

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
CENTRAL ISLIP**

MICHAEL BETZAG, individually and  
on behalf of all others similarly situated,  
  
Plaintiff,

- against -

BP PRODUCTS NORTH AMERICA  
INC.,  
  
Defendant

2:23-cv-09602

Class Action Complaint

Jury Trial Demanded

Plaintiff Michael Betzag (“Plaintiff”) alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. The New York Legislature enacted General Business Law (“GBL”) § 518 to prevent “duping of customers by posting or tagging low prices that turn out to be available for cash purchases only.”

2. Specifically, GBL § 518 provides that “No seller in any sales transaction may impose a surcharge on a holder who elects to use a credit card in lieu of payment by cash, check, or similar means.”

3. Its purpose was to prevent luring consumers “on the basis of the ‘low, rock-bottom price’ [with one payment method] only to find at the cash register that the price will be higher if a [different payment method] is used.”

4. This law sought to prevent “unannounced price increases at the point of sale” by assuring the public they could “depend on advertised...prices.”

5. Though businesses may offer a discount based on payment method, the New York State Division of Consumer Protection (“DCP”) reminded consumers that “businesses are required to inform [them] of the higher [] price for a product or service by posting the higher price” before they reach the point of sale.<sup>1</sup>

6. The DCP even cautioned New Yorkers to “COMPARE the price advertised on the gas station’s sign and on the pump to make sure they are the same.”<sup>2</sup>

7. According to a survey of drivers from the National Association of Convenience Stores (“NACS”), 60 percent would be willing to drive five minutes “out of the way” for five cents per gallon in savings on gas, with almost 40 percent willing to drive twice that distance.

8. Another study found that price was the most important factor in choosing where to get gas for 79 percent of drivers.

9. The leading mobile application for helping drivers find low gas prices, GasBuddy, determined that 60 percent of drivers look to roadside gas station price signs when deciding where to fill their tanks.

10. To attract price-conscious motorists, Amoco stations prominently display the price of gas from pylons and price boards in red LED numbers from pylons and sign boards containing or connected to its company logos, brand name

---

<sup>1</sup> Consumer Alert, December 2020.

<sup>2</sup> Consumer Alert, Tips to New Yorkers to Save Money at the Gas Pump, December 2022.

and color scheme, to motorists in need of a fill up.



11. Few motorists may even realize that the price displayed from the

roadside signs is not the price they will pay, given that once they have decided on a filling station based on price, they will mentally “check out.”

12. Those who are vigilant will learn that the prices they viewed from the road were not available to them, if, like 96 percent of drivers, they do not use cash at the gas station.

13. This is because the roadside sign prices were seventy cents less than the price at the pump, shown through the difference in the prices below.



14. According to a former New York State Attorney General, this price increase “is a classic example of bait and switch. Consumers were lured in by the

lower price but when they went to fill up their tanks, they were hit with a higher price if they didn't pay with cash.”

15. Though the roadside signs contain the word “Cash,” this is in significantly smaller letters than the illuminated red neon price.

16. Moreover, the roadside signs do not disclose this lower price is available only to those who use a particular payment method.

### **JURISDICTION**

17. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

18. The aggregate amount in controversy exceeds \$5 million, including any statutory or punitive damages, exclusive of interest and costs.

19. Plaintiff is a citizen of New York.

20. Defendant BP Products North America Inc. (“Defendant”) is a citizen of Maryland and Texas.

21. The class of persons Plaintiff seeks to represent includes persons who are citizens of a different state from Defendant.

22. The members of the class Plaintiff seeks to represent are more than one hundred, because thousands of drivers buy gas at Amoco stations every day in New York and rely on its roadside signs which promote only its lowest prices.

23. The Court has jurisdiction over Defendant because it transacts business

within New York through its control of franchisees' signage bearing Amoco's color schema, company name, trade dress and logo ("marks").

24. The Court has jurisdiction over Defendant because it has committed tortious acts within this State through its agreements with franchisees which, upon information and belief, require its approval of all signage bearing Amoco marks, which is misleading to consumers in this State.

25. The Court has jurisdiction over Defendant because it has committed tortious acts outside this State by designing, approving, and/or authorizing pricing signs in a manner which causes injury to consumers within this State by misleading them as to the price of gasoline by not informing them this is a discounted price which they are unlikely to receive and/or derives substantial revenue from the sale of gasoline in this State, through the fees it earns from franchisees, such that it expects or should reasonably expect such acts to have consequences in this State and derives substantial revenue from interstate or international commerce.

## **VENUE**

26. Plaintiff resides in Nassau County.

27. Venue is based on Plaintiff's residence in Nassau County.

28. Venue is based on Plaintiff's residence in Nassau County because a substantial or entire part of the events or omissions giving rise to his claims occurred in Nassau County, including his viewing and reliance of the Amoco roadside pricing

signs which displayed only the lowest prices, even though this was not the price he ended up paying.

29. Venue is based on Plaintiff's residence in Nassau County because this is where his causes of action accrued, including his viewing, reliance, purchase, and payment of money for and towards, gasoline from Amoco stations.

30. Plaintiff viewed, relied on, purchased, paid money for or towards gasoline sold at Amoco stations, in reliance on the representations and omissions identified here in Nassau County.

31. Plaintiff first became aware the representations and omissions were false, misleading and unlawful in Nassau County.

### **PARTIES**

32. Plaintiff Michael Betzag is a citizen of Nassau County, New York.

33. Defendant BP Products North America Inc. is a Maryland corporation with a principal place of business in Texas.

34. BP supplies and sells gasoline to its Amoco franchises.

35. Recognizing the importance of company logos, brand names, trade dress and colors to promote public recognition and drive sales, BP requires Amoco franchisees to follow strict requirements for any signage with its marks.

36. This is disclosed through publicly available "jobber contracts" with

franchisees.<sup>3</sup>

37. These provide that franchisees “will be permitted to acquire and display approved signage bearing Company’s Trade Identities in connection with the advertising, distribution and/or resale of Products.”

38. BP “retain[s], at all times, the right to determine which Trade Identities will be used or displayed, and the manner of their use or display, at an Approved Retail Site and the right to restrict the use or display of certain Trade Identities to certain Approved Retail Sites.”

39. BP “ha[s] the right, at any time and for any reason, to revoke its approval to use certain or all of its Trade Identities at certain or all Approved Retail Sites.”

40. BP even controls the franchisee’s ability to move signage with its marks on the premises, which require it to be informed of its “exact location.”

41. One purpose of this requirement appears to be to ensure that drivers take notice of the roadside pricing signs in deciding where to get gas.

42. The result is that roadside price signage displaying only the low, “rock bottom” prices with Amoco marks are subject to Defendant’s approval.

43. Based on its Electronic Payment Server (“EPS”) which processes debit and credit card fuel transactions, BP knows that roughly four percent of customers

---

<sup>3</sup> [Branded Jobber Contract \(Retail\) between BP and franchisee.](#)



pay cash.<sup>4</sup>

44. This is because it keeps track of how many discrete fueling events occur and the breakdown by payment method.

45. By advertising only the lowest prices without disclosing this will not apply to almost all purchasers, Defendant receives about \$7.00 more per re-fuel of 10 gallons, based on the seventy cents per gallon surcharge revealed only at the point of sale, an increase of 18 percent.

46. To the extent BP lacks complete control over the signage, it aids, abets and/or contributes to the incomplete disclosures of only its lowest prices to motorists by continuing to process transactions at Amoco stations.

47. BP was aware or should have been aware of New York requirements that prohibit disclosing a price that is not the highest price to customers.

48. Plaintiff is like most consumers who does not carry around a significant amount of cash and makes many or most purchases with debit or credit cards.

49. Plaintiff is like most consumers who looks to the roadside pricing signs of gas stations when deciding where to get gas.

50. Plaintiff is like most users of gasoline who considers price a significant, and often the most important factor in deciding where to get gas.

51. Plaintiff read, saw and relied on the roadside pricing signs at Amoco gas

---

<sup>4</sup> Gas Buddy survey.

stations.

52. Plaintiff relied on the roadside pricing sign's omission of any mention that this price was a "cash discount" price and that he would be required to pay a higher price based on his payment method.

53. Plaintiff, like many consumers, did not always recall the roadside sign price at the time he filled up his tank.

54. These motorists are drawn in by the prominent bright signs advertising what appears to be a low price for gas.

55. Plaintiff purchased gas between November 2020 and November 2023 at Amoco stations in counties including Nassau County, where he saw roadside signs advertising what he believed was a low price for gas.

56. By the time Plaintiff pulled off the road and lined up his car to get fuel, he had already invested time and energy in choosing where to get gas.

57. Like most motorists, Plaintiff did not expect, nor always notice, that the price at the pump was significantly, or about 18 percent, more than the price he saw from the road.

58. Plaintiff paid the higher prices beyond what was advertised on the roadside signs because he did not necessarily recall or think about the sign price and/or did not want to get back in his car and go searching for a low gas price.

## **CLASS ALLEGATIONS**

59. Plaintiff seeks to represent the following class:

All persons in New York who purchased gasoline at Amoco stations in New York in reliance on roadside signs advertising a price which was not the lowest price without any disclosures this was a discounted price during the statutes of limitations for each cause of action alleged.

60. Common questions of issues, law, and fact predominate and include whether Defendant's representations and omissions were and are misleading and if Plaintiff and class members are entitled to damages.

61. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

62. Plaintiff is an adequate representative because his interests do not conflict with other members.

63. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

64. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

65. The class is sufficiently numerous and likely includes hundreds of thousands of people, based on the frequency with which car owners buy gas.

66. This is because Defendant operates numerous Amoco stations in New

York which display misleading prices to drivers.

67. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

## **CAUSES OF ACTION**

### **COUNT I**

#### **GBL §§ 349 and 350**

68. Plaintiff incorporates by reference paragraphs 1-16

69. The purpose of the GBL is to protect consumers against unfair and deceptive practices.

70. One of these practices is "luring or misleading customers by use of a low price available only for cash purchases," and was prohibited by GBL § 518.

71. By failing to disclose the roadside prices were only available to cash purchasers, consumers are subjected to "unannounced price increases at the point of sale," which are unlawful and misleading.

72. Defendant's roadside signs only disclosing cash prices are misleading and unlawful because they do not simultaneously disclose, with equal prominence, that use of a credit card will cost a specified amount more.

73. Instead of posting the highest possible price motorists would pay, Defendant advertised the lowest price without disclosing this price was contingent on the chosen payment method.

74. According to the New York Attorney General's Office, a gas station's

“roadside listing of a (cash) price without equally prominent disclosure of the higher standard price for credit purchases” is a violation of GBL § 349, which prohibits deceptive practices.

75. Defendant’s roadside signs listing only the cash prices is also contrary to Agriculture and Markets Law (“AGM”) § 192(5), which require that “The signs and selling prices shall be posted so as to be clearly visible to the driver of an approaching motor vehicle or motorboat.”

76. Defendant’s practices inhibit accurate price comparisons because consumers are unable to easily assess advertised prices to get the most value for their money.

77. Plaintiff seeks to recover for economic injury and/or loss he sustained based on the misleading and unlawful price advertisements which were based on only displaying the lowest price instead of the highest price, causing him to pay more than he otherwise would have for gas.

**COUNT II**  
**Unjust Enrichment**

78. Plaintiff incorporates by reference paragraphs 1-16.

79. Defendant received benefits and monies because it represented to Plaintiff and consumers that the price of the gas they could buy was significantly less than it was, because it only displayed its lowest price, without any disclosure this was contingent on their payment method.

80. Principles of equity and good conscience prohibit Defendant from retaining profits made from the sale of gasoline to consumers lured in by the “rock bottom” prominently displayed cash prices.

81. Plaintiff seeks disgorgement of such profits and establishment of a constructive trust on behalf of the Class.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

**WHEREFORE**, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Awarding monetary and statutory damages and interest;
3. Awarding costs and expenses, including reasonable fees for Plaintiff’s attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: December 30, 2023

Respectfully submitted,

/s/ Spencer Sheehan  
Sheehan & Associates P.C.  
60 Cuttermill Rd Ste 412  
Great Neck NY 11021  
(516) 268-7080  
spencer@spencersheehan.com

James Chung

Chung Law P.C.  
43-22 216th St  
Bayside NY 11361  
(718) 461-8808  
jchung\_77@msn.com

Michael R. Reese  
Reese LLP  
100 W 93rd St Fl 16  
New York NY 10025  
(212) 643-0500  
mreese@reesellp.com

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

**I. (a) PLAINTIFFS**

Michael Betzag, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Nassau  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-3104 (516) 268-7080

**DEFENDANTS**

BP Products North America Inc.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC § 1332

**VI. CAUSE OF ACTION**

Brief description of cause:  
False advertising

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_ CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 12/30/2023 SIGNATURE OF ATTORNEY OF RECORD

/s/ Spencer Sheehan

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Spencer Sheehan, counsel for plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

**Signature:** /s/Spencer Sheehan

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Eastern District of New York

Michael Betzag, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

BP Products North America Inc.,

Defendant(s)

Civil Action No. 2:23-cv-09602

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BP Products North America Inc.
c/o The Corporation Trust Incorporated
2405 York Rd Ste 201
Lutherville Timonium MD 21093-2252

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Sheehan & Associates P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-
3104 (516) 268-7080

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 2:23-cv-09602

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: