

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on  
behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a COMDATA  
CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

**DEFINITIVE MASTER CLASS SETTLEMENT AGREEMENT**

## TABLE OF CONTENTS

|  | Page |
|--|------|
| I. DEFINITIONS.....  | 7    |
| II. SETTLEMENT CLASS .....   | 20   |
| III. CLASS SETTLEMENT ESCROW ACCOUNT .....   | 20   |
| IV. PAYMENTS TO THE CLASS SETTLEMENT ESCROW ACCOUNT.....   | 22   |
| V. CONSIDERATION PROVIDED TO SETTLEMENT CLASS MEMBERS.....   | 24   |
| VI. RELEASE, WAIVER AND COVENANT NOT TO SUE .....  | 35   |
| VII. PRELIMINARY APPROVAL .....  | 41   |
| VIII. CLASS NOTICE AND ADMINISTRATION .....  | 43   |
| IX. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS.....  | 47   |
| X. OBJECTIONS TO THE SETTLEMENT.....   | 49   |
| XI. ATTORNEYS' FEE AWARDS, REIMBURSEMENT FOR COSTS AND<br>EXPENSES AND PLAINTIFFS' SERVICE AWARDS..... | 50   |
| XII. FINAL APPROVAL.....   | 52   |
| XIII. MODIFICATION OR TERMINATION OF THIS SETTLEMENT<br>AGREEMENT .....                                | 54   |
| XIV. CONTINUING JURISDICTION .....   | 59   |
| XV. GENERAL MATTERS AND RESERVATIONS.....  | 60   |

## TABLE OF EXHIBITS

|   | <b>Exhibit</b> |
|---|----------------|
| Sample Claim Form .....                       | A              |
| Proposed Final Judgment .....                 | B              |
| Proposed Final Approval Order .....           | C              |
| Long Form Notice .....                        | D              |
| Plan of Administration and Distribution ..... | E              |
| Proposed Preliminary Approval Order .....     | F              |
| Publication Notice .....                      | G              |
| Escrow Agreement .....                        | H              |
| Sample Merchant Services Agreement .....      | I              |
| Declaration of Settlement Administrator ..... | J              |

WHEREAS, in or around March 2007, several independent Truck Stops filed lawsuits on behalf of a proposed class of independent Truck Stops and retail fueling merchants against Comdata and/or Ceridian in the U.S. District Court for the Eastern District of Pennsylvania and, in or around June 2007, filed similar lawsuits against Comdata, Ceridian and/or the Major Chains in the U.S. District Court for the Middle District of Tennessee (the “Actions” as defined below) alleging, among other things, that certain provisions in Comdata’s Merchant Services Agreements with members of the proposed class, as well as certain supposed agreements with the Major Chains, violated Section 1 and/or Section 2 of the Sherman Act;

WHEREAS, the actions filed in the U.S. District Court for the Eastern District of Pennsylvania were consolidated by the Honorable James Knoll Gardner under Civil Action No. 07-CV-1078-JKG and certain Plaintiffs’ Class Counsel were appointed interim Co-Lead Counsel and Liaison Counsel for the Plaintiffs and the proposed class;

WHEREAS, on May 1, 2007, Plaintiffs filed on behalf of themselves and the proposed class a Consolidated Amended Complaint against Comdata and Ceridian in the U.S. District Court for the Eastern District of Pennsylvania alleging violations of Sections 1 and 2 of the Sherman Act;

WHEREAS, on June 22, 2007, Comdata filed an answer with affirmative defenses to Plaintiffs’ Consolidated Amended Complaint and Ceridian moved to dismiss Plaintiffs’ Consolidated Amended Complaint for failure to state a claim under Rule 12(b)(6) of the Federal Rules of Civil Procedure;

WHEREAS, the cases filed in the U.S. District Court for the Middle District of Tennessee were dismissed voluntarily in or around July 2007;

WHEREAS, on September 18, 2007, after Ceridian's Motion to Dismiss the Consolidated Amended Complaint was fully briefed, and after Plaintiffs and Ceridian had entered into a tolling agreement providing for, *inter alia*, Ceridian's cooperation with Plaintiffs in discovery, Plaintiffs dismissed their claims without prejudice as to Ceridian only and Ceridian's Motion to Dismiss was denied as moot on December 19, 2007;

WHEREAS, Plaintiffs and Comdata subsequently engaged in extensive document and deposition discovery, including the production of millions of pages of documents by Comdata, Plaintiffs, and third-parties, collectively;

WHEREAS, on April 6, 2009, Plaintiffs filed a Motion for Leave to File a Second Consolidated Amended Complaint, seeking, among other things, to rejoin Ceridian as a party to the case and to assert claims under Sections 1 and 2 of the Sherman Act against each of the Major Chains;

WHEREAS, with its Motion for Leave to File a Second Consolidated Amended Complaint pending before the Court, in order to preserve the statute of limitations, Plaintiffs on behalf of themselves and a proposed class of independent Truck Stops and other retail fueling merchants filed on May 21, 2009 a separate case in the U.S. District Court for the Eastern District of Pennsylvania against Ceridian and the Major Chains only;

WHEREAS, on July 17, 2009, Plaintiffs filed their Motion for Class Certification in the original case pending against Comdata and Plaintiffs and Comdata thereafter engaged in expert discovery, including depositions, with respect to one another's class certification experts;

WHEREAS, before Comdata's opposition to Plaintiffs' Motion for Class Certification was due, on November 10, 2009, the Court dismissed Plaintiffs' Motion for Class Certification as moot, and on March 25, 2010, Plaintiffs' separate lawsuit against Ceridian and the Major

Chains was consolidated into Plaintiffs' lawsuit against Comdata and Plaintiffs were granted leave to file a Second Consolidated Amended Complaint;

WHEREAS, on March 31, 2010, Plaintiffs filed a Second Consolidated Amended Complaint naming Comdata, Ceridian and the Major Chains as Defendants;

WHEREAS, all Defendants moved to dismiss the Second Consolidated Amended Complaint, and on March 24, 2011, the Court denied such motions as to all Defendants except for the TA Defendants and ordered Plaintiffs to file a Third Consolidated Amended Complaint (*Marchbanks Truck Service Inc. v. Comdata Network, Inc.*, No. 07-1078, 2011 U.S. Dist. LEXIS 158011, 2011 WL 11559549 (E.D. Pa. Mar. 24, 2011));

WHEREAS, on April 21, 2011, Plaintiffs filed their Third Consolidated Amended Complaint against all Defendants;

WHEREAS, on May 6, 2011, all Defendants, with the exception of Comdata, moved to dismiss the Third Consolidated Amended Complaint and, on May 19, 2011, Comdata filed an Answer with Affirmative Defenses to Plaintiffs' Third Consolidated Amended Complaint;

WHEREAS, on March 29, 2012, the Court denied Defendants' motions to dismiss the Third Consolidated Amended Complaint and the remaining Defendants filed answers on April 30, 2012;

WHEREAS, during the pendency of the various motions to dismiss, Plaintiffs and Defendants engaged in additional and substantial document and deposition discovery;

WHEREAS, during this time period, all Plaintiffs and Defendants participated in a settlement conference with Magistrate Judge Perkin on or about May 9, 2011, and Plaintiffs, on the one hand, and Comdata and Ceridian, on the other, participated in a separate private

mediation on July 12, 2012, with retired District Court Judge Layn R. Phillips of Irell & Manella LLP, but were unable to reach any settlements;

WHEREAS, on June 7, 2013, Plaintiffs filed their second Motion for Class Certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure, seeking certification of a litigation class, defined in material part to include “truck stops and other retail merchants with one or more physical locations in the United States that paid transaction fees on Over-the-Road (“OTR”) Fleet Card transactions, which fees were computed based on a percentage of the purchase amount, directly to Comdata at any time from March 1, 2003 through June 30, 2010 [with the exception of] the Major Chains [and] Wilco Hess....”

WHEREAS, Plaintiffs’ June 7, 2013 Motion for Class Certification was accompanied by the opinions of three economic experts for class and merits purposes (all of whom were deposed), to which Comdata and the other Defendants responded on September 27, 2013, proffering the opinions of a total of three economic experts, two of which related both to class and the merits (all of whom were deposed);

WHEREAS, on August 30, 2013, Plaintiffs moved to disqualify certain of Defendants’ experts and Defendants moved to disqualify Plaintiffs’ proffered experts, responses to such motions were filed on September 20, 2013, and a hearing was held on those motions on October 28 and 29, 2013;

WHEREAS, Ceridian filed a motion for summary judgment on Plaintiffs’ claims against it only on September 11, 2013, Plaintiffs responded on November 26, 2013, and Ceridian filed a reply on December 20, 2013;

WHEREAS, a trial was scheduled in this matter to begin on August 18, 2014;

WHEREAS, while Ceridian's motion for summary judgment, the various motions to disqualify experts, and Plaintiffs' class certification motion were pending, the Parties all participated in a private mediation before Professor Eric D. Green of Resolutions LLC on December 9, 2013;

WHEREAS, after extensive subsequent arm's length negotiations took place between Class Counsel and Comdata's Counsel and Ceridian's Counsel under the supervision of Professor Green during December 2013, Plaintiffs, on the one hand, and Comdata and Ceridian, on the other hand, reached a settlement, which was documented in a detailed memorandum of understanding that was signed on behalf of those parties on December 31, 2013;

WHEREAS, after further arm's length negotiations took place between Class Counsel and Counsel for Love's, Plaintiffs, on the one hand, and Love's, on the other hand, reached a settlement, which was documented in a separate memorandum of understanding that was signed on behalf of those parties on January 3, 2014;

WHEREAS, on or about January 9, 2013, the Court held a settlement conference with Class Counsel and TA Defendants' Counsel and Pilot Defendants' Counsel, and after additional separate arm's length negotiations between Class Counsel and counsel for the TA Defendants and the Pilot Defendants under the supervision of the Court, those parties reached separate settlements, which were documented in a joint memorandum of understanding that was signed on behalf of those parties on January 21, 2014;

WHEREAS, the Parties' obligations with respect to each of the memoranda of understanding are separate, distinct, and not contingent upon one another, but the Parties have agreed that, for the convenience of the Court and for purposes of streamlining the settlement



process for the benefit of the Settlement Class, those settlements shall be memorialized in a single master Settlement Agreement;

WHEREAS, Plaintiffs and Plaintiffs' Class Counsel, having conducted substantial discovery, investigated the facts and underlying events relating to the subject matter of their claims, and carefully analyzed the applicable legal principles, believe based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received, that the resolutions and compromises reached between Plaintiffs, on the one hand, and Defendants, on the other, which were initially described in the Parties' various memoranda of understanding, and which are set forth in greater detail herein, are fair, reasonable and adequate and that settlement under the terms set forth herein is in the best interests of the proposed Settlement Class;

WHEREAS, Defendants, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Plaintiffs' claims, and for the purpose of putting to rest all controversies with Plaintiffs and the Settlement Class that were or could have been alleged, and without any admission of liability or wrongdoing whatsoever, desire to enter into this settlement, which was initially described in the Parties' various memoranda of understanding, and which is set forth in greater detail herein;

WHEREAS, it is agreed between Plaintiffs, on the one hand, and Defendants, on the other, that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever,

by any Defendant, or of the truth of any of the claims that the Plaintiffs have asserted against any Defendant;

NOW, THEREFORE, without any admission or concession by Plaintiffs of any lack of merit to their allegations and claims, and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit in their defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Parties agree as follows:

## **I. DEFINITIONS**

1. For purposes of this Settlement Agreement, the following words and terms shall be defined to have the meanings set forth below, and all undefined words and phrases shall have their usual and customary meaning.

a. “Action” or “Actions” means all pending or prior actions that were consolidated in the United States District Court for the Eastern District of Pennsylvania under the caption *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation*, No. 07-0178-JKG (E.D. Pa.), as well as any other related cases, including, but not limited to, the following:

1. *Universal Delaware, Inc. d/b/a Gap Truck Stop v. Comdata Network, Inc., et al.*, No. 07-1078 (E.D. Pa.);
2. *Marchbanks Truck Service, Inc. d/b/Bear Mountain Travel Stop v. Comdata Network, Inc. et al.*, No. 07-1128 (E.D. Pa.);
3. *Mahwah Fuel Stop v. Comdata Network, Inc. et al.*, No. 07-1323 (E.D. Pa.);
4. *Gerald Krachey d/b/a Krachey’s BP South v. Comdata Network, Inc.*, No. 07-1732 (E.D. Pa.);
5. *Walt Whitman Truck Stop v. Comdata Network, Inc. et al.*, No. 07-2829 (E.D. Pa.);

6. *Nu-Way Cooperative v. Comdata Network, Inc. et al.*, No. 07-1734 (E.D. Pa.);
7. *Universal Delaware, Inc. d/b/a Gap Truck Stop v. Ceridian Corporation et al.*, No. 09-2327 (E.D. Pa.);
8. *Riverbend Truck Stop & Palace Casinos, Inc. v. Ceridian Corporation, et al.*, No. 07-647 (M.D. Tenn.);
9. *Minnows LLC v. Ceridian Corporation, et al.*, No. 07-658 (M.D. Tenn.);
10. *Dickerson Petroleum, Inc. v. Ceridian Corporation, et al.*, No. 07-659 (M.D. Tenn.); and
11. *VGD Services v. Ceridian Corporation, et al.*, No. 07-660 (M.D. Tenn.).

b. “Aggregate Settlement Fund” means the settlement fund created within five (5) business days following the Final Effective Date by transferring the Comdata/Ceridian Settlement Fund, the Love’s Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund into a single sub-account within the Escrow Account.

c. “Attorneys’ Fee Award” means any and all attorneys’ fees that are awarded by the Court for the work performed for the benefit of the members of the Settlement Class by Plaintiffs’ Class Counsel or other counsel for Plaintiffs or the proposed class in the Actions, as further described in Section XI of this Settlement Agreement.

d. “Buying Groups” means and is limited to North American Truck Stop Network (“NATSN”), Professional Transportation Partners, LLC (“PTP”), AMBEST, and Roady’s.

e. “Ceridian” means Defendant Ceridian Corporation n/k/a Ceridian LLC.

f. “Ceridian’s Counsel” means Carolyn P. Short and Shannon E. McClure of Reed Smith LLP.

g. “Ceridian Releasees” means Ceridian, together with its affiliates, subsidiaries, shareholders, officers, directors, managers, and representatives and their predecessors, assignees and successors in interest and its or their respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives, including, but not limited to, Fidelity National Financial, Inc., Thomas H. Lee Partners, L.P., Ceridian Holding LLC, Foundation Holding LLC, Ceridian LLC, Ceridian Co-Issuer Inc., and Ceridian HCM Holding Inc. and their direct and indirect subsidiaries, and their predecessors, including but not limited Ceridian Holding Corp., Ceridian Intermediate Corp., Foundation Holdings, Inc. and Ceridian Corporation.

h. “Claim” means the claim of a Settlement Class Member or his or her or its representative submitted on a Claim Form as provided in this Settlement Agreement.

i. “Claimant” means a Settlement Class Member who has submitted a Claim.

j. “Claim Bar Date” means the deadline by which Settlement Class Members must submit a timely, valid, and complete Claim Form.

k. “Claim Forms” mean the documents, in substantially the same form as Exhibit “A” to this Settlement Agreement.

l. “Claim Period” means the time period in which Settlement Class Members may submit a Claim Form for review to the Settlement Administrator. The Claim Period shall run for approximately 8 weeks from the Notice Date. The expiration of the Claim Period shall be specified in the Publication Notice, the Long Form Notice, and the Settlement Website.

m. “Class Notice” means the notice program described in Section VIII.

- n. “Class Objection Period” means the period in which a Settlement Class Member must file any objections to this Settlement Agreement.
- o. “Comdata” means Defendant Comdata Network, Inc., n/k/a Comdata Inc. and its successors or assigns.
- p. “Comdata Proprietary Transactions” means transactions in which the method of payment used is: (i) the Comdata OTR Fleet Card; or (ii) the Comdata MasterCard where such MasterCard transactions are processed by Comdata rather than by the MasterCard because of the existence of an agreement between Comdata and the merchant.
- q. “Court” means the United States District Court for the Eastern District of Pennsylvania.
- r. “Comdata’s Counsel” means J. Gordon Cooney, Jr., Steven A. Reed, and R. Brendan Fee of Morgan, Lewis & Bockius LLP and Kevin J. Arquit, Matthew J. Reilly, and Abram J. Ellis of Simpson Thacher & Bartlett LLP.
- s. “Comdata/Ceridian Settlement Fund” means the settlement monies deposited into the Escrow Account by Comdata/Ceridian as described in Paragraph 7 of this Settlement Agreement.
- t. “Comdata Releasees” means Comdata, together with its affiliates, subsidiaries, assignees, shareholders, officers, directors, managers, and representatives and their predecessors and successors in interest and its or their respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives, including, but not limited to, Comdata Inc. and its direct and indirect subsidiaries, and its predecessors, Comdata Network, Inc. and Ceridian Stored Value Solutions, Inc.

u. “Custom-Fee Arrangement” means an agreement between Comdata, on the one hand, and a merchant on the other, under which Comdata will charge the merchant a Merchant Transaction Fee that is lower than its Effective Comdata Proprietary Merchant Transaction Fee on transactions by a particular fleet at the particular merchant’s location.

v. “Defendants” means Comdata, Ceridian, Love’s, the TA Defendants and the Pilot Defendants collectively.

w. “Defense Counsel” means Comdata’s Counsel, Ceridian’s Counsel, Love’s Counsel, the TA Defendants’ Counsel and the Pilot Defendants’ Counsel collectively.

x. “Effective Comdata Proprietary Merchant Transaction Rate” means the Merchant Transaction Fee rate that Comdata charges a merchant on transactions in which no Custom-Fee Arrangement or other special exception applies.

y. “Escrow Agent” means the agreed-upon entity to address and hold for distribution the funds identified in this Settlement Agreement pursuant to the terms of an Escrow Agreement.

z. “Escrow Account” means the custodial or investment account administered by the Settlement Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Settlement Agreement and the Escrow Agreement.

aa. “Escrow Agreement” means the agreement by and among Plaintiffs’ Class Counsel, Defense Counsel, and the Escrow Agent with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Settlement Agreement.

bb. “Fairness Hearing” means the hearing that is to take place as provided for in the Preliminary Approval Order for purposes of, among other things: (a) entering the Final Order and Final Judgment and dismissing the Actions with prejudice; (b) determining whether the

settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members; and (c) ruling upon an application by Plaintiffs' Class Counsel for an Attorneys' Fee Award, Reimbursement for Costs and Expenses and for Plaintiffs' Service Awards.

cc. "Final Approval Date" means the date on which the Court enters the Final Order and Final Judgment, or the latter of the two in the event the Final Order and Final Judgment are not entered on the same date.

dd. "Final Effective Date" means the latest date on which the Final Order and Final Judgment approving this Settlement Agreement become final. For purposes of this Settlement Agreement: (1) if no appeal has been taken from the Final Order and Final Judgment, "Final Effective Date" means the date on which the time to appeal therefrom has expired; or (2) if any appeal has been taken from the Final Order and Final Judgment, "Final Effective Date" means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner that affirms the Final Order and Final Judgment; or (3) if Plaintiffs' Class Counsel and Defense Counsel agree in writing, the "Final Effective Date" can occur on any other agreed-upon date.

ee. "Final Judgment" means the Court's final judgment as described in Section XII of this Settlement Agreement, which is to be substantially in the form attached hereto as Exhibit "B".

ff. "Final Order" means the Court's final order approving the settlement and this Settlement Agreement, as described in Section XII of this Settlement Agreement, which is to be substantially in the form attached hereto as Exhibit "C".

gg. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit “D”.

hh. “Love’s” means Defendant Love’s Travel Stops & Country Stores, Inc.

ii. “Love’s Counsel” means Mack J. Morgan, III of Crowe & Dunlevy P.C.

jj. “Love’s Releasees” means Love’s, together with its affiliates, shareholders, officers, directors, managers, members, and representatives and their predecessors and successors in interest and its or their respective past, present or future officers, directors, managers, members, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives.

kk. “Love’s Settlement Fund” means the settlement monies deposited into the Escrow Account by Love’s as described in Paragraph 8 of this Settlement Agreement.

ll. “Lowest Posted Cash Price” shall mean the lowest price posted on signage at a physical location by a merchant for the purchase of fuel. This price is typically referred to as the “cash price” and is the base price from which discounts or rebates offered to fleets or truckers are often calculated.

mm. “Major Chains” means the Pilot Defendants, the TA Defendants, and Love’s collectively.

nn. “Merchant Services Agreement” means the agreement setting forth the commercial terms under which a merchant accepts an OTR Fleet Card.

oo. “Merchant Transaction Fee” is the fee per transaction paid to an OTR Fleet Card issuer by a Truck Stop or other merchant in connection with a transaction in which a purchaser presents that OTR Fleet Card for payment at the merchant’s location.



pp. “Mobile Fueler” means an entity whose primary business is delivering fuel to a customer’s terminal or job site.

qq. “Net Aggregate Settlement Fund” means the Aggregate Settlement Fund less (1) the Taxes and administrative costs related to the accounts, and (2) any payments approved by the Court, including, but not limited to, any Attorneys’ Fee Award, any Reimbursement for Costs and Expenses, any Plaintiffs’ Service Awards, any Settlement Administration Costs, and any other such expenses and payments as the Court deems appropriate.

rr. “Notice Date” means the last date on which dissemination of the Long Form Notice can begin as set forth in the Preliminary Approval Order.

ss. “Objector” means any Settlement Class Member who or which timely and properly submits an objection to this settlement that fully complies in all respects with the criteria set forth in Paragraphs 62 and 63 below.

tt. “Operative Class Complaint” means the Third Consolidated Amended Complaint filed in the Action.

uu. “Opt-Out” means any member of the Settlement Class who or which timely and properly excludes itself (or himself or herself) from the Settlement Class that fully complies in all respects with the criteria set forth in Paragraphs 57 and 58 and those exclusion procedures approved by the Court.

vv. “OTR Fleet Card” means a payment card or card number used by fleets and over-the-road truck drivers to purchase diesel fuel and other items at Truck Stops and other Retail Fueling Facilities and that provides (1) enhanced data capture functionality and (2) purchase controls.

ww. “Paragraph” or “Paragraphs” means one or more paragraphs of this Settlement Agreement.

xx. “Pilot Defendants” means Defendants Pilot Travel Centers LLC and Pilot Corporation collectively.

yy. “Pilot Defendants’ Counsel” means John H. Bogart of Telos VG PLLC.

zz. “Pilot Releasees” means Pilot Travel Centers LLC and Pilot Corporation, together with their affiliates, shareholders, officers, directors, members, managers, and representatives and their predecessors and successors in interest and their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, heirs, administrators, purchasers, assigns and other legal representatives.

aaa. “Pilot Settlement Fund” means the settlement monies deposited into the Escrow Account by the Pilot Defendants as described in Paragraph 9 of this Settlement Agreement.

bbb. “Plan of Administration and Distribution” means the plan pursuant to which the Net Settlement Fund will be distributed to Claimants, which such plan is attached hereto as Exhibit “E”.

ccc. “Principal OTR Fleet Card Competitor” means the principal OTR Fleet Cards with which the OTR Fleet Card issued by Comdata competes, which, for purposes of this Settlement Agreement, consists of TCH, EFS, T-Chek and WEX/FleetOne, together with their respective successors and assigns.

ddd. “Parties” means Plaintiffs and Defendants collectively, as each of those terms is defined in this Settlement Agreement.

eee. “Plaintiffs” means Marchbanks Truck Service, Inc. d/b/a Bear Mountain Travel Stop, Mahwah Fuel Stop, Gerald F. Krachey d/b/a/ Krachey’s BP South, and Walt Whitman Truck Stop, Inc. Mahwah Fuel Stop includes Royal Gas and Diesel Stations, LLC.

fff. “Plaintiffs’ Service Award” means any incentive or service payments that the Court orders to be paid to any Plaintiff, but not including any Attorneys’ Fee Award, Reimbursement for Costs and Expenses, the amount any Plaintiff receives under the Plan of Administration and Distribution, or any Settlement Administration Costs.

ggg. “Plaintiffs’ Class Counsel” or “Class Counsel” means Eric L. Cramer and Andrew C. Curley of Berger & Montague, P.C., Eric B. Fastiff and Dean Harvey of Liefv Cabraser Heimann & Bernstein, LLP, and Stephen R. Neuwirth and Dale H. Oliver of Quinn Emanuel Urquhart & Sullivan, LLP.

hhh. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

iii. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section VII of this Settlement Agreement and to be substantially in the form attached hereto as Exhibit “F”.

jjj. “Publication Notice” means the Publication Notice substantially in the form attached hereto as Exhibit “G”.

kkk. “Reimbursement for Costs and Expenses” means Plaintiffs’ request for recovery out of the Aggregate Settlement Fund of costs and expenses reasonably incurred by Plaintiffs’ Class Counsel and/or the Plaintiffs in investigating, prosecuting, and settling this matter for the benefit of Plaintiffs and members of the Settlement Class, including, *e.g.*, fees and costs

for experts and consultants, but not including any Plaintiffs' Service Awards or Settlement Administration Costs, as further described in Section XI of this Settlement Agreement.

lll. "Release" means the release, waiver and covenant not to sue set forth in Section VI of this Settlement Agreement and in the Final Order and Final Judgment.

mmm. "Released Claims" means any claim covered by the Release.

nnn. "Releasees" means the Comdata Releasees, the Ceridian Releasees, the Love's Releasees, the Pilot Releasees, and the TA Releasees collectively.

ooo. "Retail Fueling Facilities" means merchants that sell fuel, including diesel fuel, at retail to the public generally and to truckers and fleets.

ppp. "Settlement Administrator" means Rust Consulting, Inc., which shall effectuate and administer the Class Notice, the exclusion process for Opt-Outs, the Claims process, and distribution(s) to eligible Claimants under the supervision of Plaintiffs' Class Counsel and the Court, and which firm is unrelated to and independent of the Plaintiffs, Plaintiffs' Class Counsel, and Defense Counsel, within the meaning of Treasury Regulations § 1.468B-1(d) and § 1.468B-3(c)(2)(A).

qqq. "Settlement Administration Costs" means the expenses incurred in the administration of this Settlement Agreement, including all amounts awarded by the Court for costs associated with providing Class Notice, locating members of the Settlement Class and determining their eligibility to submit a Claim, administering, calculating, and distributing the Net Aggregate Settlement Fund to eligible Claimants, other costs of claims administration, payment of Taxes or administration costs with respect to the Escrow Account(s), and other reasonable third-party fees and expenses incurred by the Settlement Administrator or other consultants retained by agreement of the Parties or by authority of the Court to assist with claims administration in

connection with prosecuting, handling, and settling the Actions, and administering the terms of this Settlement Agreement, that are not categorized as an Attorneys' Fee Award, Reimbursement for Costs and Expenses, or a Plaintiffs' Service Award.

rrr. "Settlement Agreement" means this Definitive Master Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.

sss. "Settlement Class" means the class defined for settlement purposes only in Section II of this Settlement Agreement.

ttt. "Settlement Class Exclusion Period" means the period in which a member of the Settlement Class may timely and properly become an Opt-Out, which period is specified in Paragraph 58 below.

uuu. "Settlement Class Members" or "Settlement Class Member" means a member of the Settlement Class who or which does not submit a timely and valid request for exclusion from the settlement.

vvv. "Settlement Class Period" means the time period between March 1, 2003 and the Preliminary Approval Date.

www. "Settlement Website" means the dedicated website to be established for purposes of this Settlement Agreement, which is described in Paragraph 49 below.

xxx. "TA Defendants" means Defendants TravelCenters of America LLC, TravelCenters of America Holding Company LLC, TA Operating LLC, and Petro Stopping Centers collectively.

yyy. "TA Defendants' Counsel" means Jane E. Willis and Matthew L. McGinnis of Ropes & Gray LLP.

zzz. “TA Releasees” means the TA Defendants, together with their affiliates, shareholders, officers, directors, members, managers, and representatives and their predecessors and successors in interest and each entities’ respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, direct and indirect subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives.

aaaa. “TA Settlement Fund” means the settlement monies deposited into the Escrow Account by the TA Defendants as described in Paragraph 10 of this Settlement Agreement.

bbbb. “Taxes” means (1) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, (A) with respect to the income or gains earned by or in respect of the Escrow Account including, without limitation, any taxes that may be imposed upon Plaintiffs or Defendants with respect to any income or gains earned by or in respect of an Escrow Account for any period while it is held by the Escrow Agent during which the Escrow Account does not qualify as a Qualified Settlement Fund for federal or state income tax purposes, or (B) with respect to the income or gains earned by or in respect of any of the Escrow Account, or by way of withholding as required by applicable law on any distribution by the Escrow Agent of any portion of the Escrow Account to the Settlement Administrator, Settlement Class Members, or other persons entitled to such distributions pursuant to this Settlement Agreement, and (2) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Escrow Account (including without limitation expenses of tax attorneys and accountants, if any).

cccc. “Truck Stops” means merchants that, among other things, sell diesel fuel at retail and provide other services and amenities to over-the road fleets and truckers, such as overnight parking, showers, a convenience store, a truck service center, and/or a restaurant.

dddd. The terms “he or she” and “his or her” include “it” or “its” where applicable, and vice versa.

eeee. Other capitalized terms used in this Settlement Agreement but not defined in this Section I shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

## **II. SETTLEMENT CLASS**

2. Pursuant to the procedure described in Paragraphs 42, 44 and 73 below, Plaintiffs will seek, and Defendants will not oppose, the Court’s certification of a class for settlement purposes only consisting of: All owners and operators of Truck Stops or other Retail Fueling Facilities with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions and that were calculated based on a percentage of the face amount of the transaction during the Settlement Class Period with the exception of Mobile Fuelers, Wilco-Hess locations, the Pilot Defendants, the TA Defendants, and Love’s and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants.

## **III. CLASS SETTLEMENT ESCROW ACCOUNT**

3. The Parties and the Escrow Agent will establish the Escrow Account as being at all times a Qualified Settlement Fund pursuant to Internal Revenue Code § 468B and the Regulations issued thereto. All payments to be made by Defendants pursuant to Section IV below shall be made by wire transfer into separate sub-accounts within an Escrow Account at

Huntington National Bank pursuant to an Escrow Agreement attached as Exhibit “H” hereto. All (i) Taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) shall be timely paid out of the Escrow Account without prior Order of the Court.

4. The Escrow Agent shall invest the funds paid into the Escrow Account by Defendants pursuant to this Settlement Agreement exclusively in instruments backed by the full faith and credit of the U.S. Government or fully insured by the U.S. Government or an agency thereof, including, *e.g.*, U.S. Treasury Bills, U.S. Treasury Money Market Funds, or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Defendants shall not bear any responsibility or liability related to the investment of the funds paid into the Escrow Account by the Escrow Agent.

5. The Parties agree that the Settlement Administrator shall be responsible for filing tax returns for the Qualified Settlement Fund and paying from the Escrow Account any Taxes owed with respect to the Qualified Settlement Fund. The Parties hereto agree that the Escrow Account shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Escrow Account as a Qualified Settlement Fund from the earliest date possible.

6. In no event shall any of the Releasees have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the Escrow Account.



#### **IV. PAYMENTS TO THE CLASS SETTLEMENT ESCROW ACCOUNT**

7. Within five (5) business days after the Preliminary Approval Date, Comdata and Ceridian shall cause a total cash payment in the amount of one hundred million dollars (\$100,000,000.00) to be paid by wire transfer into a dedicated sub-account within the Escrow Account, which Comdata and Ceridian shall be under no obligation to restore, supplement, or replenish. Although Comdata and Ceridian are jointly responsible for the entire amount of this payment, neither Plaintiffs nor Plaintiffs' Class Counsel shall have a role in determining the allocation of Comdata's and Ceridian's respective contributions to the Comdata/Ceridian Settlement Fund.

8. Within five (5) business days after the Preliminary Approval Date, Love's shall cause a total cash payment in the amount of ten million dollars (\$10,000,000.00) to be paid by wire transfer into a dedicated sub-account within the Escrow Account, which Love's shall be under no obligation to restore, supplement, or replenish.

9. Within five (5) business days after the Preliminary Approval Date, the Pilot Defendants shall cause a total cash payment in the amount of ten million dollars (\$10,000,000.00) to be paid by wire transfer into a dedicated sub-account within the Escrow Account, which the Pilot Defendants shall be under no obligation to restore, supplement, or replenish. Although each of the Pilot Defendants is jointly responsible for the entire amount of this payment, neither Plaintiffs nor Plaintiffs' Class Counsel shall have a role in determining the allocation of each Pilot Defendants' respective contribution to the Pilot Settlement Fund.

10. Within five (5) business days after the Preliminary Approval Date, the TA Defendants shall cause a total cash payment in the amount of ten million dollars (\$10,000,000.00) to be paid by wire transfer into a dedicated sub-account within the Escrow

Account, which the TA Defendants shall be under no obligation to restore, supplement, or replenish. Although each of the TA Defendants is jointly responsible for the entire amount of this payment, neither Plaintiffs nor Plaintiffs' Class Counsel shall have a role in determining the allocation of the TA Defendants' respective contributions to the TA Settlement Fund.

11. None of the payments into the Escrow Account described in Paragraphs 7 through 10 above is contingent or dependent on another such payment, each Defendant is responsible for making its own payment into the Escrow Account, and no Defendant shall have any responsibility whatsoever for making a payment into the Escrow Account for any other Defendant (except as specified with regard to the respective amounts separately identified in Paragraphs 7 through 10 above).

12. The Comdata/Ceridian Settlement Fund, the Love's Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund shall be segregated by the Escrow Agent in separate sub-accounts within the Escrow Account, each of which shall unto itself constitute a Qualified Settlement Fund under Internal Revenue Code § 468B and the Regulations issued thereto, until five (5) days after the Final Effective Date at which time the fund remaining in each separate sub-account shall be combined into the Aggregate Settlement Fund to facilitate the payment of any Attorneys' Fee Award, any Reimbursement for Costs and Expenses, any Plaintiffs' Service Awards, and any remaining Settlement Administration Costs and any other such costs and expenses as directed by the Court, as well as the distribution of the Net Aggregate Settlement Fund to Claimants pursuant to the Plan of Administration and Distribution attached as Exhibit "E" to this Settlement Agreement. No Defendant shall have any reversionary interest in any of the separate Settlement Funds or in any portion of the Aggregate Settlement Fund, regardless of the number of Claimants, except and only to the

extent that any termination rights under this Settlement Agreement are triggered and specifically invoked.

13. The payments described in Paragraphs 7 through 10 above shall exhaust and fully satisfy any and all payment obligations under this Settlement Agreement of Defendants and any Releasees, and shall extinguish entirely any further obligation, responsibility, or liability to pay any notice expenses, reasonable attorneys' fees, litigation costs, costs of administration, Taxes, settlement sums, or sums of any kind to the Escrow Account, or to the Plaintiffs or other Settlement Class Members, or to any of their respective counsel, experts, advisors, agents, and representatives, all of whom shall look solely to the Escrow Account for settlement and satisfaction of all claims released in this Settlement Agreement.

**V. CONSIDERATION PROVIDED TO SETTLEMENT CLASS MEMBERS**

14. The consideration provided to Settlement Class Members consists of (a) a right to make a claim for a monetary payment from the Net Aggregate Settlement Fund, (b) the payment of Plaintiffs' Class Counsel's attorneys' fees and costs as well as the costs of Settlement Administration out of the Aggregate Settlement Fund, (c) an agreement by Comdata not to enforce or not to use certain provisions in Major Chain Merchant Services Agreements, (d) an agreement by Comdata not to enforce or to modify certain provisions in Settlement Class Member Merchant Services Agreements, and (e) an agreement by Comdata to engage in good faith negotiations with Buying Groups. The consideration identified in (c)-(e) of the preceding sentence and described more fully in Section V.B-V.D of this Settlement Agreement are the sole and exclusive obligation of Comdata and no other Defendant.

**A. Monetary Payment from the Net Aggregate Settlement Fund**

15. Settlement Class Members may receive money payments from the Net Aggregate Settlement Fund by submitting a Claim Form pursuant to the claims process specified in the Plan of Administration and Distribution attached as Exhibit “E” hereto, which Plaintiffs will propose to the Court in moving for preliminary approval of this Settlement Agreement, and as later or otherwise modified and ordered by the Court.

16. No person shall have any claim against the Defendants, Defense Counsel, Plaintiffs, Plaintiffs’ Class Counsel, Releasees and/or the Settlement Administrator based on any determinations, distributions, or awards made in good faith with respect to any Claim Form. This provision does not affect or limit in any way the right of review by the Court of any disputed Claim Forms as provided in this Settlement Agreement.

**B. Non-Enforcement/Non-Use of Certain Provisions in Major Chain Merchant Services Agreements**

17. For a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce Section 3(b) in its Merchant Services Agreement with the TA Defendants or any one of them (or a similar provision in any subsequent agreement), which provides that the TA Defendants or any one of them must:

“refrain from any active sales effort to convert customers of Comdata to any other third party billing, debit or credit program, or any active effort to convert such customers to an in-house open account or billing program/system; provided, however, that it is understood that this Section 3(b) does not restrict or prohibit Merchant from maintaining its own billing, debit or credit programs/systems and, provided, further, that Merchant may participate in the billing, debit or credit programs of other third party billing service companies. Additionally, this Section 3(b) shall not be construed to restrict or prohibit Merchant from identifying and engaging trucking companies using criteria other than being a Comdata customer for the marketing, promotion and sales by Merchant of Merchant’s various billing, debit or credit programs/systems or acceptance of other billing, debit or credit systems at Merchant, and in any case, the foregoing does not prohibit Merchant from accepting the request of a Comdata customer to

use or convert to a Merchant billing, debit or credit program/system or other service or system or acceptance of another third party billing, debit or credit system on that customer's behalf.”

and for a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce or include any similar provision preventing the TA Defendants or any one of them from active sales efforts to convert fleet customers of Comdata to any other billing program, including in-house open accounts.

18. For a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce Section 3(b) in its Merchant Services Agreement with Love's (or a similar provision in any subsequent agreement), which provides that Love's must:

“refrain from any active, targeted sales effort to convert customers of [Comdata] from [Comdata] payment methods to any third party fuel card or billing program; provided, however, that it is understood that this Section 3(b) does not restrict or prohibit Merchant from maintaining its own billing, debit or credit programs/systems and, provided, however, that it is understood that this Section 3(b) does not restrict or prohibit Service Center from maintaining its own fuel card or billing program or participating in the fuel cards or billing programs of third parties. Additionally, this Section 3(b) does not (and shall not be construed to) restrict or prohibit Service Center from identifying customers using criteria other than being a Comdata customer for the marketing, promotion and sales by Service Center of Service Center's fuel card or billing program, or acceptance of other fuel cards or billing programs at Service Center, and in any case, the foregoing does not prohibit Service Center from: (1) accepting the request of a Comdata customer to use or convert to a Service Center fuel card or billing program or another third party fuel card or billing program; or (2) participating in any conversion (or proposed conversion) of a Comdata customer to a third party fuel card or billing program if either: (a) Service Center has the ability to grow the amount of fuel volumes purchased by any Comdata customer from Service Center, or (b) the amount of fuel volumes committed to Service Center by any Comdata customer are at risk of reduction”

and for a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce or include any similar provision preventing Love's from active sales efforts to convert fleet customers of Comdata to any other billing program, including in-house open accounts.

19. For a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce or insert in Merchant Services Agreements with any Major Chain, any provision that requires that Major Chain to refrain from active sales efforts to convert fleet customers of Comdata to any other billing program, including in-house open accounts, including any provision similar to the provisions described above in Paragraphs 17 and 18.

20. Comdata agrees that for a period of five (5) years from the Preliminary Approval Date, it will not include or enforce in any Merchant Services Agreement with any Major Chain a provision that would require that Major Chain to pay to Comdata a Merchant Transaction Fee that is equal to or greater than the highest Merchant Transaction Fee paid by that Major Chain to any other competing OTR Fleet Card supplier.

**C. Non-Enforcement/Modification of Certain Provisions in Settlement Class Member Merchant Services Agreements**

21. For a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce in existing Settlement Class Member Merchant Services Agreements and will not insert in new agreements with Settlement Class Members any provision that requires such merchants to refrain from active sales efforts to convert fleet customers of Comdata to any other billing program, including in-house open accounts. For the sake of clarity, an example of the contractual provision referenced herein can be found in Section 3(b) of the sample Comdata Merchant Services Agreement attached as Exhibit "I".

22. For a period of five (5) years from the Preliminary Approval Date, Comdata will not enforce in existing Settlement Class Member Merchant Services Agreements and will not insert in new agreements with Settlement Class Members any provision that requires such merchants to pay to Comdata and/or its cardholders an amount equal to the amount of any rebates or discounts per gallon of fuel purchased which the merchant pays to any other

competing OTR Fleet Card issuer and/or its cardholders. For avoidance of doubt, this means that Comdata shall not bar any merchant accepting any payment card offered by Comdata from offering a more favorable discount to a trucker or fleet using a rival OTR Fleet Card than that merchant offers to fleets or truckers using Comdata. For the sake of clarity, an example of the contractual provision referenced herein can be found in Section 3(g) of the sample Comdata Merchant Services Agreement attached as Exhibit “I”.

23. Comdata agrees that any provision in existing Settlement Class Member Merchant Services Agreements or in new Merchant Services Agreements with Settlement Class Members that obligates the merchant to charge Comdata cardholders its “lowest cash price” shall only obligate such merchants to charge Comdata cardholders the Lowest Posted Cash Price, and not the credit price, if such merchant charges a higher credit price. Nothing in any such provision shall preclude any Settlement Class Member from offering additional discounts or rebates from the Lowest Posted Cash Price to a trucker or fleet using a rival OTR Fleet Card and Comdata further states that the offering of any such discount or rebate by such merchant shall not trigger any of the obligations with regard to surcharging set forth in Paragraph 25 below. For the sake of clarity, an example of the contractual provision referenced herein can be found in Section 3(c) of the sample Comdata Merchant Services Agreement attached as Exhibit “I”.

24. For a period of five (5) years from the Preliminary Approval Date, Comdata will not seek to include in any Merchant Services Agreement with any Settlement Class Member a most favored nations clause or other similar contractual provision that would require such merchant to pay to Comdata a Merchant Transaction Fee that is equal to or greater than the highest Merchant Transaction Fee paid by that merchant to any other OTR Fleet Card issuer.

25. For a period of five (5) years from the date ninety (90) days after mailing of the Long Form Notice, Comdata will not enforce in existing Settlement Class Member Merchant Services Agreements and will not insert in new agreements with Settlement Class Members any provision that completely prohibits such merchants from surcharging Comdata Proprietary Transactions. For the sake of clarity, an example of the contractual provision referenced herein can be found in Section 3(d) of the sample Comdata Merchant Services Agreement attached as Exhibit "I". During this five-year period, Comdata shall not prohibit Settlement Class Members from surcharging that portion of Comdata Proprietary Transactions on which a percentage fee is charged (the "Qualifying Portion") subject to the following conditions:

a. A Settlement Class Member may impose a surcharge on the Qualifying Portion of any Comdata Proprietary Transaction provided that the surcharge does not exceed the difference between the merchant's Effective Comdata Proprietary Merchant Transaction Rate and the lower of (i) the next highest rate (after Comdata) charged to the merchant by Comdata's Principal OTR Fleet Card Competitors, or (ii) a set amount of 1.5 percent.

b. If a Settlement Class Member elects to impose a surcharge on the Qualifying Portion of any Comdata Proprietary Transactions, it must do so for all Comdata Proprietary Transactions performed by fleets at its locations and shall not be permitted to grant exemptions for particular fleet customers, provided, however, that the merchant is not required to surcharge fleets or truckers that are covered by a Custom-Fee Arrangement at that particular location.

c. The ability to surcharge the Qualifying Portion of Comdata Proprietary Transactions pursuant to sub-paragraph (a) above shall not apply if any of the merchant's then-existing Merchant Services Agreement with any of Comdata's Principal OTR Fleet Card



Competitors prohibits that merchant from levying a surcharge on transactions in which that Principal OTR Fleet Card Competitor's OTR Fleet Card is presented for payment.

d. A Settlement Class Member wishing to impose a surcharge on the Qualifying Portion of any Comdata Proprietary Transactions subject to the terms and conditions set forth herein shall notify Comdata thirty (30) days before implementing the surcharge by completing and submitting a form to be made available by Comdata to all Settlement Class Members upon email request to [surcharge@comdata.com](mailto:surcharge@comdata.com) and provided with any new Merchant Services Agreement presented to a Settlement Class Member, which shall require the merchant to specifically identify the next highest rate (after Comdata) charged to the merchant by the applicable Principal OTR Fleet Card Competitor, and to attach the portion of the pertinent contract reflecting the rate and duration of the agreement unless prohibited by a confidentiality provision, in which case, the merchant will provide to Comdata a statement under oath (a template for which will be made available by Comdata upon request) setting forth (i) the rate of the next highest Principal OTR Fleet Card Competitor, (ii) the identity of that Principal OTR Fleet Card Competitor (unless prohibited by a confidentiality provision in the pertinent contract), and (iii) the start and end dates of the pertinent agreement with that OTR Fleet Card Competitor. Nothing in this Paragraph shall preclude a Settlement Class Member from surcharging the difference between the merchant's Effective Comdata Proprietary Merchant Transaction Rate and 1.5% in the event the next-highest rate charged by a Principal OTR Fleet Card Competitor is less than 1.5%. If Comdata agrees to match the next-highest rate charged by the OTR Fleet Card Competitor within the thirty-day period, the Settlement Class Member shall not be permitted to impose a surcharge on Comdata Proprietary Transactions.

e. A Settlement Class Member electing to impose a surcharge on any Comdata Proprietary Transaction shall prominently disclose through signage at the diesel fuel pump (i) that the merchant (as opposed to Comdata) is imposing a surcharge, (ii) the amount of the surcharge being imposed, and (iii) the fact that the surcharge being imposed does not exceed the difference between the merchant's Effective Comdata Proprietary Merchant Transaction Rate and the lower of (a) the next highest rate (after Comdata) charged to the merchant by a Principal OTR Fleet Card Competitor, or (b) a set amount of 1.5 percent.

f. The required disclosure described in sub-paragraph (e) above shall not include language that could be deemed to disparage Comdata or its products and such disclosure shall otherwise comply with all applicable state and federal laws regarding misleading or deceptive disclosures. A factual statement that the surcharge was implemented because of the cost of Comdata's Merchant Transaction Fee to the Settlement Class Member shall not violate this provision.

g. Nothing in this Settlement Agreement shall preclude Comdata from truthfully advising its fleet customers that a Settlement Class Member imposes a surcharge on the Qualifying Portion of its Comdata Proprietary Transactions as long as in doing so, Comdata acknowledges in its first communication that the merchant's ability to choose to impose a surcharge was obtained through a lawsuit settlement agreement executed by Comdata and that the surcharge does not exceed the difference between the merchant's Effective Comdata Proprietary Merchant Transaction Rate and the lower of (i) the next highest rate (other than Comdata) charged to the merchant by a Principal OTR Fleet Card Competitor, or (ii) a set amount of 1.5 percent. In any such communications with fleet customers, Comdata may not include language that could be deemed to disparage any Settlement Class Member or its products

or services and such disclosure shall otherwise comply with all applicable state and federal laws regarding misleading or deceptive disclosures.

h. A Settlement Class Member electing to impose a surcharge on the Qualifying Portion of any Comdata Proprietary Transaction shall be required before implementing the surcharge to have installed on an eligible point-of-sale device an update that will facilitate the processing of a transaction on which a surcharge is imposed. This update will be distributed by Comdata to the supplier of Settlement Class Member's eligible point-of-sale device within sixty (60) days of the mailing of Long Form Notice. Any costs or expenses associated with the development and distribution of the update described in this Paragraph, as well as costs associated with correcting any system-wide defect in this update that would materially impair a Settlement Class Member with an eligible point-of-sale device from exercising its rights under this Paragraph shall be borne by Comdata. Upon installation of the update, the eligible point-of-sale device shall generate a receipt that displays the surcharge as a separate line item, which shall be supplied to the driver by the merchant at the point-of-sale. If a Settlement Class Member wishing to impose a surcharge pursuant to this Paragraph does not have an eligible point-of-sale device on which the update described herein can be installed, it may still impose a surcharge on the Qualifying Portion of its Comdata Proprietary Transactions, provided that it produces and furnishes to the driver at the point-of-sale documentation setting forth, at a minimum, the products purchased, the prices of those products, and the amount of the surcharge imposed.

i. Any Settlement Class Member electing to impose a surcharge pursuant to this Paragraph shall bear sole responsibility for complying with any applicable state laws that prohibit, limit or otherwise govern surcharging.

**D. Good Faith Negotiations with Buying Groups**

26. Within six months after the Final Effective Date, each of the Buying Groups, in its discretion, may engage in and complete at least one bi-lateral negotiation with Comdata in which both parties (Comdata, on the one hand, and the Buying Group, on the other) will attempt in good faith to reach a commercially reasonable agreement regarding, *inter alia*, the rates and commercial terms for Comdata Proprietary Transactions between Comdata and merchant members of those Buying Groups that are members as of July 1, 2014. It shall be incumbent on any of the Buying Groups in such negotiations to demonstrate in any negotiation pursuant to this Paragraph an ability to bring tangible economic value to Comdata in addition to existing transaction volume. Comdata shall exercise its discretion and business judgment in good faith: (a) in determining whether a proposal sets forth tangible economic value to Comdata in addition to existing transaction volume; (b) in negotiations related to such proposals; and (c) in making its determination whether to accept or reject a proposal. Notwithstanding the foregoing, the exercise of good faith by Comdata shall not impose an obligation on Comdata to provide a discounted Merchant Transaction Fee rate to some or all of the Buying Groups or their members, but if a discounted Merchant Transaction Fee rate is provided by Comdata to the membership of any Buying Group, such discounted Merchant Transaction Fee rate and any other accompanying commercial terms shall be memorialized in a separate agreement with the Buying Group.

27. Any claim by any Buying Group that Comdata has failed to discharge its obligations under Paragraph 26 above to negotiate in good faith shall be initiated within twelve (12) months of the Final Effective Date and shall be resolved in mandatory arbitration before Professor Eric D. Green (the "Arbitrator") in which both Comdata and the Buying Group must be represented by counsel. In any such arbitration proceeding, the Buying Group will be

required to establish any failure by Comdata to exercise good faith in negotiations by clear and convincing evidence, and, in all events, if bad faith by Comdata is established, the remedy available to the Buying Group will be limited to declaratory relief, and no other relief. At the conclusion of any such arbitration proceeding, the Arbitrator shall have the discretion to award attorneys' fees and costs to the prevailing party in any arbitration between a Buying Group and Comdata pursuant to this Paragraph should he conclude that the losing party brought the matter to arbitration or defended the arbitration in bad faith or generally brought claims or made arguments that did not have a reasonable possibility of succeeding. In the event that Professor Green is unable to serve as the Arbitrator, Plaintiffs' Class Counsel and Comdata's Counsel will meet and confer with regard to a mutually agreeable alternative who shall conduct the arbitration consistent with the terms of this Paragraph. Arbitration shall be the exclusive means of challenging Comdata's obligations under Paragraph 26 of this Settlement Agreement.

28. No Opt-Out shall have any rights under any contract that may be reached between a Buying Group and Comdata pursuant to negotiations authorized by Paragraphs 26. Nothing in this Paragraph shall be construed as limiting discussions, negotiations or contractual relationships not covered by the terms of this Settlement Agreement.

29. Nothing in Paragraphs 26 of this Settlement Agreement shall limit the ability of Comdata to, in its own sole discretion, set Merchant Transaction Fee rates, whether default rates or rates applicable to individual Settlement Class Members, groups of Settlement Class Members, or Buying Groups. Nor shall anything in Paragraphs 26 of this Settlement Agreement impose any limitation upon any other conduct of any Releasee not expressly addressed by the terms hereof.

**VI. RELEASE, WAIVER AND COVENANT NOT TO SUE**

30. The Parties agree to the following Release, waiver and covenant not to sue, which shall take effect on the Final Approval Date.

31. In consideration for the relief described above, Plaintiffs and each Settlement Class Member, as well as their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, predecessors, successors, assigns and any other legal representatives, agree to dismiss with prejudice all claims against the Releasees, and grant to each Releasee the broadest general release and covenant not to sue allowed by law, which shall unconditionally and forever bar Plaintiffs and Settlement Class Members from bringing, prosecuting, or participating in any and all claims, known or unknown, that Plaintiffs or Settlement Class Members brought or could have brought against the Defendants as of the Final Approval Date that arise out of, in whole or in part, or relate in any way to the subject matter of, or conduct alleged in, the Operative Class Complaint in the Actions, as well as any prior complaints filed in the Actions. This Release does not release any claims relating to conduct occurring or actions taken by any of the Defendants or Releasees after the Final Approval Date except to the extent that such claims (a) pertain to the terms of Comdata's Merchant Services Agreements, either with Settlement Class Members or the Major Chains, as modified by the prospective relief described above, or (b) are based upon conduct or activity that is expressly required by or consistent with the terms of this Settlement Agreement, in which case such claims (except to the extent they relate to any breach of this Settlement Agreement) are expressly released herein. Nor does this Settlement Agreement release any claims (a) arising out of contractual terms imposed or offered by any OTR Fleet Card issued by any entity other than Comdata, but only where such OTR Fleet Card is generally made

available for acceptance by Truck Stops and Retail Fueling Facilities and is not exclusive to any particular Major Chain; or (b) involving standard commercial disputes arising in the ordinary course of business, such as disputes regarding lines of credit or other related credit relations, individual chargeback disputes, misappropriation of cardholder data or invasion of privacy, and compliance with technical specifications for acceptance of any Comdata product or other product sold by Defendants. Further, nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement.

32. Without limiting the foregoing, and although the operative pleadings, filings and transcripts speak for themselves, and shall govern the scope of the claims released and forever barred under this Settlement Agreement and that are subject to any covenant not to sue set forth in this Settlement Agreement, and subject to the limitations and exclusions set out in Paragraph 31 above, claims based on the following are specifically released, barred, and subject to the covenant not to sue set forth herein:

- a. Comdata's and Ceridian's alleged monopoly or market power in supposed markets for OTR Fleet Cards or point-of-sale devices that route OTR Fleet Cards, or any other similar markets;
- b. the alleged inflation of the Comdata Merchant Transaction Fee paid by merchants as a result of alleged anticompetitive conduct of Comdata or any other Defendant;
- c. the so-called fee restructuring under which Comdata and Ceridian in or around 2000 and 2001 changed its Merchant Transaction Fee structure for non-Major Chain merchants and required those merchants to pay Comdata Merchant Transaction Fees based on a percentage of the face amount of the transaction while retaining a flat Merchant Transaction Fee structure for the Major Chains;

d. any alleged conspiracy between and among Comdata, Ceridian and/or any of the Major Chains with regard to any payment instrument, payment method, or point-of-sale device provided by Comdata;

e. the non-issuance of an OTR Fleet Card by each of the Major Chains, and in particular, the claim that such decision was the result of an agreement, including without limitation any oral agreement, written contract or letter of intent, between or among the Major Chains, and Comdata and/or Ceridian;

f. the non-acceptance of the TCH Card by each of the Major Chains, and in particular the claim that such decision was the result of an agreement between or among the Major Chains, and Comdata and/or Ceridian;

g. the provisions in Comdata's past and/or present Merchant Services Agreements and any other oral or written agreements or understandings between Comdata and/or Ceridian and the Major Chains, including without limitation, the provisions that Plaintiffs have described as the transaction fee MFN, the fuel discount MFN, the active sales ban, the no-surcharge rule, the honor-all-cards rule, and the lowest cash price provision, and any other similar so-called anti-steering provision in Comdata's Merchant Services Agreements with any one of the Major Chains;

h. the provisions in Comdata's past and/or present Merchant Services Agreements with non-Major Chain merchants, including without limitation the provisions that Plaintiffs have described as the fuel discount MFN, the active sales ban, the no-surcharge rule, the honor-all-cards rule, and the lowest cash price provision, and any other similar so-called anti-steering provision in Comdata's Merchant Services Agreements with any non-Major Chain merchant;



- i. any actions by Comdata and Ceridian to discourage merchants or fleets from accepting or carrying an OTR Fleet Card that competes with Comdata;
- j. any loyalty provisions in Comdata's cardholder agreements with fleets, including without limitation any minimum volume commitment provision;
- k. any alleged use by Comdata and Ceridian of its point-of-sale device that reads and routes OTR Fleet Cards to impair competition among OTR Fleet Cards, including without limitations any claim that Comdata programmed its point-of-sale device not to process or accept competing OTR Fleet Cards;
  - l. Ceridian's conduct in engaging in acquisitions which Plaintiffs claim had the purpose and effect of enabling Comdata to monopolize the purported relevant markets, including but not limited to Ceridian's alleged acquisitions of Comdata, NTS, Inc., TIC, Archco, EDS, Fleet Services, Saunders, Inc., IAES, CCIS, and TCC, and Trendar;
  - m. Ceridian's alleged alter ego liability arising out of its actions in allegedly overseeing, supervising, actively managing, extending credit to, setting rates and policy for, directing, instructing, and/or being extensively involved with Comdata, including but not limited to in Comdata's negotiations with Major Chains, fleets and other customers; and
  - n. Ceridian's alleged direct liability arising out of its actions in allegedly conspiring with, threatening, negotiating with, and/or forming agreements with the Major Chains.

33. Plaintiffs and the Settlement Class Members expressly agree that this Release, the Final Order, and the Final Judgment are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

34. Plaintiffs and the Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or

prosecution of any suit, action, and/or proceeding, against the Releasees, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement Agreement.

35. Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel, Plaintiffs, and the Settlement Class Members in executing this Settlement Agreement to fully, finally and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, except as otherwise stated in this Settlement Agreement.

36. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Settlement Class Members will be deemed by Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”** Plaintiffs and the Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory

that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

37. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

38. Settlement Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that such Settlement Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

39. Without in any way limiting its scope, and, except to the extent otherwise specified in the Settlement Agreement, this Release covers by example and without limitation, any and all claims for reasonable attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys,

Plaintiffs' Class Counsel, Plaintiffs, or Settlement Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Settlement Class.

40. In consideration for the Settlement, the Releasees shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, released Plaintiffs' Class Counsel and each current and former Plaintiff from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

41. Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

## **VII. PRELIMINARY APPROVAL**

42. As soon as is practicable following the signing of this Settlement Agreement by all Parties, but not later than March 4, 2014, and separately from any motions for an Attorneys' Fee Award, Reimbursement for Costs and Expenses, or for Plaintiffs' Service Awards, Plaintiffs and Plaintiffs' Class Counsel will request, and Defendants will not oppose, the entry by the Court of a Preliminary Approval Order (substantially in the form attached at Exhibit "F"):

a. Finding that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiffs as the representatives of the Settlement Class, and Plaintiffs' Class Counsel as counsel for the Settlement Class, and preliminarily approving the settlement as being within the range of reasonableness such that the Class Notice should be sent to the members of the Settlement Class;

b. Approving the Class Notice and directing that it shall be given as set forth in Section VIII of this Settlement Agreement;

- c. Scheduling the Fairness Hearing not earlier than seventy-five (75) days following the Notice Date;
- d. Appointing the Settlement Administrator;
- e. Authorizing the payment of Settlement Administration Costs reasonably incurred by the Settlement Administrator and those entities or consultant, such as Econ One, Inc. (“Econ One”), working with the Settlement Administrator;
- f. Finding that the Escrow Account is to be a “Qualified Settlement Fund” as defined in Section 1.468B-1(c) of the Treasury Regulations;
- g. Providing that members of the Settlement Class will have until the Claim Bar Date to submit Claim Forms;
- h. Providing that any objections by any Settlement Class Member shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, such Settlement Class Member follows the procedures set forth in this Settlement Agreement and approved by the Court;
- i. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the settlement and/or in response to any valid and timely objections;
- j. Providing that all Settlement Class Members will be bound by the Final Order and Final Judgment dismissing the Actions with prejudice unless such member of the Settlement Class timely submits to the Settlement Administrator a valid written request for exclusion in accordance with this Settlement Agreement and the Class Notice;

k. Providing that, pending the Fairness Hearing, Plaintiffs, or any of them, are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Releasees; and

l. Issuing other related orders to effectuate the preliminary approval of the Settlement Agreement.

43. Following the entry of the Preliminary Approval Order, the Class Notice shall be given and published in the manner directed and approved by the Court. The Parties agree that the methods of Class Notice contemplated by this Settlement Agreement are valid and effective, that they provide reasonable notice to the Settlement Class, and that they represent the best practicable notice under the circumstances.

44. Upon entry of the Preliminary Approval Order, Plaintiffs, Plaintiffs' Class Counsel, Defendants, Releasees, and Defense Counsel agree to use reasonable and good faith efforts to effectuate the Court's final approval of this Settlement Agreement, including filing the necessary motion papers and scheduling any necessary hearings for a date and time that are convenient for the Court.

#### **VIII. CLASS NOTICE AND ADMINISTRATION**

45. Class Notice will be accomplished through a combination of Publication Notice, notice through the Settlement Website, and Long Form Notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the Settlement Administrator (attached hereto as Exhibit "J"), and this Settlement Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

46. Beginning not later than twenty-eight (28) days following the Court's entry of the Preliminary Approval Order (the Notice Date), the Settlement Administrator shall send the Long Form Notice substantially in the form attached hereto as Exhibit "D", by U.S. first class mail, proper postage prepaid, to the last known address of those members of the Settlement Class that can reasonably be identified (by merchant name and address) in Comdata's FMLog transaction database.

47. To aid with effectuating dissemination of the Long Form Notice, within seven (7) business days after the Court enters the Preliminary Approval Order, Comdata shall, at its own expense, provide Plaintiffs with Comdata's FMLog transaction data in the same form that Comdata produced it to Plaintiffs during discovery in the Actions for the entire Settlement Class Period to the extent such data has not already been produced to Plaintiffs' Class Counsel.

48. Beginning not later than twenty-eight (28) days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall cause the publication of the Publication Notice, substantially in the form attached hereto as Exhibit "G", in such appropriate trade publications as may be agreed upon by the Parties and as may be necessary to ensure the best notice that is practicable under the circumstances, including, for example, NACS (National Association for Convenience and Fuel Retailing) Magazine and/or NATSO's weekly e-newsletter.

49. As soon as practicable following the Court's entry of the Preliminary Approval Order, but before dissemination of the Long Form Notice and the Publication Notice, the Settlement Administrator shall establish the dedicated Settlement Website, Post Office Box, and toll-free telephone line for providing notice and information to the members of the Settlement Class. The website shall include, at least, the Long Form Notice, a sample Claim Form, and such

other materials, in .pdf format, as would be necessary or appropriate to reasonably inform Settlement Class members regarding the settlement.

50. In addition to its availability on the Settlement Website, the Settlement Administrator shall send via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

51. Without limiting the foregoing provisions, the Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing, or arranging for the mailing of the Long Form Notices; (b) handling returned mail not delivered to members of the Settlement Class; (c) arranging for the publication of the Publication Notice; (d) attempting to obtain updated address information for any Long Form Notices returned without a forwarding address; (f) responding to requests for Long Form Notice; (g) receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the settlement; (h) forwarding written inquiries to Plaintiffs' Class Counsel or their designee for a response, if warranted; (i) establishing a post-office box for the receipt of any correspondence; (j) responding to requests from Plaintiffs' Class Counsel; (k) establishing a website to which members of the Settlement Class may refer for information about the Actions and the settlement; (l) fulfilling any escheatment obligations that may arise; and (m) otherwise implementing and/or assisting with the dissemination of the Class Notice. The Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities.

52. Not later than ten (10) days before the date of the Fairness Hearing, Plaintiffs' Class Counsel shall file with the Court a Declaration from the Settlement Administrator (a)



containing a list of Opt-Outs, if any, that have excluded themselves from the settlement; and (b) outlining the scope, method and results of the Notice Program.

53. Not later than ten (10) days after the Settlement Agreement is filed with the Court, the Settlement Administrator on behalf of each Defendant shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties. The Parties and their counsel agree to cooperate fully with the Settlement Administrator in order to ensure timely notice is provided by the Settlement Administrator to each appropriate State and Federal official and to use their best efforts to ensure that the Settlement Administrator timely issues such notice.

54. Settlement Administration Costs, including, but not limited to, costs and expenses for the Class Notice and the Settlement Administrator, including those of any third-party vendors used to perform tasks necessary for the implementation or effectuation of the Class Notice, shall be allocated by and among the Comdata/Ceridian Settlement Fund, the Love's Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund on a *pro rata* basis until such time that such accounts are combined into the Aggregate Settlement Fund following the Final Effective Date. After the creation of the Aggregate Settlement Fund, any further payments or distributions for Settlement Administration Costs and any other costs and expenses ordered by the Court shall be paid from the Aggregate Settlement Fund. For avoidance of doubt, in no event shall any Releasee have any obligation, responsibility, or liability with respect to the Settlement Administrator, the Class Notice, or the exclusion procedures, including with respect to the costs, administration expenses, or any other charges for any notice and exclusion procedures.

55. The Releasees are not and will not be obligated to compute, estimate, or pay any Taxes on behalf of any Plaintiff, any Settlement Class Member, Plaintiffs' Class Counsel and/or the Settlement Administrator.

56. If the Settlement Administrator makes a material or fraudulent misrepresentation to, or conceals requested material information from, Plaintiffs' Class Counsel, any Defendant, or any Defense Counsel, then the Party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately, the Parties may unanimously agree to remove the Settlement Administrator. Under such circumstances, the other Party (or Parties) shall not unreasonably withhold consent to remove the Settlement Administrator, but removal of the Settlement Administrator shall occur only after Defense Counsel and Plaintiffs' Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

#### **IX. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

57. Persons or entities in the Settlement Class may elect to opt out of the settlement, relinquishing their rights to benefits hereunder; provided, however, that any such person or entity who or which owns or operates multiple Truck Stop or Retail Fueling Facility locations may not opt out only some but not all such locations from the Settlement Class. For avoidance of doubt, that means that any such persons or entities who or which operate multiple Truck Stop or Retail Fueling Facility locations must remain fully in the Settlement Class, or fully exclude itself and all of its locations from the settlement.

58. Opt-Outs will not release their claims pursuant to this Settlement Agreement. Any member of the Settlement Class wishing to opt out of the settlement must send to the Settlement Administrator a letter including its name, address, and telephone number and providing a clear statement communicating that it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement. Any request for exclusion or opt out must be postmarked on or before the opt-out deadline provided in the Court's Preliminary Approval Order. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

59. Any Opt-Out may not file an objection to the settlement and shall be deemed to have waived any rights or benefits under this settlement.

60. Not later than five (5) business days after the deadline for submission of requests for exclusion or opt out, the Settlement Administrator shall provide to Plaintiffs' Class Counsel a complete list of Opt-Outs together with copies of the opt-out requests and any other related information. Plaintiffs' Class Counsel shall provide the complete list of Opt-Outs with copies of the opt-out requests and any other information relating to Opt-Outs furnished to Plaintiffs' Class Counsel by the Settlement Administrator within two (2) business days of receiving them to Defense Counsel.

61. Any member of the Settlement Class who does not file a valid and timely written request for exclusion as provided in this Section shall be bound by all subsequent proceedings, orders and judgments in the Actions, including, but not limited to, the Release, the Final Order, and the Final Judgment, even if such Settlement Class Member has litigation pending or

subsequently initiates litigation against any Releasee relating to the claims and transactions released in the Actions.

**X. OBJECTIONS TO THE SETTLEMENT**

62. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the settlement, must deliver to the Settlement Administrator and file with the Court, so that it is received on or before the date ordered by the Court, a written statement setting forth that Settlement Class Member's objection and any supporting brief it wishes to file. Any such objection shall include a statement of whether the Objector intends to appear and argue at the Fairness Hearing. Objectors may prepare, file, and serve the written objection and any supporting brief on their own or through an attorney retained at their own expense. The objection must include proof that the Objector falls within the definition of the Settlement Class.

63. Any Objector who files and serves a written objection may appear at the Fairness Hearing, either in person at their own expense or through personal counsel hired at the Objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the settlement. Objectors or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to the Settlement Administrator and file such notice of intention to appear with the Court, so that it is filed and received by both on or before the date ordered by the Court.

64. Objectors shall be entitled to all of the benefits of the settlement if this Settlement Agreement and the terms contained herein are approved, as long as the Objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of Claim Forms and other requirements herein.

**XI. ATTORNEYS' FEE AWARDS, REIMBURSEMENT FOR COSTS AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS**

65. After agreeing to the principal terms set forth in this Settlement Agreement and the amount of compensation to the Settlement Class, Plaintiffs' Class Counsel and Defense Counsel discussed the amount of any Attorneys' Fee Award, any Reimbursement for Costs and Expenses, and any Plaintiffs' Service Award that Plaintiffs' Class Counsel and Plaintiffs would seek, subject to the approval of the Court.

66. The Parties agreed that any and all such Attorneys' Fee Awards, Reimbursement for Costs and Expenses, and Plaintiffs' Service Awards shall be paid from the Aggregate Settlement Fund and the Releasees shall have no obligation to pay any additional amounts above and beyond the amount paid by each Defendant into the Escrow Account and used to create the Comdata/Ceridian Settlement Fund, the Love's Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund.

67. Although the reimbursement of litigation costs and the attorneys' fee amount to which Plaintiffs' Class Counsel may be entitled shall be determined by the Court, Defendants agree that they will not oppose any application for (a) an award of attorneys' fees by Plaintiffs' Class Counsel up to the amount of one-third of the \$130 million Aggregate Settlement Fund or \$43,333,333.33; and (b) reimbursement of reasonably incurred out of pocket costs and expenses, as documented on the books and records of Plaintiffs' Class Counsel, Plaintiffs, and the other firms, persons, and consulting companies providing services to Plaintiffs and the Settlement Class in these Actions, of an amount not to exceed \$7.5 million.

68. Plaintiffs' Class Counsel shall have the discretion to allocate any Attorneys' Fee Award and Reimbursement for Costs and Expenses among themselves and any other law firms who represented Plaintiffs in the Actions in a manner that Plaintiffs' Class Counsel in good faith

believes reflects the contributions of each to the prosecution and settlement of the claims against Defendants in the Actions.

69. Plaintiffs' Class Counsel may also petition the Court for a Plaintiffs' Service Award in the following amounts, reflecting each Plaintiff's contributions in terms of time, effort, and risk incurred in connection with the Actions and for each Plaintiff's efforts undertaken on behalf of the Settlement Class in the following amounts: \$150,000 for Marchbanks Truck Service, Inc. d/b/a Bear Mountain Travel Stop; \$75,000 for Gerald F. Krachey d/b/a Krachey's BP South, \$75,000 for Walt Whitman Truck Stop, Inc.; and \$15,000 for Mahwah Fuel Stop. These amounts are separate and apart from any amount these Plaintiffs may recover by submitting a Claim as provided herein.

70. The proceedings for the Court to determine the amount of any Attorneys' Fee Award, any Reimbursement for Costs and Expenses, and any Plaintiffs' Service Award, and the Court's award of such attorneys' fees, expenses, or service payments, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Any Attorneys' Fee Award, Reimbursement for Costs and Expenses, or Plaintiffs' Service Award shall be set forth in a fee and expense award order separate from the Final Order and Final Judgment so that any appeal of one shall not constitute an appeal of the other. Any order or proceedings relating to the application for an Attorneys' Fee Award, Reimbursement for Costs and Expenses, or for any Plaintiffs' Service Award, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Final Effective Date.

71. For avoidance of doubt, no Defendant shall be liable for, or obligated to pay, any fees, expenses, costs, or disbursements to any person or entity, either directly or indirectly, in

connection with the Actions or the Settlement Agreement beyond the amount paid by each Defendant into the Escrow Account and used to create the Comdata/Ceridian Settlement Fund, the Love's Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund. Nor will any Defendant be obligated to pay any Attorneys' Fee Award, Reimbursement for Costs and Expenses or Plaintiffs' Service Award if the Final Effective Date does not occur.

72. Any Attorneys' Fee Award, Reimbursement for Costs and Expenses, or Plaintiffs' Service Award awarded by the Court shall be paid not earlier than thirty (30) days after the later of the Final Effective Date or the expiration of any appeal period for any order making an Attorneys' Fee Award, Reimbursement for Costs and Expenses or Plaintiffs' Service Award or, in the event of an appeal, the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for certiorari or any other form of review, have been finally disposed of, concluded, or resolved.

## **XII. FINAL APPROVAL**

73. Separately from any motions for an Attorneys' Fee Award, any Reimbursement for Costs and Expenses, or any Plaintiffs' Service Awards, Plaintiffs and Plaintiffs' Class Counsel agree to file with the Court, and Defendants will not oppose, a motion and supporting papers seeking final approval of this Settlement Agreement and for the entry of a Final Order and Final Judgment substantially in the forms attached hereto as Exhibits "B" and "C":

a. Determining that the Court has personal jurisdiction over all Plaintiffs and Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

b. Finally approving the Settlement Agreement and settlement as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23;

- c. Finally approving and certifying the Settlement Class for settlement purposes only;
- d. Finding that the Class Notice and dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and was fair, adequate, and sufficient, as the best practicable notice under the circumstances, and as reasonably calculated to apprise members of the Settlement Class of the Action, the Settlement Agreement, their objection rights, and their exclusion rights;
- e. Dismissing the Action with prejudice and without costs (except as provided for herein as to costs);
- f. Incorporating the Release set forth in the Settlement Agreement and making the Release effective as of the Final Approval Date;
- g. Listing all Opt-Outs;
- h. Certifying that the notification requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met;
- i. Approving the Plan of Administration and Distribution;
- j. Authorizing the Parties to implement the terms of the Settlement Agreement;
- k. Permanently enjoining Plaintiffs and all other Settlement Class Members and those subject to their control, from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on its behalf, any Released Claims against the Releasees;



1. Retaining jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Order and Final Judgment, and for any other necessary purpose; and

m. Issuing related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

### **XIII. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

74. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Settlement Class Members under this Settlement Agreement.

75. If the Court declines to finally approve the settlement, or if such approval is reversed, vacated, or otherwise materially modified on appeal, or if the Court materially modifies the terms of the proposed Final Order or Final Judgment as provided for in Section XII hereto, or if the Court enters the Final Order and Final Judgment and appellate review is sought, and on such review, either the Final Order or Final Judgment is reversed, vacated or materially modified, then any party to this Settlement Agreement may terminate its participation in this Settlement Agreement; provided, however, that any reversal, vacating or modification on appeal of any amount of Plaintiffs' Class Counsel's Attorneys' Fees Award or Reimbursement for Costs and Expenses by the Court, or any amount of Plaintiffs' Service Awards to any Plaintiff, or any

determination by the Court to award less than the amount requested in attorneys' fees or costs to Plaintiffs' Class Counsel or incentive payments to Plaintiffs, shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement. The terminating party must exercise the option to withdraw from and terminate its participation in this Settlement Agreement, as provided in this Section, by a signed writing served on all of the other Parties no later than five (5) days after receiving notice of the event prompting the termination. Upon such termination, the terminating parties (party) will be returned to their position *status quo ante* in relation to their (its) adversary or adversaries, meaning, *inter alia*, that some or all of the motions, documents, and other filings relating to the terminating parties deemed withdrawn pursuant to the various stipulations between and among the Parties that were approved as Orders by the Court at Docket Nos. 689, 690 and 696 shall be deemed filed or served as of their original filed and service date and the orders docketed at Nos. 689, 690, 696 and 697 shall be deemed null and void.

76. The procedure for and the allowance or disallowance by the Court of any application for attorneys' fees, costs, expenses, or reimbursement to be paid to Plaintiffs' Class Counsel or for any Plaintiffs' Service Awards are not part of the settlement of the Released Claims as set forth in this Settlement Agreement. Neither Plaintiffs nor Plaintiffs' Class Counsel, nor any other attorney who claims a right to receive attorneys' fees and costs from this settlement, shall have the right to terminate the Settlement Agreement or otherwise affect or delay the finality of the Final Order and Final Judgment based on any finding, ruling, holding, or proceeding relating to any Attorneys' Fee Award, Reimbursement for Costs and Expenses, or Plaintiffs' Service Awards, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to any of them or reversal or modification of any of them.

77. Each Defendant will have the right (but not the obligation) to terminate its respective portion of the settlement if the total number of percentage-based Comdata Proprietary Transactions during the Settlement Class Period at members of the Settlement Class who choose to opt out of the settlement exceeds 11.5 percent of the total number of Settlement Class Members' percentage-based Comdata Proprietary Transactions during the Settlement Class Period.

78. If an option to withdraw from and terminate this Settlement Agreement arises under the preceding Paragraph, any Defendant wishing to exercise such option must inform Plaintiffs' Class Counsel in writing within five (5) business days of receiving the Opt-Out information from Class Counsel. Failure to exercise such option within that time period will constitute a termination of the option. Defendants are not required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

79. If, but only if, this Settlement Agreement is terminated pursuant to Paragraphs 75 or 77 above, then this Settlement Agreement shall be null and void as between the terminating Defendant and Plaintiffs and shall have no force or effect as between them and neither the terminating Defendant nor Plaintiffs shall be bound as between one another to the terms of this Settlement Agreement, except as follows:

a. The terminating Defendant and Plaintiffs will be required to petition the Court to have any stay or similar orders entered as a result of the settlement, including pursuant to this Settlement Agreement lifted as to them;

b. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of the terminating Defendant, Plaintiffs, or any member of the Settlement Class, all of whom shall be restored to their respective positions

existing immediately before the execution of any memoranda of understanding contemplating this Settlement Agreement, except that the terminating Defendant and Plaintiffs shall cooperate in requesting that the Court set a new scheduling order such that their substantive and procedural rights are not prejudiced by the settlement negotiations and proceedings;

c. The terminating Defendant would expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Actions, including, without limitation, the argument that the Actions may not be litigated as a class action;

d. Plaintiffs and all other members of the Settlement Class, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, would expressly and affirmatively reserve and would not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification;

e. The terminating Defendant would expressly and affirmatively reserve and would not waive any motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Actions, including, without limitation, any argument or position opposing class certification, liability or damages;

f. Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or member of the Settlement Class pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;

g. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect as to the terminating Defendant and Plaintiffs, and the Release with respect each terminating Defendant's Releasees shall be null and void;

h. All Settlement Administration Costs incurred in connection with the settlement and the Settlement Administrator, including, but not limited to, notice, publication, and customer communications, will be paid from the Comdata/Ceridian Settlement Fund, the Love's Settlement Fund, the Pilot Settlement Fund, and the TA Settlement Fund and, after its creation following the Final Effective Date, the Aggregate Settlement Fund. Neither Plaintiffs nor Plaintiffs' Class Counsel shall be responsible for any of these costs or other settlement-related costs;

i. The amount of any Attorneys' Fees Award previously sought by Plaintiffs' Class Counsel or Plaintiffs at the time of termination, if any, shall be reduced on a *pro rata* basis to reflect the termination of this Settlement Agreement by the terminating Defendant; and

j. The entire remainder of the terminating Defendants' Settlement Fund, less the Settlement Administration Costs incurred as of the date of termination shall be returned to the respective terminating Defendant.

#### **XIV. CONTINUING JURISDICTION**

80. The Court will retain continuing jurisdiction over Plaintiffs, the Settlement Class Members, Plaintiffs' Class Counsel, and Defendants to implement, administer, consummate, and enforce this Settlement Agreement and the Final Order and Final Judgment, except that the exclusive jurisdiction for adjudicating any disputes pursuant to Paragraphs 26 through 29 shall be

by arbitration as provided in those paragraphs and nothing in this Section or this Settlement Agreement shall be construed to limit the operation of those Paragraphs.

81. All proceedings with respect to the administration, processing and determination of Claim Forms or with respect to any Attorneys' Fee Award, any Reimbursement for Costs and Expenses, or any Plaintiffs' Service Award described in this Settlement Agreement and the determination of all controversies relating thereto, shall be subject to the continuing jurisdiction of the Court.

82. Except for the resolution of any claims under Paragraphs 26 through 29 above, which will be resolved by the Arbitrator, Defendants, Plaintiffs' Class Counsel, and Plaintiffs agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by this Settlement Agreement, the Release, the Final Order, the Final Judgment, or the applicability of this Settlement Agreement, the Release, the Final Order, or the Final Judgment.

83. All applications to the Court with respect to any aspect of this Settlement Agreement, the Release, the Final Order, or the Final Judgment shall be presented to and be determined by United States District Court Judge James Knoll Gardner for resolution, or, if he is not available, any other District Court Judge designated by the Court.

#### **XV. GENERAL MATTERS AND RESERVATIONS**

84. Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Actions, and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Actions. Defendants believe that they have valid and complete defenses to the claims asserted against them in the Actions and deny that they committed any violations of

law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions. Nonetheless, Defendants have concluded that it is desirable that the Actions be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

85. The obligation of the Parties to conclude the proposed settlement is and shall be contingent upon each of the following:

a. Entry by the Court of the Final Order and Final Judgment approving the settlement, from which the time to appeal has expired or which have remained unmodified after any appeal(s); and

b. Any other conditions stated in this Settlement Agreement.

86. Except as otherwise previously agreed, the Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the motion for preliminary approval is filed; provided, however, that this Paragraph shall not prevent Defendants from disclosing such information, prior to the date on which the motion for preliminary approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law or regulation, nor shall it prevent Defendants from disclosing such information based on the substance of this Settlement Agreement. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, escrow agents, banks, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

87. Information provided by any Defendant or its counsel to Plaintiffs, Plaintiffs' Class Counsel, any individual member of the Settlement Class, counsel for any individual

member of the Settlement Class, administrators and/or consultants from Econ One, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Second Amended Protective Order in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon the producing Defendant’s request, be promptly returned to that Defendant through its counsel, and there shall be no implied or express waiver of any privileges, rights and defenses. Nothing in this Paragraph shall be deemed to preclude Plaintiffs’ Class Counsel from furnishing Comdata’s FMLog transaction data to the Settlement Administrator and Econ One for purposes of providing Class Notice and executing the claims administration process, so long as the Settlement Administrator and Econ One each agrees in writing to be bound by the terms of the governing protective order in the Actions, nor shall this Paragraph be construed as precluding the Settlement Administrator or Econ One from making use of such data for purposes of providing Class Notice or executing the claims administration process.

88. Six months after the distribution of the settlement funds to Settlement Class Members who submitted timely and valid Claim Forms, the Settlement Administrator shall either destroy or return all documents and materials to the Defendants and/or their counsel and/or Plaintiffs’ Class Counsel that produced the documents and materials, except that it shall not destroy any and all Claim Forms, including any and all information and/or documentation submitted by Settlement Class Members. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order entered by the Court in the Actions.

89. The Parties agree that within ten (10) days after the opt-out deadline provided in the Court’s Preliminary Approval Order, they may, in their own discretion, lift or release any and



all applicable litigation holds or document preservation notices requiring their employees or agents to preserve documents and electronic data as a result of the Actions on a going forward basis, and may return to their ordinary document retention policies, if any, provided that the Parties must continue to retain through the Final Effective Date previously collected documents, and in the case of Comdata, FMLog transaction data. The Parties agree that such release of any such litigation holds or document preservation notices pursuant to this Paragraph shall not under any circumstances provide a basis for any claim of spoliation of evidence in the Actions or any subsequent proceeding involving the Parties.

90. With respect to documents produced by the Parties in the Actions, the Final Effective Date shall constitute the “termination of the Litigation” for purposes of Paragraph 19 of the Second Amended Protective Order such that within sixty (60) days of the Final Effective Date the Parties shall return or destroy Confidential Material and/or Highly Confidential Material in compliance with the terms of that Paragraph of the Second Amended Protective Order.

91. Defendants’ execution of this Settlement Agreement shall not be construed to release—and Defendants expressly do not intend to release—any claim Defendants may have or make against any insurer for any cost or expense incurred in connection with this settlement, including, without limitation, for attorneys’ fees and costs.

92. Plaintiffs’ Class Counsel represent that: (1) they are authorized by Plaintiffs to enter into this Settlement Agreement with respect to the claims in the Actions; and (2) they are seeking to protect the interests of the Settlement Class.

93. Plaintiffs and Plaintiffs’ Class Counsel further represent that Plaintiffs: (1) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the

Settlement Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Plaintiffs' Class Counsel to the extent possible given the Protective Order in this case; (5) have been kept apprised of settlement negotiations among the Parties (except that plaintiff Mahwah Fuel Stop was not involved in the preliminary negotiations of the memoranda of understanding entered in to in advance of this Settlement Agreement), and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Plaintiffs' Class Counsel and they have agreed to its terms; (6) have consulted with Plaintiffs' Class Counsel about the Actions and this Settlement Agreement and the obligations imposed on representatives of the Settlement Class; (7) have authorized the execution of this Settlement Agreement; (8) shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Settlement Class, and (9) believe the settlement to be in the best interests of the Settlement Class.

94. Plaintiffs further represent and warrant that the individuals executing this Settlement Agreement are authorized to enter into this Settlement Agreement on behalf of each respective Plaintiff.

95. Defendants represent and warrant that the individuals executing this Settlement Agreement are authorized to enter into this Settlement Agreement on behalf of each respective Defendant.

96. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered,

amended, or modified except by written instrument executed by Plaintiffs' Class Counsel and each Defendant and its counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

97. The Parties further acknowledge that they are executing this Settlement Agreement after independent investigation and without fraud, duress or undue influence.

98. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

99. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the Commonwealth of Pennsylvania notwithstanding its conflict of law provisions.

100. Except as set forth in Paragraphs 26 through 29, any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the Court.

101. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

**If to Comdata, then to:**

J. Gordon Cooney, Jr.  
Steven A. Reed  
R. Brendan Fee  
MORGAN LEWIS & BOCKIUS LLP  
1701 Market Street  
Philadelphia, PA 19103  
E-mail: jgcooney@morganlewis.com  
sreed@morganlewis.com  
bfee@morganlewis.com

**If to Ceridian, then to:**

Carolyn P. Short  
Shannon E. McClure  
REED SMITH LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103  
E-mail: cshort@reedsmith.com  
smcclure@reedsmith.com

**If to Love's, then to:**

Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 North Broadway, Suite 1800  
Oklahoma City, OK 73102  
E-mail: mack.morgan@crowedunlevy.com

**If to Pilot, then to:**

John H. Bogart  
TELOS VG, PLLC  
299 South Main, Suite 1300  
Salt Lake City, UT 84111  
E-mail: Jbogart@telosvg.com

**If to the TA Defendants, then to:**

Jane E. Willis  
Matthew L. McGinnis  
ROPES & GRAY LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
E-mail: jane.willis@ropesgray.com  
matthew.mcginnis@ropesgray.com

**If to Plaintiffs, then to:**

Eric L. Cramer  
Andrew C. Curley  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
E-mail: ecramer@bm.net  
acurley@bm.net

102. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the Eastern District of Pennsylvania.

103. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

104. Neither the Settlement Class, Plaintiffs, Plaintiffs' Class Counsel, Defendants, nor their counsel shall be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

105. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties, their counsel, or the Releasees. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Releasees, Plaintiffs, or the Settlement Class or as a

waiver by the Releasees, Plaintiffs, or the Settlement Class of any applicable privileges, claims or defenses.

106. Plaintiffs expressly affirm that the allegations contained in the Actions were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the proposed settlement will provide to Settlement Class Members.

107. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

108. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

109. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

110. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of this Settlement Agreement and the proposed settlement.

111. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

112. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision if Defendants and Plaintiffs' Class Counsel, on behalf of Plaintiffs and the Settlement Class, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

113. All headings used in this Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Settlement Agreement.

IN WITNESS WHEREOF, the signatories below have read and understood this Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Settlement Agreement.

***[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]***

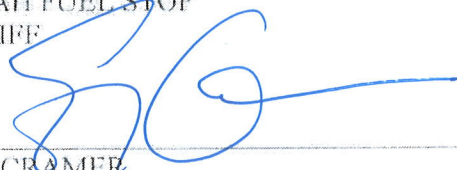


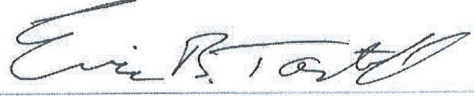
BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MARCHBANKS TRUCK SERVICE, INC. D/B/A BEAR MOUNTAIN TRAVEL STOP  
PLAINTIFF

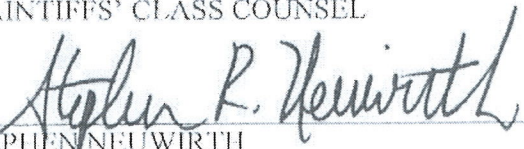
BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
GERALD F. KRACHEY D/B/A/ KRACHEY'S BP SOUTH  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
WALT WHITMAN TRUCK STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MAHWAH FUEL STOP  
PLAINTIFF

BY  DATE: 2/28, 2014  
ERIC L. CRAMER  
BERGER & MONTAGUE, P.C.  
PLAINTIFFS' CLASS COUNSEL

BY  DATE: 2/28, 2014  
ERIC FASTIFF  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY  DATE: 2/28/14, 2014  
STEPHEN NEUWIRTH  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY Patrick Marchbanks DATE: 2/28, 2014  
NAME: Patrick Marchbanks  
POSITION: President  
MARCHBANKS TRUCK SERVICE, INC. D/B/A BEAR MOUNTAIN TRAVEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
GERALD F. KRACHEY D/B/A/ KRACHEY'S BP SOUTH  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
WALT WHITMAN TRUCK STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MAHWAH FUEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC L. CRAMER  
BERGER & MONTAGUE, P.C.  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC FASTIFF  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
STEPHEN NEUWIRTH  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MARCHBANKS TRUCK SERVICE, INC. D/B/A BEAR MOUNTAIN TRAVEL STOP  
PLAINTIFF

BY Douglas G. Krachey DATE: 2/28, 2014  
NAME: Douglas G. Krachey  
POSITION: Manager  
GERALD F. KRACHEY D/B/A/ KRACHEY'S BP SOUTH  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
WALT WHITMAN TRUCK STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MAHWAH FUEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC L. CRAMER  
BERGER & MONTAGUE, P.C.  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC FASTIFF  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
STEPHEN NEUWIRTH  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MARCHBANKS TRUCK SERVICE, INC. D/B/A BEAR MOUNTAIN TRAVEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
GERALD F. KRACHEY D/B/A/ KRACHEY'S BP SOUTH  
PLAINTIFF

BY David Silverman DATE: 2/28, 2014  
NAME: David Silverman  
POSITION: President  
WALT WHITMAN TRUCK STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MAHWAH FUEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC L. CRAMER  
BERGER & MONTAGUE, P.C.  
PLAINTIFFS' CLASS COUNSEL



BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC FASTIFF  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
STEPHEN NEUWIRTH  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
MARCHBANKS TRUCK SERVICE, INC. D/B/A BEAR MOUNTAIN TRAVEL STOP  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
GERALD F. KRACHEY D/B/A/ KRACHEY'S BP SOUTH  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
WALT WHITMAN TRUCK STOP  
PLAINTIFF

BY  DATE: 2/28, 2014  
NAME: Alynne Rosenzweig  
POSITION: Secretary Treasurer  
MAHWAH FUEL STOP  Royal Gas & Diesel Stations LLC.  
PLAINTIFF

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC L. CRAMER  
BERGER & MONTAGUE, P.C.  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
ERIC FASTIFF  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
STEPHEN NEUWIRTH  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
PLAINTIFFS' CLASS COUNSEL

BY Stuart C. Harvey, Jr. DATE: Mar. 3, 2014  
NAME: Stuart C. Harvey, Jr.  
POSITION: President + CEO  
COMDATA NETWORK, INC. N/K/A COMDATA INC.

BY J. Gordon Cooney DATE: Mar 3, 2014  
J. GORDON COONEY, JR.  
MORGAN, LEWIS & BOCKIUS LLP  
COUNSEL FOR COMDATA NETWORK, INC. N/K/A COMDATA INC.

BY Stuart C. Harvey, Jr. DATE: Mar 3, 2014  
NAME: Stuart C. Harvey, Jr.  
POSITION: CEO  
CERIDIAN CORPORATION N/K/A CERIDIAN LLC

BY Carolyn P. Short DATE: Mar 3, 2014  
CAROLYN P. SHORT  
REED SMITH LLP  
COUNSEL FOR CERIDIAN CORPORATION N/K/A CERIDIAN LLC

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
PILOT TRAVEL CENTERS LLC AND PILOT CORPORATION

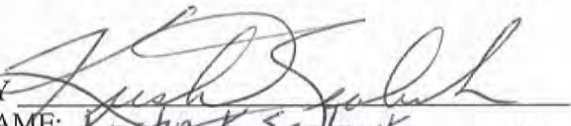
BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
JOHN H. BOGART  
TELOS VG PLLC  
COUNSEL FOR PILOT TRAVEL CENTERS LLC AND PILOT CORPORATION


BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
COMDATA NETWORK, INC. N/K/A COMDATA INC.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
J. GORDON COONEY, JR.  
MORGAN, LEWIS & BOCKIUS LLP  
COUNSEL FOR COMDATA NETWORK, INC. N/K/A COMDATA INC.

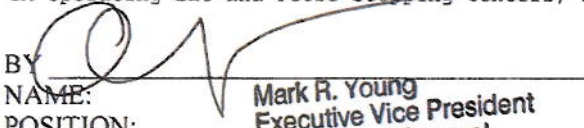
BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME:  
POSITION:  
CERIDIAN CORPORATION N/K/A CERIDIAN LLC

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
CAROLYN P. SHORT  
REED SMITH LLP  
COUNSEL FOR CERIDIAN CORPORATION N/K/A CERIDIAN LLC

BY  DATE: 3-3, 2014  
NAME: Krishna K. Seabrook  
POSITION: VP, General Counsel  
PILOT TRAVEL CENTERS LLC AND PILOT CORPORATION

BY  DATE: March 3, 2014  
JOHN H. BOGART  
TELOS VG PLLC  
COUNSEL FOR PILOT TRAVEL CENTERS LLC AND PILOT CORPORATION

TravelCenters of America LLC, TravelCenters of America Holding Company LLC,  
TA Operating LLC and Petro Stopping Centers, L.P.

BY  \_\_\_\_\_ DATE: 3/3, 2014  
NAME: Mark R. Young  
POSITION: Executive Vice President  
and General Counsel  
TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF AMERICA HOLDING  
COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING CENTERS, L.P.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
JANE E. WILLIS  
ROPES & GRAY LLP  
COUNSEL FOR TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF  
AMERICA HOLDING COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING  
CENTERS, L.P.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014  
MACK J. MORGAN, III  
CROWE & DUNLEVY, P.C.  
COUNSEL FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.



BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014

NAME:

POSITION:

TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF AMERICA HOLDING COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING CENTERS, L.P.

BY  \_\_\_\_\_ DATE: Mar 3, 2014

JANE E. WILLIS

ROPES & GRAY LLP

COUNSEL FOR TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF AMERICA HOLDING COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING CENTERS, L.P.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014

NAME:

POSITION:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

BY \_\_\_\_\_ DATE: \_\_\_\_\_, 2014

MACK J. MORGAN, III

CROWE & DUNLEVY, P.C.

COUNSEL FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

BY \_\_\_\_\_

DATE: \_\_\_\_\_, 2014

NAME:

POSITION:

TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF AMERICA HOLDING COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING CENTERS

BY \_\_\_\_\_

DATE: \_\_\_\_\_, 2014

JANE E. WILLIS

ROPES & GRAY LLP

COUNSEL FOR TRAVELCENTERS OF AMERICA LLC, TRAVELCENTERS OF AMERICA HOLDING COMPANY LLC, TA OPERATING LLC, AND PETRO STOPPING CENTERS

BY  \_\_\_\_\_

DATE: 3-3, 2014

NAME: DOUG STUSSI

POSITION: EXECUTIVE VICE PRESIDENT and CFO

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

BY  \_\_\_\_\_

DATE: 3/3, 2014

MACK J. MORGAN, III

CROWE & DUNLEVY, P.C.

COUNSEL FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

# **EXHIBIT “A”**

Marchbanks Antitrust Litigation  
c/o Rust Consulting, Inc.  
P.O. Box 1764  
Faribault, MN 55021-1764

**IMPORTANT COURT-ORDERED DOCUMENT**

<<BARCODE>>

Claimant ID #«Claimant\_ID» - «Sequence»  
«Name\_1»  
«Name\_2»  
«Name\_3»  
«Address\_1»  
«Address\_2»  
«City», «State» «Zip5» «Zip4»

*Marchbanks Truck Service, Inc., et al. v. Comdata Network, Inc.,*  
United States District Court for the Eastern District of Pennsylvania  
Civil Action No. 07-1078

**MARCHBANKS ANTITRUST LITIGATION PROOF OF CLAIM AND RELEASE**

*(If transaction fees were paid in a name other than the Claimant's name, please attach documentation of your right to assert a claim with respect to those payments)*

**PART 1: CLAIMANT IDENTIFICATION**

Employer Tax Identification Number: \_\_\_\_\_

*(If you fail to include this tax information, your Claim may not be paid.)*

Person to contact if there are questions regarding this Claim:

\_\_\_\_\_

Daytime Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**INTRODUCTION**

On \_\_\_\_\_, 2014, the Court in this case preliminarily approved a settlement between Plaintiffs Marchbanks Truck Service, Inc. d/b/a Bear Mountain Travel Stop, Gerald F. Krachey d/b/a/ Krachey's BP South, Walt Whitman Truck Stop, Inc. and Mahwah Fuel Stop (together, "Plaintiffs"), individually and on behalf of a class (defined below) of merchants that paid percentage fees for the processing of Comdata Proprietary Transactions<sup>1</sup> during the Settlement Class Period<sup>2</sup> and defendants (a) Comdata Network, Inc. n/k/a

<sup>1</sup> "Comdata Proprietary Transactions" means transactions in which the method of payment used is: (i) the Comdata OTR Fleet Card; or (ii) the Comdata MasterCard where such MasterCard transactions are processed by Comdata rather than by MasterCard because of the existence of an agreement between Comdata and the merchant. See Settlement Agreement at § 1.p. A copy of the Settlement Agreement is available on the following website: [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com). The definition of any capitalized terms not defined herein can be found in the Settlement Agreement.

Comdata Inc. (“Comdata”), (b) Ceridian Corporation n/k/a Ceridian LLC (“Ceridian”), (c) Pilot Travel Centers LLC and Pilot Corporation (collectively “Pilot”), (d) TravelCenters of America LLC and its wholly owned subsidiaries TA Operating LLC f/k/a TA Operating Corporation d/b/a TravelCenters of America, TravelCenters of America Holding Company LLC, TravelCenters of America, Inc., and Petro Stopping Centers, L.P. (collectively, “TA”), and (e) Love’s Travel Stops & Country Stores, Inc. (“Love’s”) (together “Defendants”) for a combined amount of \$130,000,000.00 (One-Hundred and Thirty Million Dollars) and other valuable prospective relief in the form of, among other things, enforceable changes to Comdata’s contracts with (i) Settlement Class Members, and (ii) TA, Pilot and Love’s. The notice of class action settlement (“Settlement Notice”), dated \_\_\_\_\_, which accompanies this document, summarizes both the litigation and the terms of the Settlement. The purpose of this proof of claim and release (“Claim Form”) is to ensure that you are able to participate in the distribution of the Marchbanks Settlement Fund, inclusive of interest, and net of attorneys’ fees, incentive awards for the named Plaintiffs, and costs awarded by the Court (referred to below as the “Net Settlement Fund”) and enjoy the benefits of the prospective relief, including, *e.g.*, Comdata’s non-enforcement of its active sales ban and fuel discount most favored nations provision in its merchant services agreements. **In order for the Settlement Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please *either* (i) accept the data particular to your business set out below, representing the Settlement Administrator’s estimation of your total number of eligible Comdata Proprietary Transactions, the total dollar value of those transactions, and the estimated Merchant Transaction Fees paid on those transactions listed in Part 2.A of the Claim Form (which data were drawn from Comdata’s transaction database produced in the litigation) by executing the Claim Form at the appropriate location, *or should you wish to challenge any of these figures*, (ii) submit the data requested in Part 2.C of this form.**

## PART 2:

### A. SETTLEMENT CLASS MEMBER’S QUALIFYING PAYMENTS OF PERCENTAGE-OF-FACE MERCHANT TRANSACTION FEES FOR PROCESSING COMDATA PROPRIETY TRANSACTIONS AND ROUGH INITIAL ESTIMATE OF YOUR *PRO RATA* SHARE OF NET SETTLEMENT FUND

The Settlement Administrator, in conjunction with Plaintiffs’ economic expert retained to assist with the allocation process (Econ One), has for each Settlement Class Member, identified, to the extent possible, the payment of percentage-of-face Merchant Transaction Fee of more than \$1 for processing Comdata Proprietary Transactions, the total dollar value of those above-\$1 fee transactions, and the estimated Merchant Transaction Fees in dollars paid to Comdata on those above \$1 fee transactions. Based on this information, the Settlement Administrator has provided an initial estimate of each Settlement Class Member’s *pro rata* share of the Net Settlement Fund, computed using the distribution methodology included in the Settlement Notice and approved by the Court. The distribution calculation is based upon transaction data produced by Comdata.

Each Settlement Class Member should verify the accuracy of the computations listed below of the: total number of Comdata Proprietary Transactions you processed through Comdata for which you paid a percentage Merchant Transaction Fee of more than \$1, the combined dollar value of those transactions, and the estimated total Merchant Transaction Fees paid on those transactions. **If you do not wish to challenge these figures, you should sign the last page of this form and mail it to: Settlement Administrator,**

<sup>2</sup> The “Settlement Class” means: All owners and operators of truck stops or other retail fueling facilities with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions and that were calculated based on a percentage of the face amount of the transaction during the Settlement Class Period with the exception of Mobile Fuelers, Wilco-Hess locations, Pilot, TA, and Love’s and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants. *See* Settlement Agreement at § 2.

**Marchbanks Antitrust Litigation, c/o Rust Consulting, Inc. P.O. Box 1764, Faribault, MN 55021-1764** postmarked no later than \_\_\_\_\_. If you do not wish to challenge the listed number of Comdata Proprietary Transactions you processed through Comdata for which you paid a percentage Merchant Transaction Fee of more than \$1, the total dollar value of those transactions, and the estimated total Merchant Transaction Fees paid on those transactions, you will not be required to produce any transaction data as part of the claims administration process, but you will be waiving the right to challenge or appeal the Settlement Administrator's determination regarding your *pro rata* distribution amount on the basis that the distribution amount would have been different had it been calculated using your own records.

If you wish to challenge the Claims Administrator's computation of the total number of Comdata Proprietary Transactions you processed through Comdata for which you paid a percentage Merchant Transaction Fee of more than \$1, the dollar value of those transactions, or the estimated Merchant Transaction Fees paid on those transactions listed for your company, you may submit purchase records, in electronic format as described below in Section 2.C, identifying all of your percentage-of-face Comdata Proprietary Transactions from March 1, 2003 to \_\_\_\_\_, 2014 [the date of preliminary approval], the total value of those transactions, the percentage rate(s) paid on those transactions and the resulting Merchant Transaction Fees paid on those transactions. Upon receipt of such a challenge and the accompanying data, the Settlement Administrator, in conjunction with Econ One, will use its judgment to determine whether the initial estimation set out in the Claim Form should be revised. The Settlement Administrator has the authority to reject a Claimant's challenge in whole or part and/or to modify a distribution amount in response to such challenge. The Claimant shall be informed of the Settlement Administrator's decision to accept, accept in part, or reject the Claimant's challenge within a reasonable time.

**CALCULATED ESTIMATE OF YOUR TRANSACTION FEES PAID  
FOR PROCESSING OF COMDATA PROPRIETARY TRANSACTIONS:**

For the period of March 1, 2003 to \_\_\_\_\_, 2014 [the date of preliminary approval], the estimated total number of Comdata Proprietary Transactions you processed through Comdata for which you paid a percentage Merchant Transaction Fee of more than \$1, the estimated dollar value of those transactions, and the estimated Merchant Transaction Fees paid on those transactions have been calculated to be:

<<Estimated Number of Eligible Transactions; Estimated Total \$ Amount of those Transactions;  
Estimated Fees on those Transactions in \$>>

The information above should include all transactions by the Settlement Class Member identified herein and each of its parents, subsidiaries, and affiliates. All related Settlement Class Members must agree to accept this aggregate figure.

Check here if you agree to accept these figures:

**INITIAL ESTIMATE OF YOUR *PRO RATA* SHARE OF THE NET SETTLEMENT FUND:**

Based upon the calculations and data set forth above and the anticipated amount of the Net Settlement Fund, the initial calculation of your *pro rata* share of the Net Settlement Fund is:

% <<*prorata* Share>> for a total of <<dollar amount>>\$

This calculation is subject to change based upon the following factors, among others: (1) the number of timely and valid Claim Forms received from eligible Settlement Class Members; (2) the number of Settlement Class Members who submit additional documentation and data supporting a greater share of the Net Settlement

Fund than that calculated by the Settlement Administrator; and (3) certain additional or unexpected claims administration costs and other expenditures that may reduce the Net Settlement Fund available for distribution.

**B. ASSIGNMENTS**

If you have at any time assigned any claims relating to any percentage-based Merchant Transaction Fees for processing Comdata Proprietary Transactions during the time period March 1, 2003 through \_\_\_\_\_, 2014 [the date of preliminary approval], state the value of the assigned claim, the assignee, and the date of assignment and **do not** include the value of those assigned fees in C below.

PLEASE CHECK HERE IF YOU ARE FILING THIS CLAIM BASED ON AN ASSIGNMENT

If you are submitting a Claim pursuant to a legally valid assignment of claims relating to percentage-based Merchant Transaction Fees for any Comdata Proprietary Transaction during the time period March 1, 2003 to \_\_\_\_\_, 2014 [the date of preliminary approval] that were assigned to you, please identify with particularity the assignments here. Please also attach documentation of such assignments. \_\_\_\_\_

**IF YOU CHECKED THE BOX STATING THAT YOU ACCEPT THE CALCULATED TRANSACTION INFORMATION AND YOU ESTIMATED PRO RATA SHARE OF THE NET SETTLEMENT FUND, SKIP TO PART 3. IF YOU DO NOT ACCEPT THE CALCULATIONS, INSTRUCTIONS FOR SUBMITTING ACTUAL PURCHASE DOCUMENTATION APPEAR BELOW.**

**C. To the extent that you do not elect to rely upon the transaction data supplied by the Settlement Administrator as set forth in Part 2.A. above and your estimated pro rata share of the Net Settlement Fund, please identify all Comdata Proprietary Transactions during the time period March 1, 2003 through \_\_\_\_\_, 2014 [the date of preliminary approval].**

Specifically, please provide monthly transactional data from March 1, 2003 through \_\_\_\_\_, 2014 [the date of preliminary approval] regarding Merchant Transaction Fees you paid on Comdata Proprietary Transactions you processed, including the number of Comdata Proprietary Transactions, the total value of those transactions, and the resulting fees paid on those transactions. Please provide the data as a table in electronic form (e.g., as a tab-delimited text file, an Excel spreadsheet, or an Access database), formatted as in the following example table:

| Month/Year | Number of Comdata Proprietary Transactions for which a percentage transaction fee was paid | Total \$ value of Comdata Proprietary Transactions for which a percentage transaction fee was paid | Total Comdata transaction fees paid on Comdata Proprietary Transactions for which a percentage transaction fee was paid |
|------------|--|--|---|
| March 2003 | 1,000  | \$300,000.00   | \$6,000.00  |
| April 2003 | 1,500  | \$450,000.00   | \$9,000.00  |

### PART 3: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you are acknowledging that you have submitted to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania with respect to the Claim you are making as a Settlement Class Member and for purposes of enforcing the Releases set forth below.

### PART 4: RELEASE

By signing below, you confirm that you acknowledge, accept and agree to be bound by the Releases set forth in Paragraphs 31 and 36 of the Settlement Agreement, which are set forth below. The Released Claims are set forth in detail in Paragraph 32 of the Settlement Agreement.

- a. In consideration for the relief described in Paragraphs 17 through 26 above, Plaintiffs and each Settlement Class Member, as well as their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, predecessors, successors, assigns and any other legal representatives, agree to dismiss with prejudice all claims against the Releasees, and grant to each Releasee the broadest general release and covenant not to sue allowed by law, which shall unconditionally and forever bar Plaintiffs and Settlement Class Members from bringing, prosecuting, or participating in any and all claims, known or unknown, that Plaintiffs or Settlement Class Members brought or could have brought against the Defendants as of the Final Approval Date that arise out of, in whole or in part, or relate in any way to the subject matter of, or conduct alleged in, the Operative Class Complaint in the Actions, as well as any prior complaints filed in the Actions. This release does not release any claims relating to conduct occurring or actions taken by any of the Defendants or Releasees after the Final Approval Date except to the extent that such claims (a) pertain to the terms of Comdata's Merchant Services Agreements, either with Settlement Class Members or the Major Chains, as modified by the prospective relief described above, or (b) are based upon conduct or activity that is expressly required by or consistent with the terms of this Settlement Agreement, in which case such claims (except to the extent they relate to any breach of this Settlement Agreement) are expressly released herein. *See* Settlement Agreement at ¶ 31.
- b. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Settlement Class Members will be deemed by Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."** Plaintiffs and the Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights. *See* Settlement Agreement at ¶ 36.
- c. **The Releasees.** The Releasees in the above-referenced Paragraphs are the Comdata Releasees, the Ceridian Releasees, the Love's Releasees, the Pilot Releasees, and the TA Releasees collectively, which are defined below.
  - a. **Ceridian Releasees** means Ceridian, together with its affiliates, subsidiaries, shareholders, officers, directors, managers, and representatives and their predecessors, assignees and successors in interest and its or their respective past, present or future officers, directors,



managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives, including, but not limited to, Fidelity National Financial, Inc., Thomas H. Lee Partners, L.P., Ceridian Holding LLC, Foundation Holding LLC, Ceridian LLC, Ceridian Co-Issuer Inc., and Ceridian HCM Holding Inc. and their direct and indirect subsidiaries, and their predecessors, including but not limited Ceridian Holding Corp., Ceridian Intermediate Corp., Foundation Holdings, Inc. and Ceridian Corporation. *See Settlement Agreement at § 1.g.*

- b. **Comdata Releasees** means Comdata, together with its affiliates, subsidiaries, assignees, shareholders, officers, directors, managers, and representatives and their predecessors and successors in interest and its or their respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives, including, but not limited to, Comdata Inc. and its direct and indirect subsidiaries, and its predecessors, Comdata Network, Inc. and Ceridian Stored Value Solutions, Inc. *See Settlement Agreement at § 1.t.*
- c. **Love's Releasees** means Love's, together with its affiliates, shareholders, officers, directors, managers, members, and representatives and their predecessors and successors in interest and its or their respective past, present or future officers, directors, managers, members, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives. *See Settlement Agreement at § 1.jj.*
- d. **Pilot Releasees** means Pilot Travel Centers LLC and Pilot Corporation, together with their affiliates, shareholders, officers, directors, members, managers, and representatives and their predecessors and successors in interest and their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, heirs, administrators, purchasers, assigns and other legal representatives. *See Settlement Agreement at § 1.zz.*
- e. **TA Releasees** means the TA Defendants, together with their affiliates, shareholders, officers, directors, members, managers, and representatives and their predecessors and successors in interest and each entities' respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, direct and indirect subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives. *See Settlement Agreement at § 1.zzz.*

c. **Reservation of Claims.** This Settlement Agreement does not release any claims (a) arising out of contractual terms imposed or offered by any OTR Fleet Card issued by any entity other than Comdata, but only where such OTR Fleet Card is generally made available for acceptance by Truck Stops and Retail Fueling Facilities and is not exclusive to any particular Major Chain; or (b) involving standard commercial disputes arising in the ordinary course of business, such as disputes regarding lines of credit or other related credit relations, individual chargeback disputes, misappropriation of cardholder data or invasion of privacy, and compliance with technical specifications for acceptance of any Comdata product or other product sold by Defendants. Further, nothing in this release shall preclude any action to enforce the terms of the Settlement Agreement. *See Settlement Agreement at ¶ 31.*

By signing below, you are further verifying under penalty of perjury that the information provided in this proof of claim and release is accurate and complete.

**PART 5: VERIFICATION/RELEASE**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this proof of claim and release was

executed this \_\_\_ day of \_\_\_\_\_, 2014 in \_\_\_\_\_  
(City)

\_\_\_\_\_  
(State / Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type/Print your name here)

\_\_\_\_\_  
(Type / Print your company name here)

\_\_\_\_\_  
(Title of person signing, e.g., President, Partner)

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.**

**THANK YOU IN ADVANCE FOR YOUR PATIENCE.**

## **CHECKLIST**

Before submitting your claim, please make sure that you:

1. Complete the SSN/EIN (Part I) and sign the Verification and Release (Part 5) sections of the Claim Form.
2. If you elect to submit your own transaction data, please do so in the format set forth in Part 2.C of the Claim Form and send such data with your completed Claim Form or electronically.
3. Maintain the original documents and electronic files supporting your claim (where applicable).
4. Keep a copy of the completed Claim Form for your records.
5. Send your completed Claim Form by Certified Mail (return receipt requested), if you want proof that your claim was received.
6. Submit your Claim Form postmarked no later than \_\_\_\_\_.

\* \* \*

---

\* \* \*

If you have any questions concerning the plan or the Claim Form, or if you change your address, please contact the Settlement Administrator at:

Settlement Administrator  
Marchbanks Antitrust Litigation  
c/o Rust Consulting, Inc.  
P.O. Box 1764  
Faribault, MN 55021-1764  
[www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com)  
888.334.6148

# **EXHIBIT “B”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on  
behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a COMDATA  
CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

**[Proposed] FINAL JUDGMENT**

IT IS on this \_\_\_ day of \_\_\_\_\_, 2014, HEREBY ADJUDGED AND  
DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

1. On [DATE], the Court entered an Order certifying a Settlement Class (the “Preliminary Approval Order”) (Dkt. No. \_\_\_);
2. On [DATE], the Court entered an Order granting final approval to the settlement (the “Final Order”) (Dkt. No. \_\_\_)
3. By reason of the Court’s Final Order, judgment is entered in favor of Defendants on all claims and the Actions, including claims by Plaintiffs and all Settlement Class Members (as defined in the Settlement Agreement), are dismissed with prejudice.

IT IS SO ORDERED.

\_\_\_\_\_  
THE HONORABLE JAMES KNOLL GARDNER  
UNITED STATES DISTRICT COURT JUDGE

# **EXHIBIT “C”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a  
COMDATA CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

**[PROPOSED] ORDER, *INTER ALIA*,  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

WHEREAS, the Court, having considered Plaintiffs' motion for final settlement approval and supporting documents, the Plan of Allocation and Distribution, and the Settlement Agreement dated March 3, 2014 (the "Settlement Agreement"), between and among the Plaintiffs, Plaintiffs' Class Counsel, and Defendants, the Court's March \_\_\_\_, 2014 Order Granting Preliminary Approval of the Class Settlement, Provisionally Certifying a Settlement Class, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. \_\_) (the "Preliminary Approval Order"), having held a Fairness Hearing on [\_\_\_\_\_, 2014], and having considered all of the submissions and arguments with respect to the settlement, and otherwise being fully informed, and good cause appearing therefore;

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits and the Preliminary Approval Order and its exhibits. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary

Approval Order shall have the same meanings for purposes of this Final Order and the accompanying Final Judgment.

2. The Court has jurisdiction over this case, *Marchbanks Truck Service Inc. v. Comdata Network, Inc.*, 07-1078 (the “Action”), and all Parties in the Actions, including, but not limited to, all Settlement Class Members, for all matters relating to this Action and the settlement, including, without limitation, the administration, interpretation, effectuation and/or enforcement of the settlement, the Settlement Agreement, and this Order.

#### **I. THE SETTLEMENT CLASS**

3. In the Preliminary Approval Order, the Court certified the following Settlement Class for settlement purposes only:

All owners and operators of Truck Stops or other Retail Fueling Facilities with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions and that were calculated based on a percentage of the face amount of the transaction between March 1, 2003 and [date of Preliminary Approval Order] with the exception of Mobile Fuelers, Wilco-Hess locations, the Pilot Defendants, the TA Defendants, and Love’s and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants.

#### **II. CLASS NOTICE**

4. The record shows, and the Court finds, that the Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions and the terms of the Settlement Agreement, their right to exclude themselves from the settlement or to object to any part of the settlement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders, the Final Order,



and the Final Judgment in the Actions, whether favorable or unfavorable, on all persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

5. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Fairness Hearing, it is hereby determined that all Settlement Class Members except those Opt-Outs identified on Appendix A are bound by this Final Order and the Final Judgment.

6. The Court further finds that Defendants provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the settlement before entering its Final Order and Final Judgment.

### **III. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

7. The Court finds that the Settlement Agreement was not the result of collusion between Plaintiffs' Class Counsel and Defendants, or their respective counsel, but instead resulted from extensive *bona fide* arm's-length good faith negotiations between Plaintiffs' Class Counsel and Defendants, through experienced counsel, and with the assistance and oversight of Professor Eric D. Green of Resolutions LLC and the Court.

8. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement and finds that the settlement, the Settlement Agreement, the benefits to the Settlement Class Members, the Plan of Administration

and Distribution, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

9. The Court finds that the settlement is fair, reasonable and adequate in light of the factors set forth in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975), based on the following factors, among other things:

- a. This case was highly complex, expensive and time consuming and would have continued to be so through trial if the case had not settled;
- b. [To be included if accurate at the time: There were no objections to the settlement by Settlement Class Members and certain Settlement Class Members and Buying Groups representing a significant number of Settlement Class Members expressed affirmative support for the settlement];
- c. Because the case settled after the close of fact and expert discovery, after the parties had briefed discovery motions, motions to preclude certain expert testimony and certification of a litigation class and while the Parties were preparing for a three-day class certification hearing, Plaintiffs' Class Counsel has a full appreciation of the strengths and weaknesses of their case while negotiating the settlement;

- d. Plaintiffs' Class Counsel and the Settlement Class would have faced numerous and substantial risks in establishing liability and damages if they decided to continue to litigation rather than settle;
- e. The settlement amount is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to verdicts as to both liability and damages; and
- f. The settlement also satisfies that additional factors set forth in *In re: Prudential Ins. Co. of Mer. Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998).

10. The Court has considered all objections, timely and proper or otherwise, to the settlement and denies and overrules them as without merit.

11. The Court approves the Plan of Allocation and Distribution (the "Plan") of the Net Settlement Fund as proposed by Plaintiffs' Class Counsel and incorporated into the Settlement Agreement. The Plan, which is summarized in the Long Form Notice, proposes to distribute the Net Settlement Fund *pro rata* based on each Settlement Class Member's alleged damages associated with certain Comdata Proprietary Transactions during the Settlement Class Period and does so fairly and efficiently. The Court further directs Rust Consulting, Inc., the firm appointed Settlement Administrator in the Preliminary Approval Order, to administer the settlement and distribute the Net Settlement Fund proceeds in the manner provided in the Plan.

#### **IV. DISMISSAL OF CLAIMS, RELEASE, AND INJUNCTION**

12. The Action is hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

13. Upon the Final Effective Date, Plaintiffs and each Settlement Class Member, as well as their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, predecessors, successors, assigns and any other legal representatives, agree to dismiss with prejudice all claims against the Releasees, and grant to each Releasee the broadest general release and covenant not to sue allowed by law, which shall unconditionally and forever bar Plaintiffs and Settlement Class Members from bringing, prosecuting, or participating in any and all claims, known or unknown, that Plaintiffs or Settlement Class Members brought or could have brought against the Defendants as of the Final Approval Date that arise out of, in whole or in part, or relate in any way to the subject matter of, or conduct alleged in, the Operative Class Complaint in the Actions, as well as any prior complaints filed in the Actions.

14. Without limiting the foregoing, and although the operative pleadings, filings and transcripts speak for themselves, and shall govern the scope of the claims released and forever barred under this Settlement Agreement and that are subject to any covenant not to sue set forth in this Settlement Agreement, and subject to the limitations and exclusions set out in Paragraph 31 in the Settlement Agreement and Paragraph 15 of this Order, claims based on the following are specifically released, barred, and subject to the covenant not to sue set forth herein:

a. Comdata's and Ceridian's alleged monopoly or market power in supposed markets for OTR Fleet Cards or point-of-sale devices that route OTR Fleet Cards, or any other similar markets;

b. the alleged inflation of the Comdata Merchant Transaction Fee paid by merchants as a result of alleged anticompetitive conduct of Comdata or any other Defendant;

c. the so-called fee restructuring under which Comdata and Ceridian in or around 2000 and 2001 changed its Merchant Transaction Fee Structure for non-Major Chain merchants and required those merchants to pay Comdata Merchant Transaction Fees based on a percentage of the face amount of the transaction while retaining a flat Merchant Transaction Fee structure for the Major Chains;

d. any alleged conspiracy between and among Comdata, Ceridian and/or any of the Major Chains with regard to any payment instrument, payment method, or point-of-sale device provided by Comdata;

e. the non-issuance of an OTR Fleet Card by each of the Major Chains, and in particular, the claim that such decision was the result of an agreement, including without limitation any oral agreement, written contract or letter of intent, between or among the Major Chains, and Comdata and/or Ceridian;

f. the non-acceptance of the TCH Card by each of the Major Chains, and in particular the claim that such decision was the result of an agreement between or among the Major Chains, and Comdata and/or Ceridian;

g. the provisions in Comdata's past and/or present Merchant Services Agreements and any other oral or written agreements or understandings between Comdata and/or Ceridian and the Major Chains, including without limitation, the provisions that Plaintiffs have described as the transaction fee MFN, the fuel discount MFN, the active sales ban, the no-surcharge rule, the honor-all-cards rule, and the lowest cash price provision, and any other similar so-called anti-steering provision in Comdata's Merchant Services Agreements with any one of the Major Chains;

h. the provisions in Comdata's past and/or present Merchant Services Agreements with non-Major Chain merchants, including without limitation the provisions that Plaintiffs have described as the fuel discount MFN, the active sales ban, the no-surcharge rule, the honor-all-cards rule, and the lowest cash price provision, and any other similar so-called anti-steering provision in Comdata's Merchant Services Agreements with any non-Major Chain merchant;

i. any actions by Comdata and Ceridian to discourage merchants or fleets from accepting or carrying an OTR Fleet Card that competes with Comdata;

j. any loyalty provisions in Comdata's cardholder agreements with fleets, including without limitation any minimum volume commitment provision;

k. any alleged use by Comdata and Ceridian of its point-of-sale device that reads and routes OTR Fleet Cards to impair competition among OTR Fleet Cards, including without limitations any claim that Comdata programmed its point of sale device not to process or accept competing OTR Fleet Cards;

l. Ceridian's conduct in engaging in acquisitions which Plaintiffs claim had the purpose and effect of enabling Comdata to monopolize the purported relevant markets, including but not limited to Ceridian's alleged acquisitions of Comdata, NTS, Inc., TIC, Archco, EDS, Fleet Services, Saunders, Inc., IAES, CCIS, and TCC, and Trendar;

m. Ceridian's alleged alter ego liability arising out of its actions in allegedly overseeing, supervising, actively managing, extending credit to, setting rates and policy for, directing, instructing, and/or being extensively involved with Comdata, including but not limited to in Comdata's negotiations with Major Chains, fleets and other customers; and

n. Ceridian's alleged direct liability arising out of its actions in allegedly conspiring with, threatening, negotiating with, and/or forming agreements with the Major Chains.

15. This Release does not release any claims relating to conduct occurring or actions taken by any of the Defendants or Releasees after the Final Approval Date except to the extent that such claims (a) pertain to the terms of Comdata's Merchant Services Agreements, either with Settlement Class Members or the Major Chains, as modified by the prospective relief described above, or (b) are based upon conduct or activity that is expressly required by or consistent with the terms of this Settlement Agreement, in which case such claims (except to the extent they relate to any breach of this Settlement Agreement) are expressly released herein. Nor does the Settlement Agreement release any claims (a) arising out of contractual terms imposed or offered by any OTR Fleet Card issued by any entity other than Comdata, but only where such OTR Fleet Card is generally made available for acceptance by Truck Stops and Retail Fueling Facilities and is not exclusive to any particular Major Chain, or (b) involving standard commercial disputes arising in the ordinary course of business, such as disputes regarding lines of credit or other related credit relations, individual chargeback disputes, misappropriation of cardholder data or invasion of privacy, and compliance with technical specifications for acceptance of any Comdata product or other product sold by Defendants. Further, nothing in the Release shall preclude any action to enforce the terms of the Settlement Agreement.

16. Settlement Class Members have knowingly and voluntarily waived the provisions of Section 1542 of the California Civil Code (to the extent applicable), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Releasees. In furtherance of such intention, the release herein given by the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts.

17. The Court orders that, upon the Final Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members. The Court thus hereby permanently bars and enjoins Plaintiffs, all Settlement Class Members, and all persons acting on behalf of, or in concert or participation with such Plaintiffs or Settlement Class Members or any other person or entity subject providing the Release, from: (a) filing,



commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims against any Releasee; (b) bringing a class action on behalf of Plaintiffs or Settlement Class Members, seeking to certify a class that includes Plaintiffs or Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, and/or in any lawsuit based upon or asserting any of the Released Claims against any Releasee. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement Agreement and the Action.

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations, or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the claims administration process, shall be:

a. offered by any person or received against any Defendant or Releasee as evidence or construed or deemed as evidence of any presumption, concession, or admission by any Defendant or Releasee of the truth of the facts alleged by the Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Actions or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Actions or in any litigation, or of any liability, negligence, fault or wrongdoing of any Defendant or Releasee;

b. offered by any person or received against any Defendant or Releasee as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant or Releasee or any other wrongdoing by any Defendant or Releasee; or

c. offered by any person or received against any Defendant or Releasee as evidence of a presumption, concession, or admission with respect to any default, liability, negligence, fault, or wrongdoing, or in any way interpreted, construed, deemed, invoked, offered, received in evidence, or referred to for any other reason against any of the settling parties, in any civil, criminal, or administrative action or proceeding; provided, however, that nothing contained herein shall prevent the Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto) or the Final Order and Final Judgment, or in which the reasonableness, fairness, or good faith of the Parties in participating in the settlement (or any agreement or order relating thereto) is an issue, or to enforce or effectuate provisions of the settlement, the Final Order, the Final Judgment, or the Release as to the Defendants, the Releasees, Plaintiffs, or the Settlement Class Members.

## **V. OTHER PROVISIONS**

19. The Court has jurisdiction to enter this Final Order and the Final Judgment. Without in any way affecting the finality of this Final Order or the Final Judgment, this Court expressly retains exclusive and continuing jurisdiction over the settlement and the Settlement Agreement, including all matters relating to the administration, consummation, validity,

enforcement and interpretation of the Settlement Agreement, the Plan, the Final Order, or the Final Judgment, including, without limitation, for the purpose of:

a. enforcing the terms and conditions of the settlement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, and/or the Final Order or Final Judgment (including, whether a person or entity is or is not a Settlement Class Member);

b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order, the Final Judgment, and the Settlement Agreement, or to ensure the fair and orderly administration of the settlement; and

c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement.

20. Without affecting the finality of this Final Order or the Final Judgment, Defendants and each Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including any suit, action, proceeding or dispute relating to the Release provisions herein.

21. The Parties are hereby directed to implement and consummate the settlement according to the terms and provisions of the Settlement Agreement.

22. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the

accompanying Final Judgment and do not limit the rights of Settlement Class Members under the Settlement Agreement.

23. In the event that the Final Effective Date does not occur, certification shall be automatically vacated and the Final Order and Final Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void as provided by the Settlement Agreement.

24. Nothing in this Final Order or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

THE HONORABLE JAMES KNOLL GARDNER  
UNITED STATES DISTRICT COURT JUDGE

# **EXHIBIT “D”**

NOTICE OF CLASS ACTION SETTLEMENT

AUTHORIZED BY THE U.S. DISTRICT COURT,  
EASTERN DISTRICT OF PENNSYLVANIA

**A settlement of \$130 million plus prospective relief will provide cash payments and other valuable benefits to truck stops and other retail fueling merchants that paid percentage-based transaction fees to Comdata on proprietary card transactions using Comdata's over-the-road fleet card.**

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

- The purpose of this notice is to alert you to the existence of a Class Action Lawsuit called *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation*, No. 07-0178-JKG (E.D. Pa.) (Consolidated Case) (the "Action") and to give you the opportunity to exclude yourself from the Action by taking action no later than [DATE (70 Days after Preliminary Approval Date)].
- The Action is brought on behalf of certain Truck Stops and other Retail Fueling Facilities that paid percentage-based transaction fees directly to Comdata for transactions using Comdata's over-the-road ("OTR") Fleet Card. The Defendants in the case are (a) Comdata Network, Inc. n/k/a Comdata Inc. ("Comdata"), (b) Ceridian Corporation n/k/a Ceridian LLC ("Ceridian"), (c) Pilot Travel Centers LLC and Pilot Corporation (collectively "Pilot"), (d) TravelCenters of America LLC and its wholly owned subsidiaries TA Operating LLC f/k/a TA Operating Corporation d/b/a TravelCenters of America, TravelCenters of America Holding Company LLC f/k/a TravelCenters of America, Inc. and Petro Stopping Centers, L.P. (collectively, "TA"), and (e) Love's Travel Stops & Country Stores, Inc. ("Love's") (together "Defendants"). Pilot, TA, and Love's shall be referred to collectively as "Major Chains." The Action asserts that as a result of the Defendants' alleged anticompetitive conduct, certain Truck Stops and other retail fueling merchants paid higher transaction fees on Comdata Proprietary Transactions because the Defendants, individually and collectively, violated the antitrust laws. Defendants have denied any wrongdoing.
- This notice is also to inform you that a settlement ("Settlement Agreement") with Defendants has been reached and the Court has certified, for purposes of settlement, a class of all owners and operators of Truck Stops or other Retail Fueling Facilities with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions and that were calculated based on a percentage of the face amount of the transaction between March 1, 2003 and [the date the settlement receives preliminary approval from the Court] with the exception of Mobile Fuelers, Wilco-Hess locations, Pilot, TA, and Love's and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants (the "Class" or "Settlement Class").
- Under the settlement, Defendants collectively will pay a total of \$130,000,000 (One-Hundred and Thirty Million Dollars) into a cash fund (the "Settlement Fund") to resolve the Settlement Class's claims against the Defendants. The Settlement Agreement also includes a legally binding commitment from Comdata to, *inter alia*, refrain from including and enforcing certain provisions in its merchant services agreements with the Major Chains and members of the Settlement Class (the "Prospective Relief"). An economist retained by Plaintiffs has valued the non-cash part of the

settlement as between \$260 million and \$491 million for the Settlement Class. The non-cash portion of the settlement is explained in greater detail below and in the Settlement Agreement, which is available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com) or can be obtained by calling 888.334.6148. In the event of any conflict between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall control.

- Please check [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com) for any updates relating to the settlement or the settlement approval process.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>                                       |  |
|---|--|
| <b>YOU MUST COMPLETE AND RETURN A CLAIM FORM IN ORDER TO OBTAIN A SHARE OF THE SETTLEMENT</b> | To retain your right to seek a share of the settlement with the Defendants you must complete, sign and return a Claim Form. A Claim Form is being mailed to all members of the Settlement Class with this notice and can also be obtained at <a href="http://www.truckstopantitrustsettlement.com">www.truckstopantitrustsettlement.com</a> or by calling 888.334.6148. Remaining in the Settlement Class will not cost you any money out of pocket as the lawyers representing the Plaintiffs and the Settlement Class in this matter have been working on a contingency basis and any attorneys' fees or cost or expense reimbursement in this matter will come solely out of the Settlement Fund by order of the Court. |
| <b>YOU DO NOT NEED TO PRESERVE DATA OR INFORMATION TO MAKE A CLAIM</b>                        | The proposed Plan of Administration and Distribution provides for the Settlement Administrator to determine each Claimant's share of the Net Settlement Fund using transactional data provided by Comdata. You will only need to preserve data or information if you want to challenge the information relied upon by the Settlement Administrator to compute your share of the settlement.  |
| <b>YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT</b>   | If you exclude yourself from the settlement by following the procedure described below, you will <i>not</i> get a payment from this settlement and will not be eligible for the Prospective Relief applicable to Settlement Class Members and described in the Settlement Agreement. Excluding yourself is the only way you may bring a separate case, at your own expense, against any of the Defendants for claims arising out of the facts alleged in this matter.  |
| <b>YOU MAY OBJECT</b>   | If you do not agree with any part of this settlement, the requested award of attorneys' fees, requested expense and cost reimbursement, requested Plaintiffs' service awards, or any or all of the above, you may: <ul style="list-style-type: none"> <li>• Write to the Court to say why you disagree, and/or</li> <li>• Ask to speak at the Court hearing about either the fairness of this settlement or about the requested attorneys' fees, cost reimbursement, or Plaintiffs' service awards.</li> </ul>   |

|                                 |  |
|---------------------------------|--|
| <b>DEADLINES</b>                | See pages 10-14 for more information about rights and options and all deadlines.   |
| <b>GETTING MORE INFORMATION</b> | If you would like to obtain more information about the settlement, you can send questions to the lawyers identified in this notice, visit the website established for information relating to this case ( <a href="http://www.truckstopantitrustsettlement.com">www.truckstopantitrustsettlement.com</a> ) and/or ask to attend the hearing at which the Court will evaluate the settlement. |

- These rights and options – **and the deadlines for exercising them** – are explained in this Notice.
- The Court has given its preliminary approval to this settlement. The Court has not yet given its final approval. If the Court does not finally approve the settlement, the lawyers will need to prove the claims against the Defendants at trial.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION ..... PAGES 4-6**

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Has the Court identified Class Claims, Issues, or Defenses?
5. Why is there a settlement with the Defendants?

**WHO IS IN THE CLASS AND SETTLEMENT ..... PAGE 7**

6. Am I part of the Class and the settlement with the Defendants?

**THE SETTLEMENT BENEFITS - WHAT YOU GET ..... PAGES 7-10**

7. What does the settlement with the Defendants provide?
8. How can I get a payment?
9. How much will my payment be?
10. When would I get my payment?

**HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM..... PAGE 10**

11. How do I file a claim?
12. Am I giving up anything by filing a claim or not filing a claim?

**EXCLUDING YOURSELF FROM THE CLASS & THE SETTLEMENT..... PAGE 11**

13. Can I get out of the settlement?
14. If I exclude myself from the Class, can I still get money or other benefits from this settlement?
15. If I don't exclude myself, can I sue these Defendants for the same thing later?

**OBJECTING TO THE SETTLEMENT..... PAGES 11-13**

16. How do I tell the Court that I do not like the settlement with the Defendants?
17. Is objecting the same as being excluded?

**THE LAWYERS REPRESENTING YOU..... PAGES 13-14**

18. Do I have a lawyer in this case?
19. Should I get my own lawyer?



20. How will the lawyers be paid?

**THE COURT’S FAIRNESS HEARING ..... PAGE 14**

- 21. When and where will the Court decide whether to approve the settlement?
- 22. Do I have to come to the hearing?
- 23. May I speak at the hearing?

**IF YOU DO NOTHING ..... PAGE 15**

- 24. What happens if I do nothing at all?

**GETTING MORE INFORMATION ..... PAGE 15**

- 25. How do I get more information?

**BASIC INFORMATION**

**1. Why did I get this Notice?**

This Notice tells you about your rights and options in a class action lawsuit in the U.S. District Court for the Eastern District of Pennsylvania. Judge James Knoll Gardner is overseeing the Action, which is called *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation, et al.*, No. 07-0178-JKG (E.D. Pa.) (Consolidated Case). This Notice explains the Action, the proposed settlement, the benefits available, eligibility for those benefits, and how to get them.

You received this notice because, according to available records, you may be a Truck Stop or other Retail Fueling Facility with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions that were calculated based on a percentage of the face amount between March 1, 2003 and [the date the settlement receives preliminary approval from the Court] and, therefore, you may be a member of the Class certified by the Court for purposes of settlement.

**2. What is this lawsuit about?**

This lawsuit is about percentage-based transaction fees charged to Truck Stops and other Retail Fueling Facilities on Comdata Proprietary Transactions. The Plaintiffs claim that Defendants violated federal antitrust laws by engaging in conduct that insulated Comdata from competition with respect to its proprietary OTR Fleet Card, thereby allowing Comdata to charge members of the Settlement Class fees above levels that would have been charged in a competitive market. Plaintiffs claim further that Comdata charged Pilot, TA and Love’s lower fees, which afforded them a competitive advantage over members of the Settlement Class, in exchange for the Major Chains’ agreeing not to compete with Comdata or support Comdata’s rivals in the OTR Fleet Card market. Specifically, Plaintiffs allege conduct that included two main facets:

- First, Plaintiffs allege that Comdata/Ceridian and the Major Chains entered into anticompetitive agreements whereby the Major Chains agreed not to compete with Comdata by issuing their own OTR Fleet Cards or by supporting Comdata’s rivals and in exchange, Comdata provided the Major Chains with a transaction fee advantage *vis a vis* members of the Settlement Class.
- Second, Plaintiffs allege that Comdata imposed provisions in its contracts with members of the Settlement Class that prevented them from steering fleet business to less-expensive OTR Fleet

Cards through discounts or surcharges. Plaintiffs claim that these provisions enabled Comdata to impose artificially inflated Merchant Transaction Fees on the Settlement Class. Comdata did so, Plaintiffs allege, through a fee restructuring that began in 2000-2001, whereby Comdata (1) increased its fees to the members of the Settlement Class from mainly modest flat fees to higher fees (calculated as a percentage of the purchase amount); and (2) maintained the Major Chains' fees at lower, flat amounts.

Plaintiffs allege that Defendants' conduct violated the antitrust laws, reduced competition in the OTR Fleet Card market, and allowed Comdata to charge supracompetitive prices to Settlement Class members for processing transactions using Comdata's OTR Fleet Card. A redacted copy of the Plaintiffs' Third Consolidated Amended Class Action Complaint, filed April 21, 2011 (the "Complaint"), is available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com).

The Defendants deny all of these allegations, including that any Plaintiff or Settlement Class member is entitled to damages or other relief. The settlement is not an admission of wrongdoing by any of the Defendants. No trial has been held.

**THE COURT HAS NOT DECIDED WHETHER THE DEFENDANTS VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES ASSERTED BY THE DEFENDANTS.**

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

In a class action, a very small number of people or businesses called "Class Representatives" sue not only for themselves, but also on behalf of other people or businesses with similar legal claims and interests. If the Court finds that the legal requirements for establishing a class are met, all of these people or businesses with similar claims and interests form a class, and are class members.

In this case, the Class Representatives are Marchbanks Truck Service, Inc. d/b/a Bear Mountain Travel Stop, Gerald F. Krachey d/b/a/ Krachey's BP South, Walt Whitman Truck Stop, Inc. and Mahwah Fuel Stop.

The companies that have been sued are called the Defendants. In this case, the Defendants are (a) Comdata Network, Inc. n/k/a Comdata Inc., (b) Ceridian Corporation n/k/a Ceridian LLC, (c) Pilot Travel Centers LLC and Pilot Corporation, (d) TravelCenters of America LLC and its wholly owned subsidiaries TA Operating LLC f/k/a TA Operating Corporation d/b/a TravelCenters of America, TravelCenters of America Holding Company LLC f/k/a TravelCenters of America, Inc. and Petro Stopping Centers, L.P., and (e) Love's Travel Stops & Country Stores, Inc.

When a court decides a case or approves a settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and to the Settlement Class defined below in Question 6. A copy of the Court's order granting preliminary approval may be found at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com).

When the Court decided to give preliminary approval to the settlement, the Court also determined that, for purposes of settlement only, this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which is a procedural rule that governs class actions in federal court. Specifically, the Court has found that, for purposes of settlement:

- The number of Settlement Class members is so numerous that joining them all into one suit is impractical.
- Members of the Settlement Class share common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Settlement Class.
- The Class Representatives and the lawyers representing the Settlement Class will fairly and adequately protect the Settlement Class's interests.
- The common legal questions and facts predominate over questions affecting only individual members of the Settlement Class, and that proceeding with this case as a class action for settlement purposes only will be more efficient than individual lawsuits.

#### **4. Has the Court identified Class Claims, Issues, or Defenses?**

Judge Gardner has identified, for purposes of settlement only, at least the following classwide issues:

- (a) Whether the conduct challenged as anticompetitive in the Complaint constituted a conspiracy to monopolize or monopolization in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2;
- (b) Whether the conduct challenged as anticompetitive in the Complaint constituted a conspiracy in restraint of trade and violated Section 1 of the Sherman Act, 15 U.S.C. § 1; and
- (c) The amount of overcharge damages, if any, owed to the Class in the aggregate under Section 4 of the Clayton Act, 15 U.S.C. § 4.

#### **5. Why is there a settlement with the Defendants?**

The Court has not decided which side was wrong or if any laws were violated. Instead, both sides agreed to settle the case and to avoid the cost and risk of trial and appeals that would follow a trial.

In this case, the parties agreed to settle only after seven years of extensive litigation. During discovery, Plaintiffs' Class Counsel reviewed millions of pages of documents, and the parties conducted more than 70 depositions, including expert depositions. At the time of settlement, discovery was complete, the parties had exchanged expert reports, and several motions were pending before the Court, including discovery motions, a motion for summary judgment, motions to exclude expert testimony, and the Plaintiffs' motion for certification of a litigation class.

The settlements with each Defendant were the product of extensive negotiations that were facilitated both by Judge Gardner and a nationally-recognized professional mediator who is experienced with large antitrust class actions. By settling, all parties avoid the risk of trial and the continued costs of litigation. The Plaintiffs and Plaintiffs' Class Counsel believe that the proposed settlement is fair, adequate, and reasonable and in the best interests of the Settlement Class. The Settlement Class obtains substantial compensation and other valuable relief, and avoids the delays of continued litigation, and the risks that continued litigation ultimately would result in less or no compensation or no prospective relief.

## WHO IS IN THE CLASS AND SETTLEMENT?

To see if you are in the Settlement Class, and if you will get money and other relief from the settlement with the Defendants, you first have to decide if you are a member of the Settlement Class.

### 6. Am I part of the Class and the settlement with the Defendants ?

You are a Settlement Class member if you are an owner and operator of a Truck Stop or other Retail Fueling Facility with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions that were calculated based on a percentage of the face amount between March 1, 2003 and \_\_\_\_\_ [the date the settlement receives preliminary approval from the Court]. Excluded from the Settlement Class are Mobile Fuelers, Wilco-Hess locations, Pilot, TA, and Love's and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants.

If you are not sure whether you are part of this settlement, contact the Settlement Administrator at:

**Call:** 888.334.6148

**Visit:** [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com)

**Write:** Settlement Administrator,  
Marchbanks Antitrust Litigation,  
c/o Rust Consulting, Inc.  
P.O. Box 1764

Faribault, MN 55021-1764

**Email:** [info@truckstopantitrustsettlement.com](mailto:info@truckstopantitrustsettlement.com)

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 7. What does the settlement with the Defendants provide?

The terms of the settlement, which is subject to final approval by the Court, are set forth in written Settlement Agreement dated March 3, 2014.

**Cash Settlement Fund.** Defendants have collectively agreed to pay \$130,000,000 (One-Hundred and Thirty Million Dollars) in cash into a Settlement Fund (which will include any interest that accrues). Truck Stops and Retail Fueling Facilities that do not exclude themselves from the Settlement Class by the deadline described below and which file valid claims that meet the criteria outlined in the Plan of Administration and Distribution described below in Question 9 will get money from the Settlement Fund. The money in this fund will also be used to pay the cost of settlement administration and Class Notice, as approved by the Court, monetary service awards for Plaintiffs, as approved by the Court, and attorneys' fees and expenses, as approved by the Court. The remainder (the "Net Settlement Fund") will be divided among Settlement Class Members according to the Plan of Administration and Distribution described below and as approved by the Court. The money in the Settlement Fund will only be distributed if the Court finally approves the settlement.

**Prospective Relief.** The Settlement Agreement also includes a series of legally binding commitments from Comdata to refrain from including and enforcing certain provisions in its merchant services agreements. These commitments, which will be in place for five (5) years from certain specified trigger dates, are described in detail in the Settlement Agreement ([www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com)), and they include Comdata's agreement:

- not to enforce or include any contractual provisions preventing the Major Chains (TA, Pilot and Love's) from actively steering customers to non-Comdata OTR Fleet Cards, including in-house accounts;
- not to enforce or include any contractual provisions preventing Settlement Class Members from actively steering customers to non-Comdata OTR Fleet Cards, including in-house accounts;
- not to enforce or include any provision in any agreement with Settlement Class Members requiring Settlement Class Members to offer Comdata cardholders the same discount offered to customers using other payment methods. For instance, Settlement Class Members will not be precluded from offering across-the-board discounts to customers using non-Comdata OTR Fleet Cards that are not offered to Comdata cardholders;
- not to include or enforce any provision requiring any Major Chain to pay to Comdata a transaction fee that is equal to or greater than the highest transaction fee paid by that Major Chain to any other competing OTR Fleet Card company ("Transaction Fee MFN") in any of its agreements;
- not to include a Transaction Fee MFN provision requiring Settlement Class Members to pay to Comdata a transaction fee that is equal to or greater than the highest transaction fee paid by that merchant to any other competing OTR Fleet Card company in any of its agreements;
- not to prohibit Settlement Class Members from surcharging the portions of its Comdata proprietary transactions in which the fee is calculated on a percentage basis, under certain conditions set forth in more detail in the Settlement Agreement. First, a Settlement Class Member may surcharge only if it confirms to Comdata by completing a form that can be obtained by emailing [surcharge@comdata.com](mailto:surcharge@comdata.com) that, if it accepts TCH, EFS, T-Chek and/or WEX/FleetOne, those OTR Fleet Cards do not prohibit surcharging. Second, should a Settlement Class Member decide to surcharge, it must impose the surcharge on all fleets carrying the Comdata OTR Fleet Card with the exception of fleets with a valid Custom-Fee Arrangement with Comdata. Third, the surcharge imposed must be no greater than the difference between the merchant's Comdata rate and the lower of (a) the merchant's rate on the next higher OTR Fleet Card or (b) a fixed amount of 1.5%. Fourth, the Settlement Class Member must prominently disclose through signage at the fuel pump certain details about the merchant's surcharging practices, which are set forth in the Settlement Agreement. Before a surcharge can be imposed pursuant to the settlement, a Settlement Class Member must install an update on an eligible point-of-sale device, which will be distributed to the merchant's point-of-sale device supplier by Comdata at Comdata's expense within 60 days of this Notice. The update will facilitate transactions in which a surcharge is imposed and allow the merchant to generate a receipt reflecting the surcharge as a separate line item, which must be furnished to the driver at the point-of-sale.
- to negotiate in good faith with several Buying Groups—North American Truck Stop Network ("NATSN"), Professional Transportation Partners, LLC ("PTP"), AMBEST,

and Roady's—with regard to reaching a commercially reasonable agreement on the rates and commercial terms for the processing of Comdata OTR Fleet Cards by merchant members of those Buying Groups, subject to certain conditions detailed in the Settlement Agreement.

In exchange for the ability to obtain a cash payment and the above-described Prospective Relief, the Settlement Class releases all claims against the Defendants and certain other related entities (the "Releasees" (as defined in the Settlement Agreement)), arising out of the conduct alleged in the Action through the date this settlement is finally approved by the Court. Claims arising from conduct occurring after the Final Approval Date are not released by this settlement, except that, for instance, claims pertaining to the terms of Comdata's Merchant Services Agreements, either with Settlement Class Members or the Major Chains, as modified by the prospective relief or which are based upon conduct or activity that is expressly required by or consistent with the terms of the Settlement Agreement are released, as described in detail in the Settlement Agreement. The Settlement Agreement is available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com). The Settlement Agreement contains the full text of the releases for your review.

#### 8. How can I get a payment?

Along with this Notice, you should have received a Claim Form allowing you to submit a claim for a *pro rata* share of the Net Settlement Fund. If not, sample Claim Forms are also available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com) or by calling 888-334-6148. In order to receive a payment, you must submit a Claim Form by the deadline to submit claims set by the Court: [Date]

#### 9. How much will my payment be?

As summarized below, the amount of money each eligible Settlement Class Member who submits a valid and timely Claim Form will receive from the Net Settlement Fund will depend on the number and dollar amount of the percentage transaction fees you paid Comdata for the processing of Comdata Proprietary Transactions from March 1, 2003 and [the date the settlement receives preliminary approval from the Court], and the rate you paid. Generally, those who processed more Comdata Proprietary Transactions on which they were charged a percentage transaction fee and paid higher rates during the Settlement Class Period will receive a higher recovery relative to those who processed fewer such transactions at lower rates.

The amount of money each Settlement Class Member will receive also depends on the number of valid Claim Forms submitted by Settlement Class Members, the cost of class administration and notice, money awards to Class Representatives, and attorneys' fees and expenses approved by the Court. If less than 100% of the Settlement Class sends in a Claim Form, you could get a larger *pro rata* share.

To determine a Claimant's *pro rata* share of the Net Settlement Fund, the Settlement Administrator, with the assistance of an economic expert retained by the Plaintiffs, has estimated the amount each Settlement Class member was overcharged due to the conduct challenged in the case. The Settlement Administrator utilized the transaction data provided by Comdata in the litigation, and thus no Claimant needs to provide any of its transactional data to the Settlement Administrator. To calculate each Settlement Class member's overcharge, Plaintiffs' economic expert used a benchmark approach. A benchmark serves as a proxy for the fee that Plaintiffs in the case claim Settlement Class Members allegedly would have paid absent the conduct alleged by Plaintiffs. Here, Plaintiffs' economic expert used the \$1 transaction fee charged by TCH for most of the relevant period to represent the fee Plaintiffs believe Comdata would have charged absent the conduct challenged in the case. The

estimated overcharge, then, is the difference between the fees paid by each Claimant on each transaction processed at a percentage fee and the \$1 benchmark fee, multiplied by the total number of percentage fee transactions by the Claimant during the Settlement Class Period.

To determine each Settlement Class Member's estimated *pro rata* share of the Net Settlement Fund, Plaintiffs' expert has taken each Claimant's overcharge, computed using the above method, and divided it by the total overcharges of all Settlement Class Members. That will yield a percentage share for each Claimant. The dollar value of each Claim will be calculated by multiplying each Settlement Class Member's percentage share by the total dollars in the Net Settlement Fund.

Further details about how claims are calculated are available by reviewing the Plan of Administration and Distribution at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com).

#### 10. When would I get my payment?

Payment is conditioned on several matters, including the Court's approval of the settlement and upon any appeal being final (and no longer subject to any appeals to any court). Upon satisfaction of various conditions, the Net Settlement Fund will be allocated to Settlement Class Members as soon as possible after final approval has been obtained for the settlement. The allocation will be on a *pro rata* basis pursuant to a Plan of Administration and Distribution described above subject to the Court's approval. If there is an appeal of the settlement's final approval, the appeal could take several years to resolve. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to the Settlement Class Members. The Settlement Agreement may be terminated if the Court or any appellate court does not approve the settlement or materially modifies it. If the Settlement Agreement is terminated, the Action will proceed as if the settlement had not been reached.

### HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

#### 11. How do I file a claim?

In order to receive a payment from the Net Settlement Fund, you must complete, sign and return a Claim Form by [date], the deadline set by the Court. You will not need to submit any transactional data as part of the claims process unless you wish to challenge the Settlement Administrator's calculation of your *pro rata* share of the Net Settlement Fund. A Claim Form should have been included with this notice. Sample Claim Forms are also available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com) or by calling 888-334-6148.

#### 12. Am I giving up anything by filing a claim or not filing a claim?

Yes. If you exclude yourself from the Settlement Class or do not file a Claim, you will not be able to share in any of the cash or other benefits of the settlement.

If you remain in the Settlement Class and share in the settlement, you give up your right to sue the Defendants for claims arising out of the conduct challenged in the Action. That is called "releasing" your claims and potential claims relating to your payment of percentage transaction fees to Comdata for processing Comdata Proprietary Transactions from March 1, 2003 to [the date the settlement receives preliminary approval from the Court]. The full text of the releases is set forth in the Settlement Agreement.

Remember, the exclusion deadline is \_\_\_\_\_ [70 days after Preliminary Approval Date].

## EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

### 13. Can I get out of the settlement?

Yes, if you exclude yourself from the Settlement Class on or before [Date (70 Days after Preliminary Approval Date)]. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Class Action in *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation*, No. 07-0178-JKG (E.D. Pa.) (Consolidated Case). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to: Marchbanks Class Action Exclusions, c/o Rust Consulting, Inc., P.O. Box 8090 Faribault, MN 55021-9490. Your letter requesting exclusion must be postmarked no later than \_\_\_\_\_ [70 Days after Preliminary Approval Date].

### 14. If I exclude myself from the Settlement Class, can I still get money or other benefits from this settlement?

No. If you exclude yourself from the Settlement Class, you will not get to share in the settlement, including any of the non-monetary benefits, and you cannot object to the settlement.

You will not be legally bound by anything that happens in this Action, including the Settlement Agreement, and you may be able to sue (or continue to sue) Defendants about the legal issues in this case.

If you exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

### 15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants arising from conduct challenged in this case. All of the Court's orders will apply to you and legally bind you. You will also be bound by the settlement with the Defendants, if the Court grants final approval, and the final judgment entered in the case.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement with the Defendants or some part of it, and/or the application for attorneys' fees, costs, and expenses, and/or the service awards to Plaintiffs. If you exclude yourself from the Class, however, you cannot object to the settlement or application for attorneys' fees, costs, expenses and service awards.

### 16. How do I tell the Court that I do not like the settlement with the Defendants?

If you are a member of the Settlement Class (and have not excluded yourself), you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter, via first class U.S. mail saying that you object to the settlement in the *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation*, No. 07-0178-JKG



(E.D. Pa.) (Consolidated Case), and include with that letter any brief or supporting papers stating the reasons for your objection. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to the Clerk of the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Court House, 601 Market Street, Philadelphia, PA 19106.

You must also send a copy of your statement of objections and any supporting brief to Plaintiffs' Class Counsel and Counsel for the Defendants at the following addresses:

| PLAINTIFFS' CLASS COUNSEL  | DESIGNATED DEFENDANTS' COUNSEL   |
|--|--|
| <p>Eric L. Cramer<br/>Berger &amp; Montague, P.C.<br/>1622 Locust Street<br/>Philadelphia, PA 19103<br/>(215) 875-3000</p>                                 | <p>J. Gordon Cooney, Jr.<br/>Morgan Lewis &amp; Bockius, LLP<br/>1701 Market Street, 51st Floor<br/>Philadelphia, PA 19103-2921<br/>(215) 963-4806</p> |
| <p>Stephen R. Neuwirth<br/>Quinn Emanuel Urquhart &amp; Sullivan,<br/>LLP<br/>51 Madison Ave.<br/>22nd Floor<br/>New York, NY 10010<br/>(212) 849-7000</p> | <p>John H. Bogart<br/>Telos VG, PLLC<br/>299 South Main Street, Suite 1300<br/>Salt Lake City, Utah 84111<br/>(801) 535-4304</p>                       |
| <p>Eric B. Fastiff<br/>Lieff Cabraser Heimann &amp; Bernstein,<br/>LLP<br/>275 Battery St., Suite 3000<br/>San Francisco, CA 94111<br/>(415) 956-1000</p>  | <p>Carolyn P. Short<br/>Reed Smith, LLP<br/>2500 One Liberty Place<br/>1650 Market Street<br/>Philadelphia, PA 19103-7301<br/>(215) 851-8242</p>       |
|  | <p>Mack J. Morgan, III<br/>Crowe &amp; Dunlevy, P.C.<br/>20 N. Broadway Ave., Suite 1800<br/>Oklahoma City, OK 73102<br/>(405) 235-7727</p>            |
|  | <p>Jane E. Willis<br/>Ropes &amp; Gray, LLP<br/>800 Boylston Street<br/>Boston, MA 02199<br/>(617) 951-7000</p>  |

Your Statement of Objections must be **received by** the Court, Plaintiffs' Class Counsel and Counsel for the Defendants **no later than** \_\_\_\_\_ **[70 Days after Preliminary Approval Date]**.

**17. Is objecting the same as being excluded?**

No. Objecting means you tell the Court which part(s) of the settlement you disagree with (including the plan for distributing the cash benefits, request for attorneys' fees and expenses or awards for Plaintiffs). Being excluded (also called opting-out) means you tell the Court you do not want to be part of the Settlement Class.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The Court has appointed the lawyers listed below to represent you. The lawyers listed below have been appointed by the Court as Plaintiffs' Class Counsel. They are experienced in handling similar cases against other companies. Certain other lawyers have also worked with Plaintiffs' Class Counsel to represent you in this case. Because you are a member of the Settlement Class, you do not have to pay any of these lawyers. They will be paid exclusively from the Settlement Fund. Plaintiffs' Class Counsel are:

**Eric L. Cramer**  
**Andrew C. Curley**  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000  
www.bergermontague.com

**Stephen R. Neuwirth**  
**Dale H. Oliver**  
Quinn Emanuel Urquhart &  
Sullivan, LLP  
51 Madison Ave.  
22nd Floor  
New York, NY 10010  
(212) 849-7000  
www.quinnemanuel.com

**Eric B. Fastiff**  
**Dean Harvey**  
Lieff Cabraser Heimann &  
Bernstein, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111  
(415) 956-1000  
www.lieffcabraser.com

**19. Should I get my own lawyer?**

You do not need to hire your own lawyer because Plaintiffs' Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense. If you hire your own lawyer to appear in this case, you must tell the Court and send a copy of your notice to Plaintiffs' Class Counsel at any of the addresses above.

**20. How will the lawyers be paid?**

If the Court approves the settlement, the Court will be asked to approve a fee to the lawyers of one-third of the Settlement Fund (including accrued interest) plus reimbursement to the lawyers for the six to seven and one-half million dollars in costs and expenses they have expended in connection with the Action to the extent that they can show the Court that these requests are reasonable and fair. You will not have to pay these fees, costs and expenses out of your own pocket. If the Court grants Plaintiffs' Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Plaintiffs' Class Counsel may also seek reimbursement of fees and expenses from class members who or which opt out of the Class, to the extent those class members rely on the record compiled in this case in their own separate actions. Any monies that Plaintiffs' Class Counsel successfully recover from opt-outs will be deposited into the Settlement Fund if the Court finally approves the settlement. Plaintiffs' Class Counsel also will apply for incentive or service awards to the Plaintiffs for their services to the class in the seven year pendency of this case in the following amounts: \$150,000 to Marchbanks Truck

Service, Inc. d/b/a Bear Mountain Travel Stop, \$75,000 to Gerald F. Krachey d/b/a Krachey's BP South, \$75,000 to Walt Whitman Truck Stop, Inc., \$15,000 to Mahwah Fuel Stop.

Plaintiffs' Class Counsel's application for an award of attorneys' fees, reimbursement of expenses and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before \_\_\_\_\_, 2014 on [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com), as well as at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement with the Defendants. You may attend and, if you have not excluded yourself from the Class, you may ask to speak, but you do not have to.

#### 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at \_\_\_ on \_\_\_\_\_, in Courtroom 4B at the Edward N. Cahn United States Courthouse at the United States District Court for the Eastern District of Pennsylvania, 504 West Hamilton Street, Allentown, PA 18101. At this hearing, the Court will consider whether the settlement with the Defendants is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

**Important!** The time and date of this hearing may change without additional mailed or published notice. For updated information on the hearing, visit: [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com).

#### 22. Do I have to come to the hearing?

No. Plaintiffs' Class Counsel will answer questions that Judge Gardner may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Moreover, attendance is not necessary to receive a *pro rata* share of the Net Settlement Fund or other benefits of the settlement.

#### 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must mail a "Notice of Intention to Appear in *Marchbanks Truck Service, Inc. d/b/a/ Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation*, No. 07-0178-JKG (E.D. Pa.) (Consolidated Case)" to the following address to United States District Court for the Eastern District of Pennsylvania, Clerk of Court, James A. Byrne United States Court House, 601 Market Street, Philadelphia, PA 19106. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be **received no later than [date]**. You must also mail a copy of your letter to Plaintiffs' Class Counsel and Counsel for the Defendants at the addresses listed in Question 16 so that the copy is received by Plaintiffs' Class Counsel and Counsel for the Defendants by that same date. You cannot speak at the hearing if you excluded yourself as a member of the Settlement Class.

## IF YOU DO NOTHING

### 24. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will remain a Settlement Class Member but you will not receive a payment under the settlement. You also will be bound by the Court's orders regarding the settlement and will release your claims against the Defendants. To receive a payment, you will need to complete, sign and return a Claim Form by [date].

## GETTING MORE INFORMATION

### 25. How do I get more information?

If you have questions about this case or want to get additional information, you may also call or write to the lawyers listed in answer to Question 18 or visit the website [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com), which will also have the complete Settlement Agreement, including all attachments, and other documents related to this lawsuit. This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 and can be accessed during normal business hours. It is also available for download and/or viewing on [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com).

**PLEASE DO NOT WRITE OR CALL THE COURT  
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATE: March \_\_\_\_\_, 2014

BY THE COURT

\_\_\_\_\_  
Honorable James Knoll Gardner  
United States District Judge

# **EXHIBIT “E”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on  
behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a COMDATA  
CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

**[PROPOSED] PLAN OF ADMINISTRATION AND DISTRIBUTION**

Plaintiffs propose to distribute the Net Settlement Fund<sup>1</sup> to Settlement Class Members<sup>2</sup> who submit Claims on a *pro rata* basis using a modified version of the class-wide damages model devised by one of Plaintiffs' economists, Dr. Jeffrey Leitzinger, in his expert reports submitted in the case. All Settlement Class Members will be entitled to submit a Claim for their *pro rata* share of the Net Settlement Fund. Further, those Settlement Class Members that are still in business will obtain the valuable benefits of the prospective relief portion of the settlement (described elsewhere). Below, Plaintiffs summarize the proposed schedule for the plan for allocating the Net Settlement Fund to Settlement Class Members, provide some background information regarding the allocation methodology, and then set out the details of the methodology, including the sources of data, the allocation formula, and the proposed process for the Settlement Administrator to employ as part of the Plan of Distribution.

---

<sup>1</sup> The Net Settlement Fund is defined in the Settlement Agreement and represents the gross settlement fund (\$130 million), inclusive of any interest earned while the funds are in escrow, net of any attorneys' fees, reimbursed litigation expenses, class representative service awards, applicable taxes, and settlement administration costs approved by the Court.

<sup>2</sup> Capitalized terms in this [Proposed] Plan of Distribution shall have the same meaning as they do in the Settlement Agreement except where otherwise specified.

Plaintiffs have retained Rust Consulting, Inc. (“Rust”), a highly experienced class action settlement administration firm, to oversee the process of sending notice to the Settlement Class and administering the settlement and Plan of Distribution.<sup>3</sup> Plaintiffs have also retained Dr. Leitzinger and his nationally recognized economic consulting firm, Econ One, Inc. (of which he is the President), to assist with the computation of *pro rata* allocation shares to Claimants. Dr. Leitzinger, who has been working on this case since 2007, is fully familiar with the facts of the case and the underlying economics of the relevant firms and markets. He has submitted multiple expert reports on behalf of the Plaintiffs in the litigation, both in support of class certification and on the merits. In his expert reports, Dr. Leitzinger opined on the impact and damages flowing from the conduct Plaintiffs challenged in the case, and proposed a model to compute damages to the proposed class as a whole as well as to class members individually. Plaintiffs plan to use a modified version of the latter methodology, *i.e.*, the model Dr. Leitzinger specifically designed to compute damages to individual Settlement Class Members, as part of the Plan of Distribution.<sup>4</sup>

**PLAN OF DISTRIBUTION: SCHEDULE**

Plaintiffs propose the following schedule to govern the distribution process:

|  |  |
|--|--|
| Not later than 28 days after entry of preliminary approval order | Settlement Administrator will mail Claim Forms to all Truck Stops and Retail Fueling Facilities in the Settlement Class. The Claim Forms will include information relating to the individual claim of each such Truck Stop or Retail Fueling Facility, based on Comdata’s transaction data. Each Claim Form may include the following type of information: estimated calculations by the Settlement Administrator of the |
|--|--|

<sup>3</sup> See [www.rustconsulting.com](http://www.rustconsulting.com) for more information about Rust’s qualifications and services. Plaintiffs’ Class Counsel selected Rust in light of its reputation for quality of service and given its efficient overall pricing, as part of a bidding process that included five other qualified settlement administration firms.

<sup>4</sup> See Expert Report of Jeffrey J. Leitzinger, Ph.D. (Corrected), June 18, 2013, at 81, n.344 (Dkt. No. 554); Supplemental Expert Report of Jeffrey J. Leitzinger, Ph.D., August 23, 2013, at ¶¶ 49-50, Exhibit 2 (Dkt. No. 671).

|   |  |
|---|--|
|   | number of qualifying percentage rate transactions during the Settlement Class Period <sup>5</sup> for each Truck Stop and Retail Fueling Facility in the Settlement Class, the total combined dollar value of such transactions, and the total Merchant Transaction Fees paid to Comdata on those transactions.              |
| 80 days after entry of preliminary approval order | Settlement Class Members' deadline to submit executed Claim Forms to the Settlement Administrator. A Claimant must either accept the Settlement Administrator's estimates or provide transaction data to support its challenge to the Settlement Administrator's computations.   |
| 30 days after entry of final approval order       | Plaintiffs' Class Counsel will submit to the Court a motion for distribution of the Net Settlement Fund to all valid Claimants supported by a declaration from the Settlement Administrator and/or Dr. Leitzinger, verifying compliance with the Plan of Distribution, and seeking an Order allowing dispersal to Claimants. |

**PLAN OF DISTRIBUTION: BACKGROUND**

To determine each Claimant's *pro rata* share of the Net Settlement Fund, the Settlement Administrator, with the assistance of Dr. Leitzinger, will start by estimating the amount each Claimant paid above what Plaintiffs' claim was a competitive rate (*i.e.*, the claimed "overcharge") using a modified version of the damages model Dr. Leitzinger proposed in the litigation. Transaction data reflected in Comdata's transaction database will be employed in this process.

To calculate each Claimant's overcharge, Dr. Leitzinger will use a benchmark approach. A benchmark serves as a proxy for the fees that Claimants would have paid during the Settlement Class Period absent the challenged conduct. Here, Dr. Leitzinger will apply the TCH

---

<sup>5</sup> The Settlement Class Period runs from March 1, 2003 through the Preliminary Approval Date.



Benchmark he developed in his expert reports in this case.<sup>6</sup> Dr. Leitzinger concluded that in a world absent the challenged conduct—where, in his view, OTR Fleet Card issuers would have used lower merchant fees to encourage truck stops to steer business to their networks—Comdata would have adopted a pricing strategy similar to TCH, which had charged a flat \$1 merchant fee for most of the relevant period.<sup>7</sup> The alleged overcharges on each transaction, then, is the difference between the fees paid by each Claimant on each transaction processed at a percentage fee and the \$1 benchmark fee. To compute that amount for any one Claimant, therefore, Dr. Leitzinger will take the sum of these differences over all the percentage fee transactions by that Claimant during the Settlement Class Period.

The amount of money each Claimant will receive also depends on the number of valid Claim Forms submitted by Settlement Class Members and the Net Settlement Amount.<sup>8</sup> If less than 100% of the Settlement Class submits Claim Forms, each Claimant's relative share would be larger. To compute each Claimant's *pro rata* share, Dr. Leitzinger will take the total

---

<sup>6</sup> See Expert Report of Jeffrey J. Leitzinger, Ph.D. (Corrected), dated June 18, 2013 at ¶¶ 126-128, 133-135 (Dkt. No. 554); Supplemental Expert Report of Jeffrey J. Leitzinger, Ph.D., dated August 23, 2013 at ¶¶ 56-58 (Dkt. No. 671).

<sup>7</sup> Plaintiffs have alleged in this case that the conduct at issue allowed Comdata to restructure its transaction fees beginning in or about 2000-2001 (the "Fee Restructuring"). Plaintiffs have alleged further that as a result of the Fee Restructuring, Comdata increased its fees to the class from mainly modest flat fees to higher fees calculated as a percentage of the purchase amount. Plaintiffs have also alleged that these fees were above competitive levels that would have existed absent the challenged conduct (*i.e.*, supracompetitive). Plaintiffs have sought to recover the difference between these allegedly supracompetitive fees and the fees Plaintiffs say that Comdata would have charged in a competitive environment (*i.e.*, the claimed overcharge). Plaintiffs believe that the TCH benchmark represents an estimate of what Comdata's fees would have been to class members in the "but-for world" absent the challenged conduct, and is thus a reasonable model both for assessing overcharges to individual Claimants in this case, and to use as a basis for allocating the Net Settlement Fund to Claimants.

<sup>8</sup> Notably, the \$130 million settlement figure reflects more than one-third of the total damages suffered by the proposed class under certain of Dr. Leitzinger's damages models. This is an extraordinary result, especially when considering the considerable value of the prospective relief to Settlement Class Members.

overcharge computation for each Claimant using the above method and divide that by the sum of all overcharges computed for all Claimants to derive each Claimant's *pro rata* share of the Net Settlement Fund. Then, that *pro rata* share for each would be multiplied by the Net Settlement Fund amount to determine each Claimant's total dollar recovery.

#### **PLAN OF DISTRIBUTION: METHODOLOGY**

Each Claimant's distribution amount will be calculated by the Settlement Administrator (Rust), with the assistance of Dr. Leitzinger (and Econ One), as set forth below. For each Claim Form submitted, the Settlement Administrator will first determine whether the Claim is timely and valid, including whether the Claimant meets the criteria for being a Settlement Class Member. Second, for all timely and valid Claims, the Settlement Administrator, with the assistance of Dr. Leitzinger, will: (a) identify the Comdata Proprietary Transactions in which the Claimant paid a percentage-based Merchant Transaction Fee of greater than \$1<sup>9</sup> during the Settlement Class Period; (b) determine the Comdata Merchant Transaction Fees in dollars paid by the Claimant on each of those transactions;<sup>10</sup> (c) subtract \$1 (the TCH benchmark fee) from the Claimant's Merchant Transaction Fee for each of the Claimant's Comdata Proprietary Transactions during the Settlement Class Period to calculate an overcharge for each of the

---

<sup>9</sup> Under this methodology, Claimants' transaction fees of \$1 or less will not be included among the total fees used to calculate overcharges because they are not greater than the \$1 benchmark fee.

<sup>10</sup> For the vast majority of Claimants' Proprietary Transactions, Dr. Leitzinger's methodology allows him to (i) determine whether Comdata's Merchant Transaction Fee was percentage based, and (ii) use the actual Merchant Transaction Fee paid by the Claimant to Comdata. For some transactions—*e.g.*, those that include an “add-on” cash advance fee—Dr. Leitzinger's methodology uses the Claimant's average per-transaction percentage-based Merchant Transaction Fee (as a percentage of the transaction amount) to calculate the Claimant's Merchant Transaction Fees for such transactions. This calculation is based on each Claimant's actual average Merchant Transaction Fee percentage multiplied by the total transaction amounts for such transactions (exclusive of any cash received).

Claimant's qualifying Comdata Proprietary Transactions; (d) sum the total overcharges on all qualifying Comdata Proprietary Transactions made by each Claimant during the Settlement Class Period; (e) calculate each Claimant's percentage share of the total overcharges by dividing each Claimant's overcharges by the total combined overcharges paid by all Claimants; and then (f) multiply each Claimant's percentage share of the total overcharges by the total dollars in the Net Settlement Fund.

To ensure uniformity, the Settlement Administrator will use the FMLog transaction data produced by Comdata during the litigation (and supplemental FMLog transaction data that will be produced pursuant to the Settlement Agreement) to calculate each Claimant's overcharges during the Settlement Class Period. Notwithstanding the foregoing, any Claimant may provide the Settlement Administrator with data or information concerning its payment of percentage-based Merchant Transaction Fees on Comdata Proprietary Transactions, which information may, in the discretion of the Settlement Administrator, serve to supplement or correct information drawn from Comdata's transaction database.

For illustrative purposes, take a Claimant for whom Comdata's transaction database shows that it processed 10,100 Comdata Proprietary Transactions as a percentage of the face amount of the transaction during the Settlement Class Period. Assume, for this example, that 10,000 of these transactions incurred transaction fees of \$10 per transaction—*e.g.*, purchases of 100 gallons of diesel priced at \$4 per gallon, for a total purchase amount of \$400, with a 2.5% transaction fee on each transaction ( $0.25 \times \$400 = \$10.00$ ). These 10,000 transactions would thus be identified as Comdata Proprietary Transactions with percentage-based Merchant Transaction Fees of greater than \$1, and included in the computation (*i.e.*, (a) above).

Assume that one-hundred of the transactions, however, incurred transaction fees of just

\$0.50 per transaction—*e.g.*, purchases of 5 gallons of fuel at \$4 per gallon, for a total purchase amount of \$20, with a 2.5% transaction fee on each transaction. These 100 transactions would thus fall below the \$1 threshold, and, as a result, would be disregarded.

Next, Dr. Leitzinger would determine the dollar value of the percentage-based Merchant Transaction Fees paid on each of the Claimant's Comdata Proprietary Transactions, which in this example is \$10 (*i.e.*, (b) above). Dr. Leitzinger would then subtract the TCH Benchmark fee (\$1) from the Merchant Transaction Fee paid by the Claimant on each Comdata Proprietary Transaction, here  $\$10 - \$1 = \$9$  overcharge per transaction (*i.e.*, (c) above). The Claimant's total overcharges would then be calculated by adding up all of the Claimant's per-transaction overcharges across all of the Claimant's Comdata Proprietary Transactions (*i.e.*, (d) above). In this example, the Claimant's total overcharges would be \$90,000 ( $\$9 \times 10,000$  transactions).

To determine this hypothetical Claimant's *pro rata* share of the Net Settlement Fund, the Claimant's overcharge (\$90,000) would then be divided by the total overcharges computed for all valid Claimants using this same method: assume \$200 million for these purposes. That would yield a *pro rata* distribution percentage share of the Net Settlement Fund for this exemplar Claimant of 0.045% (*i.e.*, (e) above, where  $0.045\% = \$90,000 / \$200,000,000$ ).

Finally, to arrive at the total distribution amount in dollars for this hypothetical Claimant, the Claimant's share would be multiplied by the total dollar amount of the Net Settlement Fund. If the Net Settlement Fund amounted to \$80 million, then this Claimant would receive 0.045% (its *pro rata* share) of \$80 million or \$36,000.00.

Plaintiffs respectfully submit that the proposed Plan of Distribution is fair, reasonable, and adequate, and should be approved.

## **PLAN OF DISTRIBUTION: DECISION-MAKING PROCESS**

The Settlement Administrator, in conjunction with Econ One, will determine the total distribution amounts for each Claimant according to the methodology described above. Should any Claimant submit its own data in conjunction with the claims process or otherwise seek to challenge any of the data or estimations set out in the Claim Form,<sup>11</sup> the Settlement Administrator, in conjunction with Econ One, will use its judgment to determine whether the initial estimation set out in the Claim Form should be revised. Plaintiffs' Class Counsel shall be advised of any challenges made by Claimants to the proposed distribution amounts and shall be consulted in the decision-making process.

The Settlement Administrator has the authority to reject a Claimant's challenge in whole or part and/or to modify a distribution amount in response to such challenge. The Claimant shall be informed of the Settlement Administrator's decision to accept, accept in part, or reject the Claimant's challenge within a reasonable time. The Settlement Administrator shall include its final decisions regarding distribution amounts to each of the Claimants in the Declaration that Plaintiffs' Class Counsel shall submit to the Court 30 days after entry of the final approval order.

---

<sup>11</sup> Any Claimant challenge to any the Settlement Administrator's work or data relied upon must be submitted in writing to the Settlement Administrator before the Claim Bar Date.

# **EXHIBIT “F”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on  
behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a COMDATA  
CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

Upon review and consideration of Plaintiffs' Unopposed Motion for Class Certification in Light of Settlement, Appointment of Class Counsel, Approval of the Form and Manner of Notice to the Class and Setting the Final Settlement Schedule and Date for a Fairness Hearing (the "Motion"), which is unopposed, the Settlement Agreement and the exhibits thereto, and the Declaration of Eric L. Cramer, Esq. it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

**I. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

1. The Court has carefully reviewed the Settlement Agreement, records, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

2. This Order addresses the settlement reached in all of the pending and prior actions that were consolidated in this Court under the caption *Marchbanks Truck Service, Inc., et al. v. Comdata Network, Inc., d/b/a Comdata Corporation, et al.*, Case No. 07-1078-JKG, including, but not limited to, the matters identified in Paragraph 1.a. of the Settlement Agreement (hereinafter the "Actions").

3. The Parties have agreed to settle the Actions upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as sufficiently fair, reasonable, and adequate to authorize dissemination of the Class Notice described below. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and the continuation of the litigation.

**II. THE SETTLEMENT CLASS, THE CLASS REPRESENTATIVES, AND PLAINTIFFS' CLASS COUNSEL**

4. The Court certifies, for settlement purposes only, a class (the "Settlement Class"), consisting of all owners and operators of Truck Stops or other Retail Fueling Facilities with at least one physical location in the United States that paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions and that were calculated based on a percentage of the face amount of the transaction during the Settlement Class Period with the exception of Mobile Fuelers, Wilco-Hess locations, the Pilot Defendants, the TA Defendants, and Love's and any of the parents, subsidiaries, affiliates, franchisees or employees of any of the Defendants. *See* Settlement Agreement, Section II.

5. The Court appoints plaintiffs Marchbanks Truck Service, Inc., d/b/a Bear Mountain Travel Stop, Gerald F. Krachey d/b/a Krachey's BP South, Walt Whitman Truck Stop, Inc., and Mahwah Fuel Stop ("Plaintiffs" or "Class Representatives") as representatives of the certified Settlement Class.

6. The Court finds, for settlement purposes only and conditioned upon the entry of this Order and the Final Order and Final Judgment, and the occurrence of the Final Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of



Civil Procedure have been satisfied. The Court finds, in the specific context of this settlement, that the following requirements are met:

a. **Numerosity: The class is so numerous that joinder of all members is impracticable.** Fed. R. Civ. P. 23(a)(1). In this case, there are thousands of geographically dispersed class members, making joinder of all members impracticable. *See* Corrected Expert Report of Dr. Jeffrey J. Leitzinger, ECF No. 558 (June 18, 2013) ¶ 21 (noting that the class contains at least 4,362 members). Although members of the Settlement Class are geographically dispersed, they are easily ascertainable from Comdata’s electronic transactional sales data.

b. **Commonality: There are questions of law or fact common to the class.** Fed. R. Civ. P. 23(a)(2). There are questions of law and fact common to the class which predominate over individual issues that are sufficient for settlement purposes, including:

- i. whether the over-the-road (“OTR”) Fleet Card market is a relevant market;
- ii. whether Comdata possesses monopoly power in the OTR Fleet Card market;
- iii. whether Comdata willfully acquired, maintained, or enhanced its monopoly power;
- iv. whether Defendants conspired to bolster Comdata’s monopoly power;
- v. whether Comdata engaged in unlawful anticompetitive conduct to impair the opportunities of rivals in the OTR Fleet Card market;
- vi. whether Comdata, with Ceridian’s support and involvement, entered into agreements with the Major Chains that unreasonably restrained trade; and
- vii. whether the allegedly unlawful agreements and conduct at issue caused the Settlement Class to pay supracompetitive transaction fees to Comdata.

c. **Typicality: The claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class.** Fed. R. Civ. P. 23(a)(3). Under Rule 23(a)(3)’s “typicality” requirement, the Court must decide whether the interests of the class

and the class representatives align so that the latter will work to benefit the entire class. Here, each of the Class Representatives accepted the Comdata OTR Fleet Card and each paid percentage transaction fees to Comdata during the Settlement Class Period. Each alleges that it, like all members of the Settlement Class, was injured and suffered damages by paying supracompetitive transaction fees to Comdata due to the conduct alleged in the case. All Class Representatives' claims involve the same elements the other Settlement Class members would have to prove if they brought individual actions. Thus, the claims of the Class Representatives are typical of the claims of the members of the Settlement Class they seek to represent for purposes of settlement.

d. **Adequacy: The plaintiffs will fairly and adequately protect the interests of the class.** Fed. R. Civ. P. 23(a)(4). For purposes of this settlement, the Class Representatives' interests are aligned with the interests of members of the Settlement Class; there is no class conflict. The Class Representatives and all members of the Settlement Class have the same financial incentive to prove they were overcharged due to the alleged anticompetitive conduct and to recover damages on the basis of that overcharge. Moreover, the Class Representatives have devoted significant time and effort in support of the prosecution of this Action and have been sufficiently engaged in the settlement process. Furthermore, Plaintiffs have retained counsel experienced in antitrust class action litigation, who have to date and will continue to adequately represent the Settlement Class. Plaintiffs' Class Counsel have devoted substantial time and resources to the case, including developing the factual basis of the claims, taking or defending more than 70 depositions, working with experts, filing numerous pleadings, and engaging in extensive motion practice. Plaintiffs' Class Counsel have significant experience in complex class action litigation, with particular expertise in antitrust litigation.

e. **Predominance: common questions of law and fact predominate over individual questions.** Fed. R. Civ. P. 23(b)(3). The "predominance" requirement of Rule 23(b)(3) does not demand unanimity of common questions, it requires that the common questions outweigh individual questions. Here, as it pertains to the settlement of this matter, the

questions of law and fact common to the Settlement Class predominate over any questions affecting any individual member of the Settlement Class.

f. **Superiority: a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.** Here, certification of a class for settlement purposes is more efficient than and superior to the separate litigation and settlement of thousands of individual claims, and thus satisfies the “superiority” requirement under Fed. R. Civ. P. 23(b)(3).

g. The Court finds that the settlement falls within the range of reasonableness because it includes a meaningful amount of cash (\$130 million) in addition to valuable prospective relief, and also because the settlement has key indicia of fairness, in that: (1) the negotiations occurred at arm’s length over a long period of time, involving an experienced private mediator as well as this Court; (2) there was extensive discovery; and (3) the proponents of the settlement are experienced in similar litigation. The Court further finds that there is a sufficient basis for notifying the Settlement Class of the proposed settlement, and for enjoining members of the Settlement Class from proceeding in any other action pending the conclusion of the Court determination of whether it should finally approve the settlement.

7. The Court appoints Eric L. Cramer and Andrew C. Curley of Berger & Montague, P.C., Eric B. Fastiff and Dean Harvey of Lief Cabraser Heimann & Bernstein, LLP, and Stephen R. Neuwirth and Dale H. Oliver of Quinn Emanuel Urquhart & Sullivan, LLP as Plaintiffs’ Class Counsel to represent the Settlement Class pursuant to Fed. R. Civ. P. 23(g). Having considered, among other factors: (1) the work Plaintiffs’ Class Counsel did in identifying or investigating potential claims; (2) Class Counsel’s experience in handling class actions, other complex litigation, and similar claims; (3) Class Counsel’s knowledge of the applicable law; and

(4) the resources Class Counsel has, and will continue to, commit to representing the Settlement Class (Fed. R. Civ. P. 23(g)(1)(A)), the Court finds that these attorneys, whom this Court appointed to serve as interim Co-Lead Counsel on April 26, 2007 [Dkt. 12], are competent and capable of exercising their responsibilities as Plaintiffs' Class Counsel and have fairly and adequately represented the interests of the Settlement Class for purposes of these settlement approval proceedings.

### **III. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

8. The Court approves, as to form and content, the Class Notice, including the Long Form Notice, the Publication Notice, the Claim Form, and the Settlement Website. The Parties will provide notice to the Settlement Class as follows:

a. Beginning not later than 28 days following the Court's entry of the Preliminary Approval Order (the Notice Date), the Settlement Administrator shall send the Long Form Notice substantially in the form attached to the Settlement Agreement as Exhibit "D", by U.S. first class mail, proper postage prepaid, to the last known address of those Settlement Class Members that can reasonably be identified (by merchant name and address) in Comdata's FMLog transaction database.

b. Beginning not later than 28 days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall cause the publication of the Publication Notice, substantially in the form attached to the Settlement Agreement as Exhibit "G", in such appropriate trade publications as are agreed to by the Parties.

c. The Court also approves the establishment of a website for the settlement as described in the Settlement Agreement, which shall include the Long Form Notice, sample Claim Forms, Orders of the Court relating to the settlement, and such other

information as Defendants and Plaintiffs' Class Counsel mutually agree would inform the Settlement Class regarding the settlement.

9. The Court finds that the Class Notice described above is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the Class Notice complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the settlement. The Court also finds that the Class Notice complies with Rule 23(c)(2), as it is also the best form and manner of notice practicable under the circumstances, provides individual notice to all members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated, under all the circumstances, to apprise the Settlement Class members of the pendency of this Action, the terms of the settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.

10. The Court hereby appoints Rust Consulting, Inc. as the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing, or arranging for the mailing of the Long Form Notices; (b) handling returned mail not delivered to members of the Settlement Class; (c) arranging for the publication of the Publication Notice; (d) attempting to obtain updated address information for any Long Form Notices returned without a forwarding address; (e) responding to requests for Long Form Notice; (g) receiving and maintaining on behalf of the Court any Settlement Class member correspondence regarding requests for exclusion and/or objections to the settlement; (h) forwarding written inquiries to Plaintiffs' Class Counsel or their designee for

a response, if warranted; (i) establishing a post-office box for the receipt of any correspondence; (j) responding to requests from Plaintiffs' Class Counsel; (k) establishing a website to which members of the Settlement Class may refer for information about the Actions and the settlement; (l) fulfilling any escheatment obligations that may arise; and (m) otherwise implementing and/or assisting with the dissemination of the Class Notice. The Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities. The Court also appoints the economic consulting firm of Econ One, Inc., and its President, Dr. Jeffery J. Leitzinger, to assist Plaintiffs' Class Counsel and the Settlement Administrator in the Settlement Administration Process.

11. The Court preliminarily approves the Plan of Administration and Distribution for the purposes of summarizing it in the Class Notice and Claim Form. The Court also approves the Claim Form substantially in the form attached to the Settlement Agreement as Exhibit "A".

12. Settlement Administration Costs shall be paid from the Aggregate Settlement Fund as provided for in the Settlement Agreement.

#### **IV. REQUESTS FOR EXCLUSION**

13. Each member of the Settlement Class who wishes to be excluded from the Settlement Class and follows the procedures set forth in this Paragraph shall be deemed an Opt-Out. Members of the Settlement Class who wish to opt out of the settlement must send a letter substantially in the form specified in the Settlement Agreement and Class Notice to the Settlement Administrator postmarked no later than \_\_\_\_\_, 2014 [70 days after entry of the Preliminary Approval Order]. Any request for exclusion must contain the following information: name of the entity that is the member of the Settlement Class, contact person, address, telephone number, a statement that the member of the Settlement Class wants to be

excluded from the settlement in *Marchbanks, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation, et al.*, and the case number: No. 07-1078. Entities eligible for inclusion in the Settlement Class may elect to opt out of the settlement, relinquishing their rights to benefits hereunder; provided, however, that any such entity that owns or operates multiple Truck Stop or Retail Fueling Facility locations must opt out all such locations from the Settlement Class.

14. The date of the postmark on the return mailing envelope containing any opt out letter shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

15. All Opt-Outs shall not be Settlement Class Members, shall not be bound by the Settlement Agreement or the Final Order and Final Judgment, and shall relinquish their rights to benefits with respect to the Settlement Agreement, should it be approved, and may not submit a Claim Form or file an objection to any aspect of the proposed settlement.

16. Any member of the Settlement Class, who does not become an Opt-Out, shall be bound by all the terms and provisions of the Settlement Agreement and the Final Order and Final Judgment, whether or not such Settlement Class Member also objected to the settlement and/or submitted a Claim Form.

17. The Settlement Administrator shall provide copies of any requests for exclusion to Plaintiffs' Class Counsel as provided in the Settlement Agreement.

## **V. OBJECTIONS**

18. Any Settlement Class Members who wish to object to any aspect of the proposed settlement, must on or before \_\_\_\_\_, 2014 [70 days after entry of the Preliminary Approval Order], (a) deliver to the Settlement Administrator by fax, e-mail, or U.S. Mail and (b) file with the Clerk of Court at the address listed below a written statement of his/her/its objection

and any supporting brief. The objection must contain proof that the Objector is a Settlement Class Member.

19. No Settlement Class Member or counsel hired at the Settlement Class Member's own expense shall be entitled to be heard at the Fairness Hearing unless the Objector or its attorneys, who intend to make an appearance at the Fairness Hearing, file a "Notice of Intent to Appear in *Marchbanks, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation, et al.*, with the Clerk of the Court on or before \_\_\_\_\_, 2014 [70 days after entry of the Preliminary Approval Order] and delivers the same to the Settlement Administrator so that it is received on or before that same date.

20. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

## **VI. FAIRNESS HEARING**

21. The Fairness Hearing shall be held before this Court on \_\_\_\_\_, 2014 [at least 105 days after entry of the Preliminary Approval Order], at \_\_\_\_\_ a.m./p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should receive final approval. The Court will rule on Plaintiffs' Class Counsel's application for any Attorneys' Fee Award, any Reimbursement for Costs and Expenses, and any Plaintiffs' Service Award (the "Fee, Service Award, and Expense Request") at or after that time. Papers in support of final approval of the Settlement Agreement and the Fee, Service Award, and Expense Request shall be filed with the Court according to the schedule set forth below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement



Class. After the Fairness Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Settlement Class Members with respect to the claims being settled.

22. Plaintiffs' Class Counsel shall file their Fee, Service Award, and Expense Request on or before \_\_\_\_\_, 2014 [49 days after entry of the Preliminary Approval Order].

23. The motion for final approval of the Settlement Agreement and any papers Plaintiffs or Defendants wish to submit in support of final approval of the Settlement Agreement shall be filed with the Court on or before \_\_\_\_\_, 2014 [90 days after entry of the Preliminary Approval Order].

## **VII. STAY OF LITIGATION**

24. Pending the Fairness Hearing and the Final Effective Date, no Releasing Party shall commence, continue or prosecute any Released Claim against any of the Releasees (as those terms are defined in the Settlement Agreement) in any court or tribunal. Pursuant to 28 U.S.C. § 1651(a) and § 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon the Final Effective Date, all Settlement Class Members shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Settlement Agreement against any of the Releasees, and any such Settlement Class Members shall be deemed to have forever released any and all such matters, claims, and causes of action as provided for in the Settlement Agreement.

**VIII. CLASS SETTLEMENT FUND**

25. The Court appoints Huntington National Bank as Escrow Agent.

26. The Court finds that the Escrow Account is to be a “qualified settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

a. The Escrow Account is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

b. The Escrow Account is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

c. The assets of the Escrow Account are to be segregated from other assets of Defendants, the transferor of the payment to the Aggregate Settlement Fund, and controlled by an Escrow Agreement.

27. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Defendants and the Settlement Administrator may jointly elect to treat the Escrow Account as coming into existence as a “qualified settlement fund” on the latter of the date the Escrow Account meets the requirements of Paragraphs 24 (b) and (c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 24 of this Order are met. If such a relation-back election is made, the assets held in the Escrow Account on such date shall be treated as having been transferred to the Escrow Account on that date.

## IX. OTHER PROVISIONS

28. In summary, the relevant dates for the settlement approval process are as follows:

a. The Long Form Notice required to be sent by mail to the Settlement Class per the Settlement Agreement shall be mailed beginning on or before \_\_\_\_\_, 2014 [28 days after entry of the Preliminary Approval Order];

b. The Publication Notice required to be published per the Settlement Agreement shall be published beginning on or before \_\_\_\_\_, 2014 [28 days after entry of the Preliminary Approval Order];

c. The Claim Form for each member of the Settlement Class shall be mailed to the members of the Settlement Class along with the Long Form Notice beginning on or before \_\_\_\_\_, 2014 [28 days after entry of the Preliminary Approval Order];

d. Entities who desire to be excluded shall mail requests for exclusion postmarked no later than \_\_\_\_\_, 2014 to the Settlement Administrator [70 days after entry of the Preliminary Approval Order];

e. All objections to the Settlement Agreement and written notices of the Objector's or his/her/its counsel's intention to appear at the Fairness Hearing shall be filed and served so that they are received by the Settlement Administrator and filed with the Court no later than \_\_\_\_\_, 2014 [70 days after entry of the Preliminary Approval Order];

f. All completed Claim Forms must be submitted by Settlement Class Members on or before \_\_\_\_\_, 2014 [80 days after entry of the Preliminary Approval Order];

g. Plaintiffs' Class Counsel shall file their Fee, Service Award, and Expense Request on or before \_\_\_\_\_, 2014 [49 days after entry of the Preliminary Approval Order];

h. Papers in support of final approval of the Settlement Agreement and any supplemental papers in support of the Fee, Service Award, and Expense Request shall be filed with the Court on or before \_\_\_\_\_, 2014 [90 days after entry of the Preliminary Approval Order];

i. The Fairness Hearing shall be held on \_\_\_\_\_, 2014, at \_\_\_ a.m./p.m. [at least 105 days after entry of the Preliminary Approval Order] before this Court, at the United States District Court, Eastern District of Pennsylvania, 504 Hamilton Street, Allentown, PA 18101-1514.

29. These dates may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class, except that notice of any such extensions shall be posted to the Settlement Website. Members of the Settlement Class should check the Settlement Website regularly for updates and further details regarding extensions of these deadlines.

30. In the event the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason or the Final Effective Date does not occur for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

b. The provisional certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Actions shall proceed as though the Settlement Class had never been certified and such findings had never been made;

c. Nothing contained in this Order is to be construed as a presumption, concession or admission by or against the Defendants or Plaintiffs of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Actions, or in any actions or proceedings, whether civil, criminal or administrative, including, but not limited to, factual or legal matters relating to any effort to certify the Actions as a class action;

d. Nothing in this Order or pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in this case, including, but not limited to, motions or proceedings seeking treatment of the Actions as a class action; and

e. All of the Court's prior Orders having nothing whatsoever to do with Settlement Class certification shall, subject to this Order, remain in force and effect.

31. Plaintiffs' Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Class Notice or to any other exhibits that the parties jointly agree are reasonable or necessary, and which do not limit the rights of members of the Settlement Class under the Settlement Agreement.

32. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

IT IS SO ORDERED, this \_\_\_ day of \_\_\_\_\_, 2014.

---

THE HONORABLE JAMES KNOLL GARDNER  
UNITED STATES DISTRICT COURT JUDGE

# **EXHIBIT “G”**

# If You Paid Percentage-Based Transaction Fees on Comdata Proprietary Card Transactions

## You May Be Eligible for a Payment and Other Benefits from a Class Action Settlement

There is a \$130 million settlement in a class action lawsuit on behalf of certain truck stops and other retail fueling facilities that paid percentage-based transaction fees directly to Comdata for transactions using Comdata's over-the-road ("OTR") Fleet Card. The lawsuit claims that Defendants—Comdata, its parent Ceridian, TA, Pilot and Love's—violated antitrust laws, resulting in higher merchant fees. The Defendants deny the allegations against them, but have agreed to settle in order to resolve the lawsuit.

### Who's Included in the Settlement Class?

In general, you are included if you: (1) are the owner and operator of a truck stop or other retail fueling facility with at least one U.S. location, and (2) paid Merchant Transaction Fees directly to Comdata on Comdata Proprietary Transactions that were calculated based on a percentage of the face amount between March 1, 2003 and **Month 00**, 2014.

### What Can You Get?

The settlement creates a \$130 million Settlement Fund to provide payments to merchants who are in the Settlement Class to compensate them for what the lawsuit claimed were Comdata's higher than competitive transaction fees. The amount of money you will receive if you properly submit a Claim depends on the number and dollar amount of the eligible percentage transaction fees you paid to Comdata and the rate you paid. Generally, merchants who processed more eligible transactions and paid higher rates will receive higher payments than merchants who processed fewer eligible transactions at lower rates. Further, Comdata has agreed to modify or not to enforce provisions in its contracts with Settlement Class Members and other truck stops that the lawsuit had claimed

were anticompetitive. An economist for Plaintiffs has estimated that the value of these contractual changes is between \$260 million and \$491 million.

### How to Get Benefits?

You will need to mail a Claim Form by **Month 00**, 2014 to get a payment. The Settlement Administrator will calculate payment amounts based on transaction data provided by Comdata. Payment amounts will be adjusted proportionally to ensure that all valid claims receive a payment. More information on how claims will be calculated is available at [www.TruckStopAntitrustSettlement.com](http://www.TruckStopAntitrustSettlement.com). You do not need to submit any transactional data unless you disagree with your payment amount.

### Your Other Rights.

Even if you do nothing you will be bound by the Court's decisions. If you want to keep the ability to sue the Defendants for matters relating to the conduct alleged in this lawsuit yourself, you must exclude yourself from the Settlement Class by **Month 00**, 2014. If you stay in the Settlement Class, you may object to the Settlement by **Month 00**, 2014. The Court will hold a hearing at the United States District Court, Eastern District of Pennsylvania, 504 Hamilton Street, Allentown, PA 18101-1514 on **Month 00**, 2014 at [time] to consider whether to approve the Settlement and a request for attorneys' fees for the lawyers representing the Settlement Class of \$43.33 million (one-third of the cash amount of the settlement), plus expenses incurred in investigating, litigating and settling the case, and special service awards for the four class representatives totaling \$315,000 from the Settlement Fund. You or your own lawyer may appear at the hearing at your own expense.

For more information or a Claim Form:

**1-888-334-6148** [www.TruckStopAntitrustSettlement.com](http://www.TruckStopAntitrustSettlement.com)



# **EXHIBIT “H”**

## ESCROW AGREEMENT

This Escrow Agreement is made among Eric L. Cramer of Berger & Montague, P.C., Stephen R. Neuwirth of Quinn Emanuel Urquhart & Sullivan, LLP, and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, as counsel for Plaintiffs Marchbanks Truck Service, Inc. d/b/a Bear Mountain Travel Stop, Gerald F. Krachey d/b/a/ Krachey's BP South, Walt Whitman Truck Stop, Inc., individually and on behalf of the Settlement Class, and the undersigned counsel for Defendants (a) Comdata Network, Inc. n/k/a Comdata Inc., (b) Ceridian Corporation n/k/a Ceridian LLC, (c) Pilot Travel Centers LLC and Pilot Corporation, (d) TravelCenters of America, TA Operating LLC, TravelCenters of America Holding Company LLC, and Petro Stopping Centers, Love's Travel Stops & Country Stores, Inc., The Huntington National Bank, as Escrow Agent, and Rust Consulting, Inc. as Settlement Administrator.

### Recitals

A. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement between Plaintiffs and the Settlement Class, on the one hand, and (a) Comdata, (b) Ceridian, (c) the TA Defendants, (d) the Pilot Defendants, and (e) Love's, on the other, entered into by, among others, Plaintiffs' Class Counsel on behalf of the Plaintiffs and the Settlement Class, and Defendants' Counsel on behalf of their respective clients.

B. This Escrow Agreement governs the deposit, investment and disbursement of the funds that, pursuant to the Settlement Agreement, will be paid to settle the Actions.

C. Plaintiffs and the Settlement Class, on the one hand, and Defendants, on the other hand, by and through their respective counsel, have entered into the Settlement Agreement wherein they agreed, subject to the final approval of the Court, that the claims asserted by Plaintiffs and the Settlement Class against Defendants in the Actions will be dismissed with prejudice and releases given as set out in the Settlement Agreement at Paragraphs 31 and 36, in exchange for, *inter alia*, payments by each of the Defendants of the separate settlement payments, as set forth in Paragraphs 7-10 of the Settlement Agreement (collectively, the "Settlement Payments").

D. The Settlement Payments are to be deposited into escrow and together with any interest accrued thereon used to satisfy payments to Settlement Class Members who submit valid and timely Claim Forms; payments for Attorneys' Fees Awards; Reimbursement for Costs and Expenses; Plaintiffs' Service Awards; Taxes; Settlement Administration Costs; and other costs pursuant to the terms of the Settlement Agreement and as approved by the Court.

E. In consideration of the foregoing and the mutual covenants and considerations herein, the parties agree as follows:

### Agreement

1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Payments upon the terms and conditions provided in this Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later

annexed hereto and made a part hereof. Huntington National Bank hereby accepts such appointment.

2. The Escrow Account. The Escrow Agent shall establish and maintain the Escrow Account titled Marchbanks Truck Service Litigation Settlement Fund, which shall include separately maintained sub-accounts for the settlement payments of each of Comdata/Ceridian, the TA Defendants, the Pilot Defendants and Love's as provided in Paragraphs 3, 7-10 of the Settlement Agreement. Defendants shall cause their respective Settlement Payments to be deposited into the Escrow Account within five (5) business days of the entry of the Preliminary Approval Order pursuant to Paragraphs 7-10 of the Settlement Agreement. Escrow Agent shall receive the Settlement Payments from each defendant and deposit such funds into the appropriate sub-account within the Escrow Account. The Settlement Payments and all interest accrued thereon shall be referred to herein collectively as the "Settlement Fund." The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Escrow Agent in accordance with the terms and conditions set forth in this Escrow Agreement, in the Settlement Agreement, and in orders of the Court approving the disbursement of the Settlement Fund.

3. Investment of Settlement Fund. At all times prior to the Final Effective Date (as defined in the Settlement Agreement) Escrow Agent shall invest the Settlement Fund exclusively in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. After the Final Effective Date, the Settlement Fund shall be invested as directed in writing by a majority of Co-Lead Class Counsel: Eric L. Cramer of Berger & Montague, P.C. 1622 Locust Street, Philadelphia, PA 19103 (phone: 215.875.3009); Stephen R. Neuwirth of Quinn Emanuel Urquhart & Sullivan, LLP, 51 Madison Ave., 22nd Floor, New York, NY 10010 (phone: 212.849.7164); and Eric B. Fastiff of Lief Cabraser Heimann & Bernstein, LLP, 275 Battery St., Suite 3000, San Francisco, CA 94111 (phone: 415.956.1000, ext. 2207). The term of any such investment by the Escrow Agent shall not exceed 90 days. All interest earned on the Settlement Fund shall become part of the Settlement Fund, and prior to the Final Effective Date, such interest shall be deposited in the sub-accounts within the Escrow Account on a pro rata basis in accordance with each Defendant's contribution. The Escrow Agent shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

4. Redemption. The Escrow Agent may sell or present for redemption any investment described in paragraph 3 above, whenever it is necessary to provide funds to meet any payment required under this Escrow Agreement.

5. Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Settlement Fund shall be fully distributed, pursuant to the Settlement Agreement and subject to further order(s) of the Court.

6. Tax Treatment & Report. Provided the Court preliminarily approves the Settlement Agreement, the Settlement Administrator shall comply with all requirements

applicable to the Settlement Fund, including each sub-account within the Escrow Account, as a "Qualified Settlement Fund" within the meaning of Section 1.468B-1 of the Treasury Regulations. The Settlement Administrator's obligations under this paragraph 6 include, without limitation, the following:

- (a) The Settlement Administrator will prepare a "Regulation Section 1.468B-3 Statement" pursuant to Treasury Regulation Section 1.468B-3(e) on behalf of Defendants and provide copies to each of Defendants' Counsel for review and approval.
- (b) The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provision of this Paragraph, including the "Regulation Section 1.468B-1 Relation Back Election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and therefore to cause the appropriate filing to occur.
- (c) The Settlement Administrator will prepare and attach to the Settlement Fund's first income tax return a Regulation Section 1.468B-1 Relation Back Election pursuant to Treasury Regulation Section 1.468B-1(j) for execution by Defendants and the Settlement Administrator. The Settlement Administrator will promptly forward a copy of the "Regulation Section 1.468B-1 Relation Back Election" to each of Defendants' Counsel within 30 days after the date hereof.
- (d) The Settlement Administrator shall timely prepare and file on behalf of the Settlement Fund (i) federal tax returns in accordance with Section 1.468B-2 of the Treasury Regulations and the other provisions of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) all necessary state, local and foreign tax returns.
- (e) Notwithstanding any effort, or failure, of the Settlement Administrator and the parties to treat the Settlement Fund, including each sub-account within the Escrow Account, as a "Qualified Settlement Fund" within the meaning of Section 1.468B-1 of the Treasury regulations effective as of the date hereof, any additional tax liability, interest or penalties incurred by a defendant resulting from income earned by the Settlement Fund (or the receipt of any payment under paragraph 6(d)) shall be reimbursed from its contribution the Settlement Fund in the amount of such additional tax liability, interest or penalties upon that Defendant's written request to the Settlement Administrator. The Escrow Agent shall withdraw from that Defendant's contribution to the Settlement Fund (i) at the request of the Settlement Administrator, monies to pay all the applicable federal, state, local, and foreign taxes which the Settlement Fund owes or is estimated to owe, as well as related expenses, and (ii) monies to pay any reimbursements to that defendant as described in subparagraph (d).

7. Tax Payments of Settlement Fund. All Taxes with respect to the Settlement Fund, as more fully described in Paragraphs 3 and 5 of the Settlement Agreement, shall be treated as and considered to be Settlement Administration Costs as defined in the Settlement Agreement. The Settlement Administrator shall timely pay such Taxes out of the Settlement Fund, as appropriate, without prior order of the Court, as directed by a majority of Plaintiffs' Class Counsel with notice to all Defense Counsel. The Settlement Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The fees and costs of the Settlement Administrator in the preparation of any tax returns, tax reports, or the calculation of any tax payments due as set forth in Paragraphs 6 and 7 herein ("Tax Expenses"), shall be paid from the Settlement Fund on a pro rata basis in accordance with each Defendant's contribution from each sub-account within the Escrow Account. Neither Defendants nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses, for preparing tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Settlement Fund. The Settlement Fund shall indemnify and hold the Defendants harmless for any Taxes that may be deemed to be payable by the Defendants by reason of the income earned on the Settlement Fund, and Escrow Agent shall at the direction of the Settlement Administrator and/or Plaintiffs' Class Counsel be responsible to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts, including establishing such reserves as are necessary to cover the Tax liabilities of the Settlement Fund and the indemnification obligations imposed by this paragraph (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). If any of the Settlement Fund is returned to any Defendant pursuant to the terms of the Settlement Agreement, such Defendant shall provide Escrow Agent with a properly completed Form W-9.

8. Disbursement Instructions

(a) Before the Final Effective Date, the Escrow Agent may, upon written unanimous authorization of the undersigned counsel acting jointly, withdraw from the Settlement Fund disbursements sufficient to pay costs and expenses of notice to the Settlement Class, Settlement Administration Costs, and expenses payable by the Escrow Agent on behalf of the Settlement Fund. After the Final Effective Date, such authorization may be granted by a majority of Plaintiffs' Class Counsel alone. Plaintiffs' Class Counsel is authorized, after obtaining approval of Defendants' Counsel, to appoint, and shall appoint, an administrator (and any successors) for the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3). The Court has appointed Rust Consulting, Inc. as the Settlement Administrator. Plaintiffs' Class Counsel shall be responsible for assuring that the Settlement Administrator qualifies as an "administrator" of the Settlement Fund within the meaning of Treasury Regulation 1.468B-2(k)(3) and is performing its duties thereunder. Defendants shall have no responsibility for any fees of the Settlement Administrator, nor shall Defendants have any other liability for or on account of the performance of the Settlement Administrator.

(b) Other than those distributions contemplated herein to pay Taxes and Settlement Administration Costs as described in Paragraphs 54-55 of the Settlement Agreement

and subparagraph 8(a) hereof, distributions from the Settlement Fund may be made only after the Final Effective Date, as authorized by Court order. In addition, upon the Final Effective Date, a majority of Plaintiffs' Class Counsel shall have the authority, in accordance with paragraph 11(g), to appoint a Successor Escrow Agent and direct that all funds be transferred to the successor Escrow Agent, which successor Escrow Agent shall not be a Defendant or an affiliate of a Defendant. Upon the Final Effective Date, Defendants' interest in the Settlement Fund shall cease in its entirety.

(c) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Escrow Agent will seek confirmation of such instructions by telephone call back to the persons designated in subparagraphs (a) and (b) above only if it is reasonably necessary, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. It will not be reasonably necessary to seek confirmation if Escrow Agent receives a written letter authorizing a disbursement from the law firms required in subparagraphs (a) and (b), as applicable, signed or electronically signed by each of the required persons designated in subparagraphs (a) and (b) above. To assure accuracy of the instructions it receives, Escrow Agent may record such call backs. If Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Escrow Agent. Plaintiffs' Class Counsel and Defendants' Counsel agree to notify Escrow Agent of any errors, delays or other problems within 30 days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Escrow Agent's error, Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

9. Termination of Settlement. In the event that the Final Effective Date does not occur or the Settlement Agreement is terminated for any reason, the Escrow Agent shall, subject only to expiration of any time deposit investment(s) not to exceed ninety days, return the remaining balance of the Settlement Fund attributable to each Defendant pursuant to Paragraph 79 of the Settlement Agreement, including all interest thereon, less any amounts disbursed or approved to be disbursed for Settlement Administration Costs or any costs and expenses referred to in paragraph 10 hereof.

10. Fees. For all services rendered by Escrow Agent pursuant to this Escrow Agreement, Escrow Agent shall charge a flat fee of \$0. In the event that a portion of the Settlement Fund is invested in T-Bills, Escrow Agent shall charge an annual fee of 3 basis points (0.03%) for the T-Bill purchase transactions, which shall be due at the time of purchase transactions. The purchase or sale of multiple T-Bills at one time shall constitute one transaction. There shall be no charge for T-Bill sale transactions. The Escrow Agent shall be reimbursed for all its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All fees and expenses of Escrow

Agent shall be paid solely from the sub-accounts within the Escrow Account on a pro rata basis in accordance with each Defendant's contribution. All such fees and expenses shall constitute a direct charge against the Settlement Fund. The Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment, in writing, by a majority of Plaintiffs' Class Counsel. Escrow Agent shall notify Plaintiffs' Class Counsel and each of Defendants' Counsel of any disbursement from the Settlement Fund to itself and shall furnish to Plaintiffs' Class Counsel and each of Defendants' Counsel copies of all related invoices and other statements until the Final Effective Date, at which time the Escrow Agent's obligation to notify Defendants' Counsel will cease. If Escrow Agent is asked to provide additional services, such as the preparation and administration of payments issued to Settlement Class Members who submit a valid and timely Claim Form, a separate agreement and fee schedule will be entered into.

The Escrow Agent is authorized to, and may, disburse to itself from the Settlement Fund, from time to time, the amount of reimbursement of out-of-pocket expenses payable hereunder. The Escrow Agent shall notify each of the undersigned counsel of any disbursement from the Settlement Fund to itself and shall furnish each of the undersigned counsel copies of all related invoices and other statements. After the Final Effective Date, such notification need be provided only to Plaintiffs' Class Counsel.

11. Duties, Liabilities and Rights of Escrow Agent. This Escrow Agreement sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Escrow Agreement or any other agreement, instrument or document.

(a) The Escrow Agent has been appointed in compliance with the Settlement Agreement and is subject to orders of the Court.

(b) The Escrow Agent is and shall be independent, provided that as parties hereto, Plaintiffs, the Settlement Class and Defendants shall be entitled to institute actions to compel or require performance by the Escrow Agent of its obligations hereunder. The Escrow Agent hereby agrees to submit to jurisdiction and venue of the Court with respect to issues relating to the Settlement Fund for purposes of enforcement, clarification, or amendment of the provisions of this Escrow Agreement, and to comply with all directions given by the Court.

(c) The Escrow Agent shall, upon request of any party, advise counsel for the parties of any maturities, conversion privileges, and other matters of a like manner concerning the investments held in accordance with this Escrow Agreement.

(d) The Escrow Agent shall, upon request of any party, furnish to counsel for the parties statements of transactions, which statements shall be certified by the Escrow Agent.

(e) The parties reserve the right to modify this Escrow Agreement upon written agreement of all parties other than the Escrow Agent, except any modification which shall affect the duties or responsibilities of the Escrow Agent may be made only upon written agreement of all parties including the Escrow Agent.

(f) The Escrow Agent shall treat the fact of the settlement and Settlement Agreement referred to herein, as well as all facts or other information pertaining to the Settlement Agreement, as confidential and shall not disclose or use such information in any way other than as necessary to fulfill its role as Escrow Agent.

(g) The appointment of the Escrow Agent under this Escrow Agreement may be revoked at any time, and the Escrow Agent shall thereby become discharged from the obligations hereby created subsequent to the date of discharge, by notice in writing given to the Escrow Agent not less than 30 days before such removal is to take effect. Prior to the Final Effective Date, such notice of revocation or appointment must be given by undersigned counsel acting jointly; after the Final Effective Date, such notice may be given by a majority of Plaintiffs' Class Counsel alone. Upon approval of the Court, and subject to the arrangements being made for a replacement Escrow Agent as specified in the next sentence, the Escrow Agent may terminate this Escrow Agreement by notice in writing given to the undersigned counsel not less than 30 days before such termination is to take effect, and thereby become discharged from the obligations hereby created subsequent to the date of termination. In the event that the Escrow Agent's appointment is revoked or the Escrow Agent terminates this Escrow Agreement, arrangements shall be made for a replacement Escrow Agent, who shall assume the Escrow Agent's duties hereunder as of the date and time that the replacement is to take effect. Before the Final Effective Date, such arrangements shall (absent written agreement otherwise by all undersigned counsel) be a national banking association with trust powers; after the Effective Date, such arrangements may be made by a majority of Plaintiffs' Class Counsel alone.

(h) Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by a majority of Plaintiffs' Class Counsel or Defendants' Counsel (listed in paragraph 14), as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(i) Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel.

(j) The Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(k) Escrow Agent is authorized to hold any Treasury bills held hereunder in its Federal Reserve account.



(l) Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Escrow Agreement, except for liability, damage or losses arising out of its negligence or misconduct as adjudicated by a court of competent jurisdiction.

(m) Upon distribution of all of the funds in the Escrow Account pursuant to the terms of this Escrow Agreement and any orders of the Court, Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically provided herein.

(n) Within 10 business days of Defendants' depositing the Settlement Funds with the Escrow Agent, and at the end of each calendar year quarter thereafter, the Escrow Agent shall provide documentation to Defendants' Counsel and Plaintiffs' Class Counsel showing that the Escrow Account and the contemplated sub-accounts have been established and are being maintained in the form specified, and the Settlement Funds invested as specified, in paragraph 3 above.

(o) If the Escrow Agent is uncertain as to its duties or rights under this Escrow Agreement, or receives instructions, claims or demands from a party to the Escrow Agreement or any third party, that in its opinion, conflict with the terms of this Escrow Agreement, it may refrain from taking action in connection with the Settlement Fund with respect to which such uncertainty or conflict exists, until it is able to obtain a resolution of the issue pursuant to this Section. The Escrow Agent shall notify Plaintiffs' Class Counsel and Defendants' Counsel of the duties or rights to which it is uncertain. During the period in which the issue remains unresolved, the Escrow Agent's sole obligation with respect to the portion of the Settlement Fund that is the subject of the dispute shall be to keep safely such funds and related books and records it holds under this Escrow Agreement; provided, that with respect to any portion of the Settlement Fund as to which there is no dispute, the Escrow Agent shall be bound by the terms and conditions of this Escrow Agreement.

(p) The Escrow Agent shall be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, and liabilities, arising out of or based upon any act, omission, alleged act or alleged omission by the Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Escrow Agent of, any of the Escrow Agent's duties under this Agreement, except as a result of the Escrow Agent's bad faith, willful misconduct or negligence.

12. Non-Assignability by Escrow Agent. Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed before the Final Effective Date without the unanimous written consent of Defendants' Counsel and a majority of Plaintiffs' Class Counsel. After the Final Effective Date, such assignment or assumption shall require only the written consent of a majority of Plaintiffs' Class Counsel.

13. Resignation of Escrow Agent. Escrow Agent may, in its sole discretion, resign and terminate its position by providing 120 days prior written notice to the parties to the Escrow Agreement herein. On the effective date of such resignation, Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents and all funds in the Escrow Account to the successor Escrow Agent, subject to this Escrow Agreement. If a successor Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Escrow Agent may petition the Court for the appointment of a successor Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Escrow Agreement.

14. Notices. Copies of all notices and correspondence sent pursuant to this Escrow Agreement shall be served by mail and email upon all undersigned counsel, the Settlement Administrator and the Escrow Agent. After the Final Effective Date, such notices and correspondence need only be provided to Plaintiffs' Class Counsel. Such notice should be addressed as follows:

If to Plaintiffs' Class Counsel:

Eric L. Cramer  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3009

Stephen R. Neuwirth  
Quinn Emanuel Urquhart  
& Sullivan, LLP  
51 Madison Ave., 22<sup>nd</sup> Floor  
New York, NY 10010  
(212) 849-7164

Eric B. Fastiff  
Lief Cabraser Heiman  
& Bernstein, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111  
(415) 956-1000, ext. 2207

If to Comdata's Counsel:

J. Gordon Cooney, Jr.  
Morgan Lewis & Bockius, LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
(215) 963-4806

If to Ceridian's Counsel:

Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301  
(215) 851-8242

If to TA Defendants' Counsel:

Jane E. Willis  
Ropes & Gray, LLP  
800 Boylston Street  
Boston, MA 02199  
(617) 951-7000

If to Pilot Defendants' Counsel:

John H. Bogart  
Telos VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111  
(801) 535-4304

If to Love's Counsel:

Mack J. Morgan, III  
Crowe & Dunlevy, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102  
(405) 235-7727

If to Escrow Agent:       The Huntington National Bank  
Attention: Liz Lambert, Senior Vice President  
1150 First Avenue, Suite 103  
King of Prussia, PA 19406  
Telephone: (215) 568-2382  
Facsimile: (215) 568-2385  
E-mail: liz.lambert@huntington.com

Kimberlee Wilson, Vice President  
Huntington National Bank  
7 Easton Oval – EA4E63  
Columbus, Ohio 43219  
Telephone: (614) 331-9556  
E-mail: kim.wilson@huntington.com

If to Settlement  
Administrator:       Robin Niemiec  
Client Services Director  
Rust Consulting, Inc.  
5210 Hood Road  
Palm Beach Gardens, FL 33418  
561-253-7731 direct  
561-214-0748 mobile  
561-651-7788 fax  
E-mail: rniemiec@rustconsulting.com

15. Patriot Act Warranties. Plaintiffs' Class Counsel hereby acknowledges receiving from the Defendants the representations and warranties, substantially similar in form and in substance to the following, concerning the Settlement Funds that the Defendants will deliver for deposit with the Escrow Agent:

(a) The Defendants hereby acknowledge that they seek to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Defendants hereby represent, warrant, and agree that, to the best of their knowledge:

- (i) none of the cash or property that they paid, will pay or will contribute to the Settlement Fund has been or shall be derived from, or related to, an activity that is deemed criminal under United States law; and
- (ii) no contribution or payment by them to the Escrow Account shall cause Escrow Agent to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

(b) The Defendants agree to promptly notify Escrow Agent if any of the foregoing representations ceases to be true and accurate. Each of the Defendants agrees to provide to Escrow Agent any additional information regarding itself or any insurers contributing to the Settlement Fund which is reasonably necessary or appropriate for the Escrow Agent to ensure its compliance with all applicable laws concerning money laundering and similar activities, subject to any confidentiality obligations (recognized or permitted by law) that may restrict or prohibit each Defendant from providing such information. Escrow Agent agrees to keep any information provided by the Defendants pursuant to this paragraph confidential, and will not disclose such information to any other party except to the extent necessary or appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities; provided, however, that Escrow Agent shall give notice to the Defendants as soon as practicable in the event it expects that such a disclosure will become necessary.

(c) The Defendants agree that if at any time Escrow Agent determines that any of the foregoing representations are incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Escrow Agent may undertake whatever actions are reasonably appropriate to ensure compliance with applicable law or regulation.

16. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the matters discussed herein. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

17. Governing Law. This Escrow Agreement shall be governed by the law of the Commonwealth of Pennsylvania in all respects, without reference to choice-of-law principles. The parties hereto agree that any action relating to this Escrow Agreement, including without limitation any action in the nature of interpleader or any proceeding the Escrow Agent may commence for the appointment of a successor escrow agent, shall be subject to the jurisdiction of the Court. The parties hereto further submit to the jurisdiction of the Court in connection with any such proceedings for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

18. Termination of Escrow Account. The Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Escrow Agreement.

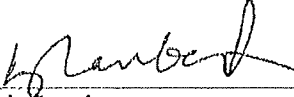
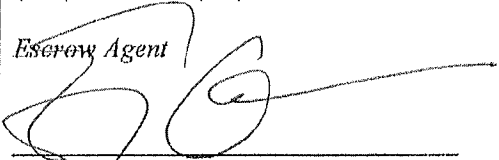
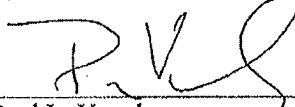
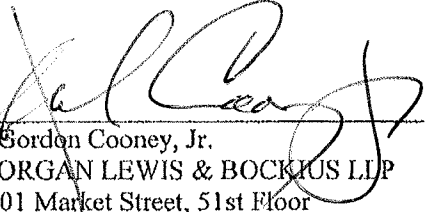
19. Miscellaneous Provisions.

(a) Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.

(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Escrow Agreement in order (a) to give Escrow Agent confirmation and assurance of Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Escrow Agreement, each in such form and substance as may be acceptable to Escrow Agent.

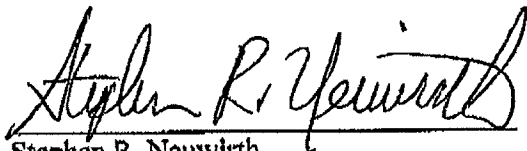
(c) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

|  |   |
|--|---|
| <p>THE HUNTINGTON NATIONAL BANK,<br/>as Escrow Agent</p>  <hr/> <p>Liz Lambert,<br/>Senior Vice President<br/>National Settlement Team<br/>Huntington National Bank<br/>1150 First Avenue, Suite 103<br/>King of Prussia, PA 19406<br/>(215) 568-2382<br/>(215) 568-2385 (fax)</p> <p><i>Escrow Agent</i></p>  <hr/> <p>Eric L. Cramer<br/>BERGER &amp; MONTAGUE, P.C.<br/>1622 Locust Street<br/>Philadelphia, Pennsylvania 19103-6305</p> | <p>RUST CONSULTING, INC.,<br/>as Settlement Administrator</p>  <hr/> <p>Paul L. Vogel<br/>EVP &amp; Chief Financial Officer<br/>Rust Consulting, Inc.<br/>625 Marquette Ave., Suite 880<br/>Minneapolis, MN 55402</p> <p><i>Settlement Administrator</i></p>  <hr/> <p>J. Gordon Cooney, Jr.<br/>MORGAN LEWIS &amp; BOCKIUS LLP<br/>1701 Market Street, 51st Floor<br/>Philadelphia, PA 19103-2921</p> <p>Counsel for Defendant<br/><i>Comdata Network, Inc.</i></p> |
|--|---|

---

Eric B. Fastiff  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111



Stephen R. Neuwirth  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
51 Madison Ave., 22nd Floor  
New York, NY 10010  
Tel: (212) 849-7000  
Fax: (212) 849-7100

Plaintiffs' Class Counsel

---

Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301

Counsel for Defendant  
*Ceridian Corporation*

---

Jane E. Willis  
ROPES & GRAY LLP  
800 Boylston Street  
Boston, MA 02199

Counsel for Defendants  
*TravelCenters of America LLC, TravelCenters  
of America Holding Company LLC, TA  
Operating LLC, and Petro Stopping Centers,  
L.P.*

---

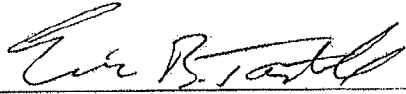
John H. Bogart  
TELOS VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

Counsel for Defendants  
*Pilot Travel Centers LLC and Pilot Corporation*

---

Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102

Counsel for Defendant  
*Love's Travel Stops & Country Stores, Inc.*



Eric B. Fastiff  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
51 Madison Ave., 22nd Floor  
New York, NY 10010  
Tel: (212) 849-7000  
Fax: (212) 849-7100

Plaintiffs' Class Counsel

Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301

Counsel for Defendant  
*Ceridian Corporation*

Jane E. Willis  
ROPES & GRAY LLP  
800 Boylston Street  
Boston, MA 02199

Counsel for Defendants  
*TravelCenters of America LLC, TravelCenters  
of America Holding Company LLC, TA  
Operating LLC, and Petro Stopping Centers,  
L.P.*



John H. Bogart  
TELOS VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

Counsel for Defendants  
*Pilot Travel Centers LLC and Pilot Corporation*

Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102

Counsel for Defendant  
*Love's Travel Stops & Country Stores, Inc.*

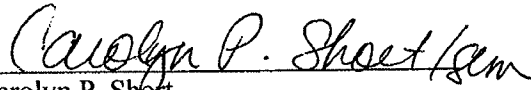
---

Eric B. Fastiff  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111

---

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
51 Madison Ave., 22nd Floor  
New York, NY 10010  
Tel: (212) 849-7000  
Fax: (212) 849-7100

Plaintiffs' Class Counsel



Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301

Counsel for Defendant  
*Ceridian Corporation*

---

Jane E. Willis  
ROPES & GRAY LLP  
800 Boylston Street  
Boston, MA 02199

Counsel for Defendants  
*TravelCenters of America LLC, TravelCenters  
of America Holding Company LLC, TA  
Operating LLC, and Petro Stopping Centers,  
L.P.*

---

John H. Bogart  
TELOS VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

Counsel for Defendants  
*Pilot Travel Centers LLC and Pilot Corporation*

---

Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102

Counsel for Defendant  
*Love's Travel Stops & Country Stores, Inc.*



---

Eric B. Fastiff  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111

---

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
51 Madison Ave., 22nd Floor  
New York, NY 10010  
Tel: (212) 849-7000  
Fax: (212) 849-7100

Plaintiffs' Class Counsel

---

Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301

Counsel for Defendant  
*Ceridian Corporation*



---

Jane E. Willis  
ROPES & GRAY LLP  
800 Boylston Street  
Boston, MA 02199

Counsel for Defendants  
*TravelCenters of America LLC, TravelCenters  
of America Holding Company LLC, TA  
Operating LLC, and Petro Stopping Centers,  
L.P.*

---

John H. Bogart  
TELOS VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

Counsel for Defendants  
*Pilot Travel Centers LLC and Pilot Corporation*

---

Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102

Counsel for Defendant  
*Love's Travel Stops & Country Stores, Inc.*

---

Eric B. Fastiff  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery St., Suite 3000  
San Francisco, CA 94111

---

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
51 Madison Ave., 22nd Floor  
New York, NY 10010  
Tel: (212) 849-7000  
Fax: (212) 849-7100

Plaintiffs' Class Counsel

---

Carolyn P. Short  
Reed Smith, LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301

Counsel for Defendant  
*Ceridian Corporation*

---

Jane E. Willis  
ROPES & GRAY LLP  
800 Boylston Street  
Boston, MA 02199

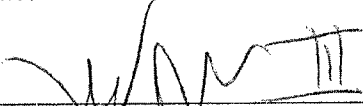
Counsel for Defendants  
*TravelCenters of America LLC, TravelCenters  
of America Holding Company LLC, TA  
Operating LLC, and Petro Stopping Centers,  
L.P.*

---

John H. Bogart  
TELOS VG, PLLC  
299 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

Counsel for Defendants  
*Pilot Travel Centers LLC and Pilot Corporation*

---



Mack J. Morgan, III  
CROWE & DUNLEVY, P.C.  
20 N. Broadway Ave., Suite 1800  
Oklahoma City, OK 73102

Counsel for Defendant  
*Love's Travel Stops & Country Stores, Inc.*

# **EXHIBIT “I”**

COMDATA



A Carlson Company

## Comchek<sup>®</sup> Service Center Agreement

|                                       |
|---------------------------------------|
|                                       |
| <b>Company</b>                        |
| <b>Address</b>                        |
| <b>City, State, Zip</b>               |
| <b>Area Code and Telephone Number</b> |

|                   |
|-------------------|
|                   |
| <b>Date</b>       |
| <b>Loc. Code</b>  |
| <b>Acct. Code</b> |
| <b>Chain Code</b> |
| <b>Corp. Code</b> |

This Agreement is entered into by and between COMDATA NETWORK, INC. (CDN) and \_\_\_\_\_ (Service Center) and sets forth the terms and conditions pursuant to which Service Center shall participate in the Comchek<sup>®</sup> Network.

### 1. Network Participation

Service Center shall have the right to participate in the Comchek Network pursuant to the terms and conditions set forth herein and in accordance with written instructional materials, as the same may change from time to time.

### 2. Responsibilities of CDN

As soon as is practicable after the execution of this Agreement by both parties, CDN shall:

- a) process electronic funds transfers for CDN customers for transactions initiated at Service Center;
- b) provide user documentation, decals, Comcheks and other such materials necessary for Service Center to process CDN transactions in accordance with the terms of this Agreement;
- c) make a settlement disbursement to Service Center for all completed transactions (other than credit transactions) once per eight (8) hour period and to provide to Service Center a recap indicating: (a) gross amount due, (b) transaction charges, (c) equipment charges, and (d) net amount paid to Service Center;
- d) make a weekly settlement disbursement to Service Center by CDN company check for all completed credit transactions in accordance with CDN's Credit Card Program Settlement Procedures and provide reporting by fax of daily credit transactions and weekly credit transaction settlements; and
- e) include Service Center in Comdata's online directory, GoComchek.com; provide Service Center its own individual merchant page in GoComchek.com to include a password protected merchant log in area for amenity updates, retrieving customer feedback and updating coupons; activate one (1) coupon spot free of charge, for an initial three (3) month term to be located on Service Center's own merchant page, which coupon may be updated unlimited times during the three (3) month term and may be used for any promotion Service Center chooses and activate such subsequent coupons purchased by Service Center as set forth on Schedule A; and provide training for merchant log in area and coupon updates.

### 3. Responsibilities of Service Center

Upon execution of this Agreement Service Center shall:

- a) honor all valid CDN payment instruments tendered for use with any services offered by Service Center;
- b) refrain from any active sales effort to convert customers of CDN to any other billing program, including in-house open accounts;

- 
- c) make available to CDN's customers its lowest cash price for the services and products provided by Service Center, and for CDN's Credit Card Program customers, make available a credit price for fuel commensurate with transaction fees and settlement terms;
  - d) levy no surcharges on any CDN payment method;
  - e) retain receipts of CDN card based transactions for a period of six (6) months, and provide CDN with any such receipt upon request;
  - f) pay to CDN the fees set forth in Schedule A, which is attached hereto and incorporated herein by reference;
  - g) pay to CDN an amount equal to the amount of any rebates or discounts per gallon of fuel purchased which Service Center pays to any other third party billing company; and
  - h) permit publication of information concerning Service Center including the name, location, and type of products and services offered, as updated from time to time.

#### 4. Procedures

Service Center agrees to abide by the following procedures in processing CDN transactions:

- a) Upon presentation of a valid CDN Card, Service Center shall:
  - 1) legibly complete any invoice presented for such transaction by inserting the date of purchase, vehicle number, hubometer reading, driver's license number, total cash price, or other information required by customer;
  - 2) legibly imprint the CDN card on the invoice;
  - 3) obtain the authorized cardholder's signature on the invoice;
  - 4) obtain either an electronic or voice authorization for the transaction from CDN;
  - 5) write the authorization number on the invoice;
  - 6) complete any other procedures of which CDN may notify Service Center in writing from time to time;
  - 7) give the cardholder the original invoice and maintain a copy thereof for a period of at least six (6) months.
- b) Upon presentation of a CDN Express Check code, Service Center shall:
  - 1) obtain either an electronic or voice authorization for the transaction in accordance with CDN's instructional materials;
  - 2) remove the draft from the printer and verify the amount, payee, and printed draft number;
  - 3) require presentation of a valid driver's license and enter the driver's license number, along with payee's home phone number on the draft;
  - 4) complete any other required procedures of which CDN may notify Service Center in writing from time to time;
  - 5) cash the draft for the indicated amount.
- c) It is expressly understood and agreed that CDN shall have the right to refuse to accept any transaction, or having authorized any transaction, the right to have returned to it any payments made to Service Center for any transaction submitted by Service Center, in the event any of the following occur:
  - 1) Service Center has failed to complete any of the procedures set forth in Paragraph 4 of the Agreement or contained in CDN's instructional materials;
  - 2) the transaction exceeds any limit or purchase policy in effect with respect to the customer involved;
  - 3) the transaction refers to an account or card which CDN notified Service Center not to honor during the authorization process;
  - 4) the transaction is in dispute, whether or not such dispute is valid;
  - 5) the correct or necessary authorization number was not obtained by Service Center;
  - 6) there has been negligence, fraud, or dishonesty on the part of Service Center in processing a transaction which results in the failure or refusal of CDN's customer to make payment to CDN.

#### 5. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of two (2) years. Thereafter, this Agreement shall automatically renew for successive two (2) year periods unless either party has given the other written notice of termination no less than ninety (90) days prior to the expiration of the then existing term. Notwithstanding the

---

---

foregoing, in the event the Service Center defaults in performance of any obligations, covenants, or conditions contained in this Agreement, or becomes insolvent, bankrupt, or goes into receivership, CDN shall have the right, in its sole discretion, to terminate this Agreement immediately. Upon termination of this Agreement for any reason, Service Center shall immediately cease the use or display of any of CDN's trademarks, tradenames, and/or service marks.

**6. Equipment and Reports**

CDN shall supply Service Center with the equipment set forth in Schedule A and with the software and reports available with such equipment as set forth in the Comchek user documentation. Service Center shall make monthly payments to CDN in exchange for such equipment, software, and reports as set forth in Schedule A. It is agreed that the equipment and software provided herein is, and at all times shall remain, the property of CDN, and, in the event of the termination of this Agreement, it shall be returned by Service Center to CDN in the same condition in which it was received, ordinary wear and tear excepted.

**7. Notices**

All written notices required to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by certified mail to Comdata, 5301 Maryland Way, Brentwood, TN 37027, or to Service Center at the address listed on the front of this Agreement.

**8. Participation In Comchek® Discount Fuel Network**

- a) Service Center and Comdata agree that Service Center locations shall have the right to participate in the Comchek Discount Fuel Network program ("CDFN") provided with respect to certain trucking company customers that subscribe to CDFN. CDFN shall be subject to the applicable terms and conditions of this Agreement, including this Section 8, and written instructional materials and procedures, as the same may exist from time to time during the term of this Agreement, and as provided by CDN to Service Center.
- b) In connection with Service Center's participation in CDFN, CDN shall publish the name and location of Service Center locations as a network supplier in any appropriate Internet sites operated by CDN on the World Wide Web, as such sites may exist from time to time in the discretion of Comdata, and in other directories which may be published by CDN with respect to CDFN. Further, CDN shall administer the CDFN discounts, in the amount set forth below in Section 8.c., to all CDN trucking company customers participating in the CDFN program. These discounts may be deducted from Service Center's periodic CDN settlement (as contemplated by Section 2 hereof) or invoiced to Service Center and shall be due and payable in accordance with the invoice terms.
- c) With respect to CDFN, Service Center shall permit publication on the Internet sites and directories set forth in Section 8.b. above of information concerning Service Center and its locations, including, name and physical address, as the same may be updated from time to time. Additionally, Service Center shall pay to CDN, in the form of a deduction from Service Center's settlement, discounts in the amount of 2 cents per gallon, for all CDN trucking company customers participating in the CDFN program.

**9. Miscellaneous Provisions**

- a) Neither this Agreement, nor any rights hereunder, may be assigned by the Service Center. Service Center shall notify CDN at least ten (10) days prior to any change in ownership or control of Service Center.
  - b) CDN reserves the right to change or add any pricing relating to transactions, reporting, equipment, supplies, maintenance and/or any other pricing under this Agreement at its sole discretion, upon thirty (30) days written notice to Service Center from the date of mailing which shall be deemed sufficient notice for the purpose of this provision.
  - c) All transaction data and information obtained as a result of the use of the Comchek Network shall be and remain the property of CDN and shall not be divulged to any third party without the express written consent of CDN.
  - d) Service Center agrees to pay reasonable attorneys' fees to CDN in the event that CDN shall engage an attorney to enforce, protect, or preserve any rights it might have under this Agreement.
  - e) No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.
  - f) This Agreement and the Schedules attached hereto constitutes the entire Agreement between parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings.
  - g) Except as otherwise set forth herein, this Agreement may not be released, discharged, changed, or modified except by an instrument in writing, duly executed by each party hereto.
  - h) This Agreement shall be construed in accordance with the laws of the State of Tennessee.
-

---

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
**SERVICE CENTER**

**COMDATA NETWORK, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

---

**Comchek Service Center Agreement  
SCHEDULE A**

This Schedule A sets forth certain additional terms and conditions applicable to the Comchek Service Center Agreement by and between COMDATA NETWORK, INC. (CDN) and \_\_\_\_\_ (Service Center), dated \_\_\_\_\_, 20\_\_\_\_\_.

1. **Transaction Fees**  
Service Center shall pay to CDN a fee per transaction initiated through the use of the Comchek Network. Such transaction fee shall be charged and deducted by CDN at the time of settlement with Service Center.

| <u>Transaction Type</u>                 | <u>Fee Per Transaction</u>       |
|---|----------------------------------|
| Automated Authorization                 | 2.5% of the Transaction Amount   |
| Voice Response Unit (VRU) Authorization | \$1.00 of the Transaction Amount |
| Manual Authorization                    | 3.0% of the Transaction Amount   |
| Credit Card Transaction                 | 5.0% of the Transaction Amount   |
| Cash Advance:                           |                                  |
| Automated or VRU Authorization          | \$1.00                           |
| Manual Authorization                    | \$2.00                           |

2. **Settlement Fees**  
Service Center shall pay to CDN a fee of \$3.00 per settlement.

3. **Other Fees**  
Service Center shall pay CDN the following fees:

|                    |  |
|--------------------|--|
| Initial Set-up Fee | \$ 400.00  |
| Annual Fee         | \$ 250.00 per year due at each anniversary date of this Agreement. |

**Total due with this Agreement \$650.00**

4. **Equipment, Software, and Reports**  
CDN shall provide Service Center with equipment for accessing the Comchek Network as set forth below. CDN shall also provide Service Center with software and reports available with the equipment selected as set forth below, the same to be deducted from Service Center's settlement on the first day of each month for the remainder of such month.

| Equipment               | Number of Units | Monthly Fee Per Unit | Monthly Fee |
|-------------------------|-----------------|----------------------|-------------|
| Stripe Reader Only      | _____           | \$40.00              | _____       |
| Stripe Reader w/Printer | _____           | \$80.00              | _____       |

**\*NOTE: Dedicated phone line is required.**

5. **GoComchek.com Coupons.**  
Service Center may purchase GoComchek.com coupons at the price of \$100 per coupon per quarter by contacting Comdata.

The undersigned elects to become a Comchek Service Center location in accordance with this Schedule A.

\_\_\_\_\_  
**SERVICE CENTER**

**COMDATA NETWORK, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



---

**Comchek Service Center Agreement**  
**SCHEDULE B**

**LOCATIONS**

It is agreed that the Service Center locations listed below shall participate in the Comchek Network pursuant to the terms and conditions of this Comchek Service Center Agreement:

\_\_\_\_\_  
**SERVICE CENTER**

**COMDATA NETWORK, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

---

---

**PLEASE COMPLETE EVERY ITEM LISTED TO ENSURE ACCURACY**

**Page 1 (See other side)**

STATION CODE: \_\_\_\_\_  
(To be assigned)

Location Name: \_\_\_\_\_

Corporate Name : \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Mailing Address : \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Main Location Phone Number: \_\_\_\_\_

Fax Number : \_\_\_\_\_

Main Fuel Desk Phone Number: \_\_\_\_\_

Contact #2: (Name) \_\_\_\_\_

Alternate Fuel Desk Phone Number: \_\_\_\_\_

Contact #2: (Title) \_\_\_\_\_

Business Fax Number \_\_\_\_\_

Hours of Operation:

Contact #1: (Name) \_\_\_\_\_

Mon \_\_\_\_\_ Fri \_\_\_\_\_

Contact #1: (Title) \_\_\_\_\_

Tues \_\_\_\_\_ Sat \_\_\_\_\_

Wed \_\_\_\_\_ Sun \_\_\_\_\_

Thurs \_\_\_\_\_ 24 hrs./7 days \_\_\_\_\_

Nearest Interstate: \_\_\_\_\_ Exit: \_\_\_\_\_ Mile Marker: \_\_\_\_\_

Nearest Major Highway Intersection: \_\_\_\_\_

Directions to Location: \_\_\_\_\_

Nearest Trucker Motel: (Name) \_\_\_\_\_

Distance to Motel: \_\_\_\_\_ Miles

Low Sulfur Red Dye: \_\_\_\_\_ High Sulfur Blue Dye: \_\_\_\_\_

Brand of Diesel: \_\_\_\_\_ Number of Diesel Pumps: \_\_\_\_\_

**Money Wire Services Available:**

Comdata Point-to-Point - PMT: \_\_\_\_\_

Western Union: \_\_\_\_\_

American Express: \_\_\_\_\_

**Comdata Credit Card Cash Advance Service:**

MasterCard: \_\_\_\_\_

VISA Card \_\_\_\_\_

Discover Card: \_\_\_\_\_

---

---

PLEASE ✓ ALL SERVICES THAT APPLY

Page 2

|                               |       |   |       |
|-------------------------------|-------|---|-------|
| Cash Advance                  | _____ | Female Showers                                  | _____ |
| Deli                          | _____ | TV Game Room                                    | _____ |
| Full Service Fuel             | _____ | Laundry   | _____ |
| Barber Shop                   | _____ | Major Repairs                                   | _____ |
| Lounge                        | _____ | Minor Repairs                                   | _____ |
| Mini Service Fuel             | _____ | Male Showers                                    | _____ |
| Motel                         | _____ |   |       |
| Permits Available             | _____ | Restaurant                                      | _____ |
| Paved Truck Parking           | _____ | Scales Available                                | _____ |
| Safe Haven                    | _____ | Truckers Store                                  | _____ |
| Self Service Fuel             | _____ | Truck Wash                                      | _____ |
| Tire Repair                   | _____ | Automatic Teller Machine                        | _____ |
| Wrecker Service               | _____ | Drop Off Box, Airborne                          | _____ |
| Alcoholic Beverage            | _____ | Drop Off Box, UPS                               | _____ |
| Public Copier                 | _____ | Public Phone                                    | _____ |
| Drop Off Box, Federal Express | _____ | Overnight Parking                               | _____ |
| Public Fax                    | _____ | Trendar (Yes/No)<br>(If yes indicate ID Number) | _____ |
| Overnight Parking Fee(s)      | _____ |   |       |
| Tire Sales                    | _____ |   |       |

---

# **EXHIBIT “J”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*,  
on behalf of itself and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., d/b/a COMDATA  
CORPORATION, *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

**DECLARATION OF ROBIN NIEMIEC IN SUPPORT OF UNOPPOSED MOTION  
FOR CLASS CERTIFICATION FOR PURPOSES OF SETTLEMENT**

1. I am a Client Services Director for Rust Consulting, Inc. ("Rust"), a firm specializing in class action notice and administration. I submit this declaration to provide the Court with information concerning Rust's qualifications in class notice and administration matters.

2. Rust is in the business of carrying out large public notice or payment projects on behalf of businesses and governmental agencies. Rust also processes claims associated with these projects, providing toll-free telephone hotlines staffed by information specialists, websites, direct mail programs, financial reporting, and other resources to assist clients and the public in connection with notice and payment projects. Rust has been in operation for more than 35 years. Rust has been appointed as class notice and/or claims administrator in many antitrust class actions.

3. Rust has provided administrative services on more than 4,500 settlements in total, including more than 225 antitrust cases.

4. Among our antitrust experience are:

- *In re: TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) (Direct and Indirect);
- *In re Korean Airlines Co., Ltd. Antitrust Litigation*, MDL No. 1891 (C.D. Cal.);
- *Sullivan v. DB Investments, Inc.*, No. 04-2819-SRC (D.N.J.) (Direct, Reseller and Indirect);
- *In Re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, MDL No. 1486, (N.D. Cal.) (Direct and Indirect);
- *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, (D.N.J.) (several settlements);
- *In re OSB Antitrust Litigation*, No. 06-cv-00826 (PD) (E.D. Pa.) (several settlements);
- *In re Publication Paper Antitrust Litigation*, No. 3:04MD1631 (SRU) (D. Conn.);
- *In Re: Urethane Antitrust Litigation*, Civil Action No. 04-MD-1616-JWL, MDL No. 1616 (D. Ks.); and
- *Sweetwater Valley Farm, Inc., et al. v. Dean Foods Company, et al.*, No. 2:07-CV-208 (E.D. Tn.).

5. Through these and other matters, Rust has developed and demonstrated the expertise to effectively execute class notice programs in antitrust class actions.

6. Rust will discharge its obligations to provide Class Notice in this case as provided in the Settlement Agreement and as approved by the Court through a combination of Long Form Notice, Publication Notice, and notice through the Settlement Website.

7. On or before the Notice Date, Rust shall send the Long Form Notice by U.S. first class mail, proper postage prepaid, to the last known address of those Settlement Class Members that can reasonably be identified (by merchant name and address) in Comdata's FMLog transaction database.

8. In addition, after the Preliminary Approval Order is issued, Rust will cause the Publication Notice to run in the NACS (National Association for Convenience and Fuel Retailing) Magazine and NATSO's weekly e-newsletter or one or more reasonably comparable industry publications if the submission deadlines for the aforementioned publications do not allow for timely issuance of the Publication Notice.

9. Rust also will establish the dedicated Settlement Website, which will include, at least, the Long Form Notice, the Claim Forms, and such other materials, in .pdf format, as would be necessary or appropriate to reasonably inform Settlement Class Members regarding the settlement.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES THAT TO THE BEST OF MY KNOWLEDGE THE FOREGOING IS TRUE AND CORRECT.

Executed on February 26, 2014, at Palm Beach Gardens, Florida.



---

Robin Niemiec