOR FLUID				LOW		
TRANSMISSION FLUID				IN RANGE		
FRONT DIFFERENTIAL FLUID				N/A		
TRANSFER CASE FLUID				N/A		
REAR DIFFERENTIAL FLUID				N/A		
POWER STEERING FLUID				IN RANGE		
BATTERY				MAINT FREE		
BRAKE FLUID				IN RANGE		
WINDOW WASHER FLUID				ADDED		
TIRE PRESSURE				F32/R32		
WASH EXTERIOR WINDOWS				COMPLETED		
TREAD DEPTH - FRONT				D-8 /32ND P-8 /32ND		
TREAD DEPTH - REAR				D-7 /32ND P-7 /32ND		
				FULL SERVICE CONVENTIONAL	1.00	34.99
				OIL CHANGE		
				OF4006 OIL FILTER	1.00	0.00
				HAVOLINE SAE 10W-30 OIL	5.00	0.00
				API SN ILSAC GF-5	1.00	0.00
				SHOP SUPPLIES	1.00	2.99
				SUBTOTAL		\$37.98
				\$15 OFF FS EARLY BRD (CCFS15)		-15.00
				SALE		\$22.98
				TAXABLE	25.99	
				STATE SALES TAX		2.14
				TOTAL		\$25.12
				MASTERCARD 1078 AUTH: 45420p		25.12
				CHANGE		\$0.00
Warranty Statement						
Grease Monkey is dedicated to ensuring your complete satisfaction. Your business is appreciated and your Grease Monkey Service Center looks forward to servicing your vehicle in the future. In support of this commitment, please see our warranty statement at: www.greasemonkeyintl.com/warranty						
FOR A SPECIAL OFFER, GO TO WWW.TELGREASEMONKEY.COM				<div style="text-align: center;">X</div> <p>Cardholder acknowledges receipt of goods and/or services in the amount shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.</p>		