

*The Superior Court of California for the County of Santa Clara  
Authorized this Notice*

**NOTICE OF CLASS ACTION SETTLEMENT**

*Green v. City of Palo Alto*, Case No. 16CV300760  
(Consolidated with Case No. 18CV336237)

*A court authorized this notice. This is not a solicitation from a lawyer.*

**Please Read This Notice Carefully – Your Legal Rights are Affected Even if You Do Not Act**

Palo Alto Gas Utility Customer:

Miriam Green (hereafter, “Plaintiff”), a customer of Palo Alto’s natural gas and electric utilities, has sued the City of Palo Alto (the “City”), claiming that the City has violated California Constitution article XIII C (“Propositions 26/218”) by imposing rates, fees, and charges for utility service that are taxes, because the City’s charges exceed the reasonable cost of providing service, without voter approval. In particular, Plaintiff alleged that the City designs its rates to finance annual transfers of money from its utilities to its general fund for general government services unrelated to the provision of utility service, and that this practice, in the absence of voter approval, violated Propositions 26/218. The Court previously ruled that the City’s gas rates were taxes, but that its electric rates were not. The Court entered judgment for the City with respect to its electric rates, but against the City with respect to its gas rates and ordered it to refund a portion of its gas rates totaling \$12,618,510. Both parties appealed. During the appeal, the parties reached a settlement of the underlying action, as well as additional claims relating to gas rates billed during periods not included in the original action. Without the City admitting fault, the City has agreed to pay a sum of \$17,337,111 to the classes who received gas service during the time periods identified below.

During the relevant time periods between September 23, 2015 to June 30, 2022, as detailed below, the City imposed five different sets of gas utility rates alleged to violate the law. Under this Settlement, the following classes of ratepayers will receive refunds:

- The 2012 Gas Rate Class: All gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service between September 23, 2015 and June 30, 2016;
- The 2016 Gas Rate Class: All gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service between July 1, 2016 and June 30, 2018; and
- The 2018 Gas Rate Class: All gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service between July 1, 2018 and June 30, 2019.
- The 2019 Gas Rate Class: All gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service between July 1, 2019 and June 30, 2020.
- The 2021 Gas Rate Class: All gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service between July 1, 2021 and June 30, 2022.

The Court previously certified three gas classes for the period of September 23, 2015 through June 30, 2019 (the “Judgment Class”) when it entered judgment against the City in this action (the “original judgment”). Notice was previously sent to class members. For settlement purposes, the Court has provisionally decertified the Judgment Class, so that the members of the Judgment Class may participate in the settlement described herein.

Class Counsel intends to seek their fees and costs from the settlement payment. Counsel intends to file a motion for attorney’s fees equal to one-fourth of the total settlement payment, or \$4,334,278. Plaintiff will seek a service award of \$7,500 for her own efforts to secure the settlement for the settlement classes in this matter.

The Court will hold a Final Fairness Hearing to consider whether to approve the settlement on December 21, 2023 at 1:30 p.m. in Department 1 of the Superior Court for the County of Santa Clara, Downtown Superior Court Courthouse, 2nd Floor, 191 North First Street, San Jose, CA 95113, the Honorable Sunil R. Kulkarni, presiding. A court hearing on the motion for attorneys’ fees, costs, and service award will take place on the same date and at the same time.

Because the alleged overcharges were collected as part of the per-unit charges on your gas bills (that is, the part of your bill which depends on the amount of gas you use), refunds will be paid to each class member based on the number of units of gas the class member consumed. The estimated total refund that may be paid to each Class and estimated per therm amount that may be paid to individual Class members, after deducting potential attorneys’ fees, service award and other costs, are as follows:

**Estimated Refund**

<b>Gas Rate Class:</b>	<b>2012 Class (26%)</b>	<b>2016 Class (21%)</b>	<b>2018 Class (13%)</b>	<b>2019 Class (23%)</b>	<b>2021 Class (17%)</b>
<b>Total Net Refund (Est.):</b>	\$3,355,387	\$2,710,120	\$1,677,693	\$2,968,227	\$2,193,907
<b>Refund Per Therm (Est.):</b>	\$0.147/ Therm	\$0.048/ Therm	\$0.058/ Therm	\$0.112/ Therm	\$0.085/ Therm

Your individual estimated refund may be calculated by multiplying your gas usage by the estimated per therm amount during the relevant time period(s) within each class. For example, the median customer billed under the City’s G-1 (Residential) rate schedule for the 2018 Class (July 1, 2018 and June 30, 2019) can expect a refund of \$19.66. This same customer, if a member of all classes, may receive approximately \$156.32. Individual refund amounts will vary, as refunds will be based on each customer’s gas usage during each class period.

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed settlement agreement, which is on file with the Clerk of the Court and available on the settlement website [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/). The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara’s Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org) or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

**PLEASE DO NOT TELEPHONE THE COURT OR THE CITY OF PALO ALTO’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**

If you were previously excluded from the first certified class in this action, you are automatically excluded from the Settlement Class. Otherwise, you must now decide whether you wish to remain in the Settlement Class (with the option of being heard on the settlement/attorney’s fees/costs/service award motions), or be excluded from the Class.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<p><b>If You Were Excluded from the Judgment Class You Are Automatically Excluded From the Settlement Class</b></p>	<p>The Court previously entered judgment against the City. In connection with entry of judgment, the Court certified the Judgment Class covering the class period of September 23, 2015 through June 30, 2019. In 2021 notice was given to City gas customers who were billed for gas service during that time. If you were excluded from the Judgment Class, you are automatically excluded from the Settlement Class and retain your rights, if any, to file your own lawsuit against the City separately on the legal issues in this case, subject to defenses the City may raise against you, including statute of limitations (timeliness) defenses. You should consult a lawyer of your choosing, at your cost. A list of those persons who were previously excluded from the Judgment Class is attached to the prior judgment in this action and is available at <a href="http://phx-green-v-paloalto.web.app/">phx-green-v-paloalto.web.app/</a></p> <p>No action is needed to exclude yourself from the Settlement Class. You will not receive any benefits from the settlement.</p>
<p><b>If You Were Not Excluded from the Judgment Class, You Can <u>Do Nothing</u> and Remain in the Settlement Class</b></p>	<p>If you were not excluded from the Judgment Class, you may choose to do nothing and stay in the Settlement Class. If you stay in the Settlement Class, you will receive your share of the settlement payment. However, you will give up any right to file your own lawsuit against the City separately on the legal issues in this case.</p> <p>No action is required to remain in the Settlement Class.</p>
<p><b>If You Were Not Excluded from the Judgment Class, You May <u>Opt Out</u> – Exclude Yourself from the Settlement Class</b></p>	<p>If you were not excluded from the Judgment Class, you may opt out of the Settlement Class. If you do, you will not share in the settlement, but you will be free to pursue your own claims against the City, subject to defenses the City may raise against you, including statute of limitations (timeliness) defenses. If you are considering opting out to pursue your own suit against the City, you should consult a lawyer of your choosing, at your cost.</p> <p><b>To exclude yourself from the Class, you must send a <u>Request to Be Excluded from Class Action Settlement</u> form to the Settlement Administrator, no later than October 2, 2023.</b> For more information, see section 14 of this Notice.</p>
<p><b>If You Were Not Excluded from the Judgment Class and You Do Not Opt Out of the Settlement Class, You May <u>Object</u> to Any or All of the Settlement Terms by Submitting an Objection to the Settlement Administrator</b></p>	<p>If you were not excluded from the Judgment Class and you do not opt out of the Settlement Class, you have the right to object to any or all terms of the Settlement and appear at the Final Fairness Hearing scheduled on December 21, 2023. If you object and the Settlement still becomes final, you will still receive the benefits of the Settlement and be bound by the terms of the Settlement including the general release set forth therein.</p> <p><b>To object to the Settlement, you must submit written objections to the Settlement Administrator, no later than October 2, 2023.</b> For more information, see section 14 of this Notice.</p>

**BASIC INFORMATION – PLEASE READ**

**1. Why did I get a notice?**

This Notice explains that the Parties have reached a class-wide settlement on behalf of a class of gas utility customers and the Court has provisionally certified the settlement class while it considers whether to finally approve the settlement agreement. If you received this notice then the City’s records show that you are a member of one or more of the Settlement Classes defined above. Accordingly, you have legal rights and options to consider before this case becomes final.

## **2. Where is this lawsuit pending?**

This lawsuit is currently pending in Department 1 of the Santa Clara County Superior Court, before the Honorable Sunil R. Kulkarni. It is titled: *Green v. City of Palo Alto*, Case No. 16CV300760.

The Settlement Agreement and other important documents are available to view or download on the settlement website at [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/). In addition, the pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California County of Santa Clara's Electronic Filing and Service Website at [www.sceffiling.org](http://www.sceffiling.org), or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

## **3. What is a class action and who is involved?**

In a class action lawsuit, one or more named parties called "Class Representatives" sue a defendant on behalf of other people who have similar claims against that defendant. Each such person is a member of the Class, unless he or she is expressly excluded or specifically asks to be excluded from the Class before a deadline the court sets. All claims brought on behalf of the Class are resolved for all members of the Class in a single case before a single judge, and all Class members will be bound by the outcome. Entities such as businesses and non-profits can also be members of the Class.

Plaintiff Miriam Green is the Class Representative in this case. The City of Palo Alto is the defendant.

## **4. Why is this lawsuit a class action?**

Plaintiff filed this action as a class action. The Court has provisionally decided that this lawsuit may be settled as a class action because it provisionally meets the requirements of California Code of Civil Procedure, section 382, which governs class actions in California state courts. More information about why the Court has provisionally certified the settlement class in this case can be found in the Court's Order Preliminarily Approving the Settlement, which is available at [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/).

## **THE CLAIMS IN THE LAWSUIT**

## **5. What is the lawsuit about?**

Plaintiff alleged that Palo Alto violated California Constitution article XIII C ("Propositions 26/218") by imposing, without voter approval, rates, fees, and charges for utility service that are more than the reasonable cost of providing service. In particular, Plaintiff alleged that the City designed its gas and electric rates to finance transfers of money from its utility to its general fund for general government services unrelated to the provision of service, and that this practice violated Propositions 26/218, initiatives which amended the California Constitution, in the absence of voter approval. Plaintiff alleged that the City owes refunds to all ratepayers for the amounts it collected which exceed the City's reasonable cost of providing service.

The Court ruled that the City's gas rates were taxes, but that its electric rates were not. The Court entered judgment for the City with respect to its electric rates, but against the City with respect to its gas rates. Both parties appealed. During the appeal, the parties reached a settlement of the underlying action, as well as additional claims relating to gas rates billed during periods not included in the original action.

More information about the claims in the lawsuit, including a copy of the petition and complaint, maybe be found at [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/).

## **6. What are the terms of settlement?**

Rather than continuing to litigate the claims and have appellate courts decide who is right, the parties have agreed to settle their dispute, subject to Court approval, with Palo Alto providing a settlement fund in the amount of \$17,337,111 to compensate class members for the alleged overpayments and the class agreeing to release their claims against the City as follows:

In consideration for the Settlement, Plaintiff, Class Representative, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type relating to the subject matter of the Action arising during the period between January 1, 2012 and June 30, 2023, including, but not limited to, compensatory, exemplary, punitive, expert, and/or attorneys' fees, or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related, arising from, connected with, and/or in any way involving the Litigation, that are, or could have been, defined, alleged or described in the Litigation, including, but not limited to, claims that the City's gas and/or electric utility rates during the period of January 1, 2012 to June 30, 2022 violate Article XIII-C of the California Constitution (commonly known as Proposition 218 or Proposition 26) and claims that the City's transfer of funds from its gas and electric utility enterprise funds to the City's general fund based on article XII, section 2 of the City's Charter violates Article XIII C of the California Constitution.

A full copy of the Settlement Agreement can be found at [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/).

## 7. Why are the parties settling?

Class Counsel have fully litigated the Consolidated Action through judgment. To achieve the original judgment (which was on appeal at the time of settlement), Class Counsel investigated the law and the facts and reviewed and analyzed thousands of pages of documents on the key issues in the case, and were, at the time of settlement, defending the original judgment in the Appeal.

Class Counsel have taken into account, *inter alia*, the expense and length of the Appeal process that will be necessary to defend the original judgment and the time and expense needed to prosecute the 2019 and 2021 claims (which were not part of the original judgment) through trial and appeal; the uncertain outcome and the risk of continued and protracted litigation and appeals, especially in complex actions such as this; the difficulties and delays inherent in complex litigation; and the inherent uncertainty and problems of proof of, and available defenses to, the claims asserted in the litigation. Plaintiff and Class Counsel believe that considering the foregoing, the Settlement represents a reasonable compromise of highly disputed and uncertain legal, factual and procedural issues, confers substantial benefits upon the Class and provides a result and recovery that is certain to be provided to Class Members, when any recovery should the Litigation continue is not certain. Based on their experienced evaluation of all of these factors, Plaintiff and Class Counsel have determined that the settlement of the Litigation, on the terms set forth herein, is in the best interests of the Class and is fair, reasonable, and adequate.

The City and the City's Counsel have also considered applicable risks and consequences to them if Plaintiff were to prevail in the Appeal and proceed separately with the 2019 and 2021 claims, including certifying additional classes and eventually prevailing on the merits of all class claims on Appeal and at future trials. The City has considered and analyzed legal, factual, and procedural defenses to the claims alleged, as well as other options. The City and its counsel have determined that the Settlement provides a certain result, when the outcome, should the litigation continue, is uncertain.

The Settlement is the result of extensive arm's-length settlement negotiations and discussion between Class Counsel and the City's Counsel with the assistance of Bob Blum, an experienced mediator appointed by the Sixth District Court of Appeal.

## 8. Will current rates be impacted?

No. The settlement does not affect Palo Alto's current gas rates. During settlement negotiations, the parties determined that no refund is owed for gas rates for fiscal year 2022-2023 based on the refund methodology utilized by the Court in entering the original judgment. Any rates in effect at a later date are outside of the Settlement Class period and are not affected by this settlement.

## WHO IS IN THE CLASS?

## 9. Am I part of the Settlement Class?

The Settlement Class includes all Palo Alto gas utility customers who were billed for gas service during the periods of September 23, 2015 through June 30, 2020 and July 1, 2021 through June 30, 2022. All persons excluded from the previous Judgment Class, including any judges assigned to the case, as well as their immediate family members, are expressly excluded from the Settlement Class.

If you received a mailed or emailed notice regarding this class action settlement, according to Palo Alto's records, you are a member of the Settlement Class, and unless you were previously excluded from the Judgment Class or ask to be excluded from the Settlement Class, you will be bound by the Settlement and receive all of the benefits therefrom. For information on how to be excluded from the Settlement Class, see section 14 of this Notice.

If you are unsure whether you are a member of the Class, you can obtain free help by contacting the Settlement Administrator in this case at the email or phone number listed in section 14 of this Notice. You may also contact Class Counsel at the email or phone numbers listed in section 11 of this Notice.

## 10. Who is the Class Representative?

The Court has appointed Plaintiff Miriam Green to serve as the Class Representative. Ms. Green is a customer of Palo Alto's gas utility who was billed for gas utility service during the relevant periods.

## THE LAW FIRMS REPRESENTING THE CLASS

## 11. Is a law firm representing the Class in this case?

The Court has appointed the law firms of Kearney Littlefield, LLP and Benink & Slavens, LLP as "Class Counsel." If you remain in the Settlement Class, these firms will represent your interests in this case. Class Counsel may be reached by the following methods:

Prescott W. Littlefield, Esq.  
[pwl@kearneylittlefield.com](mailto:pwl@kearneylittlefield.com)  
KEARNEY LITTLEFIELD, LLP  
100 N. Brand Blvd., Suite 424  
Glendale, CA 91203  
Tel: (213) 473-1900  
Fax: (213) 473-1919

Vincent D. Slavens, Esq.  
[vince@beninkslavens.com](mailto:vince@beninkslavens.com)  
BENINK & SLAVENS, LLP  
8885 Rio San Diego Drive, #207  
San Diego, CA 92108  
Tel: (619) 369-5252  
Fax: (619) 369-5253

## 12. Should I get my own lawyer?

Because Class Counsel are working on your behalf, you do not need to hire your own lawyer. If you would like a different lawyer to represent you, you may hire one. However, you will have to pay that lawyer yourself.

## 13. How will Class Counsel be paid?

Class Counsel have entered into a contingency fee agreement with Plaintiff. Class Counsel intend to seek their fees and reimbursement for costs from the settlement payment.

Class Counsel will move for attorneys' fees and litigation costs equal to a fourth of the total recovery in this matter, or \$4,334,278.00. In addition, Plaintiff will seek a service award of \$7,500 for her efforts to secure the recovery in this matter. In addition, the Settlement provides for the Settlement Administrator, identified below, to recover its costs incurred in providing notice and administering the settlement. The amount will not exceed \$85,000.

A hearing on the motion for fees, costs, and the service award is set for December 21, 2023 at 1:30 p.m. in Department 1 of the Superior Court for the County of Santa Clara, Downtown Superior Court Courthouse, 2nd Floor, 191 North First Street, San Jose, CA 95113, the Honorable Sunil R. Kulkarni, presiding.

Class Counsel's attorneys' fees motion will be posted to [phx-green-v-paloalto.web.app/](https://phx-green-v-paloalto.web.app/). Any Class Member may object to the requested attorneys' fees, incentive award or costs by following the objection procedure outlined in section 14(c) of this Notice.

## YOUR RIGHTS AND OPTIONS

### 14. Do I need to do anything now?

*Those persons who are expressly excluded from the Settlement Class, including those persons who were excluded from the prior Judgment Class (including those who opted out), will not participate in the settlement and need take no further action.*

For all other Settlement Class Members, you must decide now whether you want to remain in the Settlement Class or request to be excluded. If you do not request to be excluded from the Settlement Class, you may also object to any or all terms of the Settlement. Your options are as follows:

**(a) NO ACTION REQUIRED to remain in the Settlement Class**

You do not need to do anything to remain in the Settlement Class. If you do not take any action and the Settlement is approved and becomes final, you will automatically be deemed a member of the Settlement Class as of **October 2, 2023**.

**(b) ACTION REQUIRED to be excluded from the Settlement Class**

To exclude yourself from the Settlement Class, you must mail, fax or email a completed *Request to Be Excluded from Class Action Settlement* form to Settlement Administrator at the following address:

**PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS**

**Attn: Green v. City of Palo Alto Case No. 16CV300760**

**P.O. Box 7208**

**Orange, CA 92863**

**Telephone: (800) 523-5773**

**Facsimile: (949) 209-2503**

**Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)**

The form can be downloaded and printed from [phx-green-v-paloalto.web.app/](https://phx-green-v-paloalto.web.app/). **IF MAILED, IT MUST BE POSTMARKED NO LATER THAN OCTOBER 2, 2023 TO BE VALID. IF SENT BY FAX OR EMAIL IT MUST BE SENT NO LATER THAN MIDNIGHT ON OCTOBER 2, 2023 TO BE VALID. ANY LATE REQUESTS TO BE EXCLUDED FROM THE SETTLEMENT CLASS WILL NOT BE ACCEPTED.** Class Counsel will submit to the Court all opt out forms received before the deadline.

If you are considering excluding yourself from the Settlement Class, any legal claims that you make against the City separately may be barred by statutes of limitation (that is, come too late), which would prevent you from securing relief.

**(c) ACTION REQUIRED to object to any terms of the Settlement**

To object to all or part of the Settlement terms, you must mail, email or fax your written objection(s) to the Settlement Administrator as follows:

**PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS**

**Attn: Green v. City of Palo Alto Case No. 16CV300760**

**P.O. Box 7208**

**Orange, CA 92863**

**Telephone: (800) 523-5773**

**Facsimile: (949) 209-2503**

**Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)**

**IF MAILED, YOUR WRITTEN OBJECTION(S) MUST BE POSTMARKED NO LATER THAN OCTOBER 2, 2023 TO BE VALID. IF SENT BY FAX OR EMAIL YOUR OBJECTION(S) MUST BE SENT NO LATER THAN MIDNIGHT ON OCTOBER 2, 2023 TO BE VALID. LATE OBJECTIONS WILL NOT BE CONSIDERED BY THE COURT.** The Settlement Administrator will submit to the Court all valid objections it received before the deadline.

For your objection to be valid, you **must** include your full name and full address, and the specific reason(s), if any, for your objection

Although not required, you may also include any legal support you wish to bring to the Court's attention; copies of any evidence or other information you wish to introduce in support of the objection(s), or a statement of whether you intend to appear and argue at the Final Fairness Hearing.

You must **sign and date** the Objection and reference *Green v. City of Palo Alto, Case No. 16CV300760* on the envelope, if mailed, and on the written objection.

You also have the right to appear personally or through an attorney at your own expense at the Final Fairness Hearing at which time the Court will consider the Settlement, any valid and timely objections received, prior to deciding whether to approve the Settlement.

Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.scscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person can do so.

For information regarding COVID-19, visit the Court's webpage ([www.scscourt.org](http://www.scscourt.org)) to learn of access restrictions, if any, due to the pandemic.

#### **15. What are the risks if I remain in the Settlement Class?**

If you stay in the Settlement Class, you will be bound by the settlement, including the release described in Section 6 of this notice, and you will not be able to pursue a separate lawsuit against the City based on the same claims the Plaintiff has alleged against the City for the Class.

#### **16. What are the benefits if I remain in the Settlement Class?**

If you stay in the Settlement Class, you do not have to sue on your own for any of the claims Plaintiff has brought against the City in this case and you will receive a proportionate share of the funds the City is providing in the Settlement.

#### **17. Do I have to come to any hearings?**

No. You do not have to come to any hearings in this case. Class Counsel and Plaintiff will represent you. You are welcome to come at your own expense.

You may object to the proposed settlement in writing. You may also appear at the Final Fairness Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so.

Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.scscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person can do so.

For information regarding COVID-19, visit the Court's webpage ([www.scscourt.org](http://www.scscourt.org)) to learn of access restrictions, if any, due to the pandemic.

#### **18. Can I attend the hearing for attorney's fees/service award?**

Yes. A hearing on the motion for fees, costs, and the service award is set for **December 21, 2023 at 1:30 p.m.** in Department 1 of the Superior Court for the County of Santa Clara, Downtown Superior Court Courthouse, 2nd Floor, 191 North First Street, San Jose, CA 95113, the Honorable Sunil R. Kulkarni, presiding. If you choose to remain in the Class, you may attend the hearing and be heard.

Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.scscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person can do so.

For information regarding COVID-19, visit the Court's webpage ([www.scscourt.org](http://www.scscourt.org)) to learn of access restrictions, if any, due to the pandemic.



**19. Will I get money or other benefits from this case?**

You are entitled to a refund because you are part of the Settlement Class. The amount of that refund will depend on the amount of gas you were billed for during the Settlement Class periods described above. The City will distribute these funds to current gas customers by credits on their utility bills and by checks to former customers, customers age 65 and older, and customers in ill health.

**GETTING MORE INFORMATION**

More information, relevant documents, including the full Settlement Agreement and a *Request to Be Excluded from Class Action Settlement* form can be viewed and downloaded at [phx-green-v-paloalto.web.app/](http://phx-green-v-paloalto.web.app/). The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org) or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you have any questions, you may contact Class Counsel at the address, telephone number or email identified in section 11 of this Notice.

*Please do not contact the Judge or the Court.*