

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

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on behalf of themselves 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 ELIZABETH LEVINE IN SUPPORT OF PLAINTIFFS'
UNOPOSED MOTION FOR FINAL APPROVAL**

ELIZABETH LEVINE, states as follows:

1. I am a Project Manager at Rust Consulting, Inc. (“Rust”). Rust was appointed Settlement Administrator pursuant to ¶ 10 of the Order dated March 17, 2014 (the “Preliminary Approval Order”) [Dkt. 705] in connection with the settlement (“Settlement”) obtained in the above-titled action (the “Action”).

2. I respectfully submit this declaration in order to provide the Court with information regarding, among other things, (i) the mailing of the Notice of Class Action Settlement (the “Long Form Notice”) and Proof of Claim and Release Form (“Claim Form”); (ii) the publication of the Publication Notice; and (iii) the receipt of requests for exclusion (opt-outs), objections, and completed Claim Forms to date.

3. I am over 21 years of age and am not a party to this Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

MAILING OF THE CAFA NOTICE

4. On March 13, 2014, at the request of Defendants' Counsel, Rust caused the notice required under the Class Action Fairness Act ("CAFA") to be mailed via the United States Postal Service ("USPS") by first class mail, postage prepaid, to the United States Attorney General and all State Attorneys General. A true and correct copy of the CAFA Notice and service list, without exhibits, is attached hereto as Exhibit A.

MAILING OF THE LONG FORM NOTICE AND CLAIM FORM

5. The Court's Preliminary Approval Order required Rust to, among other things, mail the Court-approved Long Form Notice and Claim Form (together, the "Notice Packet") to prospective members of the Settlement Class. As explained further below, for members of the Settlement Class with more than one location in its chain, a Notice Packet with an appendix listing each of the individual locations in the chain was included as part of the Claim Form. Attached hereto as Exhibit B is the Notice Packet without an appendix and as Exhibit C is the Notice Packet with Claim Form that includes an appendix (listing the individual truck stop locations).

6. On or about April 7, 2014, Rust received from Econ One, Inc. ("Econ One"), an economic consulting firm that the Court appointed to assist in the Settlement Administration Process, electronic data containing allocation information for 6,866 prospective Settlement Class Members with 10,196 associated locations that were identified using Comdata's FMLog transaction database. The data from Econ One contained an address for each of the 10,196 locations.

7. In consultation with Co-Lead Class Counsel, Rust grouped the records received from Econ One into the following three groups for purposes of mailing the Notice Packets:

- Group 1: Prospective Settlement Class Members with only one eligible location;
- Group 2: Prospective Settlement Class Members with 2 to 29 eligible locations in their chains; and
- Group 3: Prospective Settlement Class Members with 30 or more locations.

8. For the entities in Group 3, which included the 21 largest prospective Settlement Class Members, Rust received from Comdata (through Co-Lead Class Counsel) specific addresses to be used for mailing the Notice Packet to those locations.

9. Each of the Groups received Notice Packets in accordance with the below:

- Rust sent prospective Settlement Class Members in Group 1 a Notice Packet without an appendix (Exhibit B).
- Rust sent prospective Settlement Class Members in Group 2 a Notice Packet with an appendix (Exhibit C) to each location in the Settlement Class Member's chain. For example, Rust sent a prospective Settlement Class Member with two locations the same Notice Packet to each location. However, such entities were informed that they only needed to submit one Claim Form covering all locations listed in the appendix.
- Rust sent prospective Settlement Class Members in Group 3 a Notice Packet with an appendix (Exhibit C) to each of their corporate headquarters, using addresses Comdata provided through Co-Lead Class Counsel.

10. Rust entered the data referenced above into a database (the “Rust Mailing Database”) to be used for mailing the Notice Packet to prospective Settlement Class Members, resulting in 8,711 records for mailing.

11. On April 14, 2014, pursuant to ¶ 8 a. of the Preliminary Approval Order, Rust caused the Notice Packets to be mailed via the USPS by first class mail, postage prepaid, to the 8,711 names and addresses in the Rust Mailing Database.

12. Rust leases and maintains a Post Office Box (P.O. Box 1764, Faribault, MN 55021-1764) for the receipt of all undeliverable mail and written communications necessary to administer the Settlement.

13. As of June 13, 2014, the USPS had returned 1,917 Notice Packets as undeliverable *without* forwarding addresses. Of these, Rust was able to locate 52 forwarding addresses, through an information supplier to which Rust subscribes, and Notice Packets were promptly mailed to these prospective Settlement Class Members at the updated addresses.

14. As of June 13, 2014, the USPS had returned 12 Notice Packets *with* forwarding addresses, which Rust promptly re-mailed to the prospective Settlement Class Members at the updated addresses.

15. Ultimately, despite Rust’s reasonable efforts to obtain updated addresses and re-mail Notice Packets as outlined in paragraphs 13 and 14 above, 1,849 of the Notice Packets were undeliverable.

16. Through June 13, 2014, an aggregate of 8,881 Notice Packets had been mailed, pursuant to the Preliminary Approval Order.

PUBLICATION OF THE PUBLICATION NOTICE

17. Pursuant to ¶ 8 b. of the Preliminary Approval Order, Rust caused the Publication Notice to be published in the May 2014 *NACS Magazine*. *NACS Magazine* was selected because it features content that focuses on business trends, best practices, market research and legislative issues affecting the convenience store and fuel retailing industry. Every issue is also available via an online digital version and mobile app, resulting in an average contact of 28,631 recipients. Attached hereto as Exhibit D is a true and correct copy of the Publication Notice published in *NACS Magazine*.

18. Rust also caused a tile ad to appear on the National Association of Truck Stop Operators (“*NATSO*”) website on April 14, 2014 which, when clicked, directed the viewer to the settlement website, which is described below. The tile ad also appeared in the weekly newsletter emailed to *NATSO* subscribers. Attached hereto as Exhibit E is a true and correct copy of the tile ad which appeared on the *NATSO* website.

THE SETTLEMENT WEBSITE

19. Rust established and maintains a website, www.TruckStopAntitrustSettlement.com (the “Website”), that enables Settlement Class Members and the public to obtain information about the Settlement and to access important documents related to the Settlement. Specifically, the Website contains a listing of the deadlines for objecting to the Settlement, requesting exclusion from the Settlement Class and filing a Claim Form, as well as contact information and the date, time and location of the Court’s Final Approval Hearing.

20. The Website also contains “links” to the Long Form Notice, Claim Form, and important Court documents, including the Preliminary Approval Order and Settlement

Agreement. The “links” permit any person, including potential Settlement Class Members with internet access, to view, download, and print a copy of the Notice Packet, as well as electronically submit a Claim Form, thereby providing potential Settlement Class Members with information about the Settlement at their convenience. The Website was made available to the public on April 11, 2014 and, as of June 13, 2014, the Website has been visited at least 30,942 times. Please note that one individual may have visited the site multiple times. A screen shot of the website homepage is attached hereto as Exhibit F. The Website continues to operate today and will stay “live” through the Claims Administration process.

TOLL-FREE TELEPHONE HOTLINE

21. Rust also established a toll-free telephone hotline (888-334-6148) that became operational on April 11, 2014. Settlement Class Members calling the hotline are connected to a live operator for assistance during normal business hours or can leave a message after business hours. As of June 13, 2014, Rust has received 978 calls. All messages to the toll-free telephone hotline have been responded to in a timely manner.

REPORT ON REQUESTS FOR EXCLUSION, OBJECTIONS AND CLAIM FORMS RECEIVED TO DATE

22. Pursuant to ¶ 13 of the Preliminary Approval Order, Requests for Exclusion were required to be mailed to the Settlement Administrator postmarked no later than May 27, 2014. As of June 13, 2014, Rust has not received any Requests for Exclusion.

23. Pursuant to ¶ 18 of the Preliminary Approval Order, objections to the Settlement were required to be filed with the Court and delivered to the Settlement Administrator on or before May 27, 2014. As of June 13, 2014—over two weeks after the deadline—Rust has not received any objections to the Settlement.

24. Pursuant to ¶ 28 f. of the Preliminary Approval Order, Claim Forms were required to be submitted on or before June 5, 2014. As of June 13, 2014, Rust has received 2,284 timely Claim Forms and four (4) late Claim Forms, reflecting 33% of all Settlement Class Members. The amount of overcharges claimed on the timely Claim Forms totals to 62.098% of the overcharges incurred by the Settlement Class ("Claims Rate"). Included in the 2,284 timely Claim Forms are five (5) claims from Hess Corporation, two (2) of which have actually been filed, with the remaining three to be filed shortly. Co-Lead Class Counsel has instructed Rust to consider timely due to the fact that the managing director for The Claro Group, LLC, which serves as a consultant for Hess in this matter, was in contact with the Settlement Administrator prior to the filing deadline and due to circumstances beyond its control has not been able to finalize its claims for submission as of June 5, 2014. Even if the three (3) remaining Hess claims are not considered, the Claims Rate would be 62.095%.

25. As it processes Claim Forms, Rust is contacting Settlement Class Members in the event any questions arise.

26. I declare under penalty of perjury that the foregoing statements are true and correct.

Executed this 16th day of June, 2014 in Palm Beach Gardens, Florida.



Elizabeth Levine

EXHIBIT A

March 13, 2014

Via U.S.P.S. Priority Certified Mail

«Name1»

«Name2»

«Address1»

«Address2»

«Address3»

«City», «St» «Zip»

***Re: Marchbanks Truck Service, Inc. et al. v. Comdata Network, Inc. et al.,
Civil Action No. 07-1078-JKG-HSP (Consolidated Case) (E.D. Pa.)***

Dear Sir or Madam:

Rust Consulting, Inc., settlement administrator, on behalf of (1) Comdata Network, Inc. d/b/a Comdata Corporation n/k/a Comdata Inc. (2) Ceridian Corporation n/k/a Ceridian LLC; (3) Pilot Travel Centers LLC and Pilot Corporation; (4) 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 (5) Love's Travel Stops & Country Stores, Inc., the Defendants in the above-referenced action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of a proposed class action settlement between the above-referenced Defendants and the Plaintiffs in the above-referenced action. Please take notice of the following items of information and enclosed materials, which are provided to you pursuant to 28 U.S.C. § 1715(b).

Plaintiffs filed a motion with the United States District Court for the Eastern District of Pennsylvania on March 4, 2014, requesting preliminary approval of the proposed settlement. The Court has not granted preliminary approval of the proposed settlement yet, nor has it scheduled a hearing for final approval of the settlement. A hearing on the motion for preliminary approval has been scheduled for March 14, 2014 at 2:00 p.m. before the Honorable James Knoll Gardner.

As part of this notice, please find copies of the following documents associated with this action on the enclosed CD:

1. The initial Consolidated Amended Complaint and subsequent amendments filed in this matter;
2. The proposed Settlement Agreement among the parties, which includes the proposed Claim Form (Exhibit “A”), the Long Form Notice (Exhibit “D”) that will be mailed to the class, and the proposed Publication Notice (Exhibit “G”);
3. A copy of Plaintiffs’ motion for preliminary approval of the settlement, including all supporting documents; and
4. The names of class members that reside in each state and the estimated proportionate share of the settlement for class members in each state. For purposes of this notice, a class member was deemed a resident of each state in which it has at least one location.

There are no contemporaneous agreements between Plaintiffs’ Class Counsel and counsel for Defendants with respect to the proposed settlement, other than the enclosed Settlement Agreement. At this time, there has been no final judgment or notice of dismissal, and there are no written judicial opinions relating to the matters detailed in this notice.

If you have questions about this notice, the settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

/s/ Dan Coggeshall

Senior Project Administrator
Rust Consulting, Inc.
625 Marquette Ave., Suite 880
Minneapolis, MN 55402-2469
Phone: (612) 359-2000
Facsimile: (612) 359-2050

Enclosure



CAFA SERVICE LIST

<p>LUTHER STRANGE ALABAMA ATTORNEY GENERAL PO BOX 300152 501 WASHINGTON AVE MONTGOMERY, AL 36130-0152</p>	<p>MICHAEL GERAGHTY ALASKA ATTORNEY GENERAL PO BOX 110300 DIAMOND COURTHOUSE JUNEAU, AK 99811-0300</p>
<p>TOM HORNE ARIZONA ATTORNEY GENERAL 1275 W WASHINGTON ST PHOENIX, AZ 85007-2926</p>	<p>DUSTIN MCDANIEL ARKANSAS ATTORNEY GENERAL 323 CENTER ST 200 TOWER BLDG LITTLE ROCK, AR 72201-2610</p>
<p>CAFA COORDINATOR OFFICE OF THE ATTORNEY GENERAL CONSUMER LAW SECTION 110 WEST A STREET SUITE 1100 SAN DIEGO, CA 92186-5266</p>	<p>JOHN SUTHERS COLORADO ATTORNEY GENERAL 1300 BROADWAY 10TH FLOOR DENVER, CO 80203</p>
<p>GEORGE JEPSEN CONNECTICUT ATTORNEY GENERAL 55 ELM ST HARTFORD, CT 06141-0120</p>	<p>IRVIN NATHAN DISTRICT OF COLUMBIA ACTING ATTORNEY GENERAL 1350 PA AVE NW SUITE 409 JOHN A WILSON BUILDING WASHINGTON, DC 20009</p>
<p>JOSEPH "BEAU" BIDEN III DELAWARE ATTORNEY GENERAL 820 N FRENCH ST CARVEL STATE OFFICE BLDG WILMINGTON, DE 19801</p>	<p>PAM BONDI FLORIDA ATTORNEY GENERAL PL 01 THE CAPITOL TALLAHASSEE, FL 32399-1050</p>
<p>SAM OLENS GEORGIA ATTORNEY GENERAL 40 CAPITOL SQUARE SW ATLANTA, GA 30334-1300</p>	<p>DAVID LOUIE HAWAII ATTORNEY GENERAL 425 QUEEN ST HONOLULU, HI 96813</p>
<p>LAWRENCE WASDEN IDAHO ATTORNEY GENERAL PO BOX 83720 700 W JEFFERSON ST BOISE, ID 83720-0010</p>	<p>LISA MADIGAN ILLINOIS ATTORNEY GENERAL 100 W RANDOLPH ST JAMES R THOMPSON CTR CHICAGO, IL 60601</p>
<p>GREG ZOELLER INDIANA ATTORNEY GENERAL 302 WEST WASHINGTON STREET INDIANA GOVERNMENT CENTER SOUTH 5TH FLOOR INDIANAPOLIS, IN 46204</p>	<p>TOM MILLER IOWA ATTORNEY GENERAL 1305 E WALNUT HOOVER STATE OFFICE BLDG DES MOINES, IA 50319</p>

<p>DEREK SCHMIDT KANSAS ATTORNEY GENERAL 120 SW TENTH AVE 2ND FLOOR TOPEKA, KS 66612-1597</p>	<p>JACK CONWAY KENTUCKY ATTORNEY GENERAL 700 CAPITOL AVENUE CAPITOL BUILDING SUITE 118 FRANKFORT, KY 40601</p>
<p>JAMES D. CALDWELL LOUISIANA ATTORNEY GENERAL PO BOX 94005 BATON ROUGE, LA 70804-4095</p>	<p>JANET T MILLS MAINE ATTORNEY GENERAL STATE HOUSE STATION 6 AUGUSTA, ME 4333</p>
<p>DOUGLAS F GANSLER MARYLAND ATTORNEY GENERAL 200 SAINT PAUL PLACE BALTIMORE, MD 21202-2202</p>	<p>MARTHA COAKLEY MASSACHUSETTS ATTORNEY GENERAL 1 ASHBURTON PLACE BOSTON, MA 02108-1698</p>
<p>BILL SCHUETTE MICHIGAN ATTORNEY GENERAL PO BOX 30212 525 WEST OTTAWA STREET G. MENNEN WILLIAMS BUILDING 7TH FLOOR LANSING, MI 48909-0212</p>	<p>LORI SWANSON MINNESOTA ATTORNEY GENERAL 445 MINNESOTA STREET 1400 BREMER TOWER SAINT PAUL, MN 55101-2131</p>
<p>JIM HOOD MISSISSIPPI ATTORNEY GENERAL 550 HIGH STREET SUITE 1200 WALTER SILLERS BLDG JACKSON, MS 39201-1111</p>	<p>CHRIS KOSTER MISSOURI ATTORNEY GENERAL PO BOX 899 207 W HIGH ST JEFFERSON CITY, MO 65102</p>
<p>TIM FOX MONTANA ATTORNEY GENERAL P.O. BOX 201401 DEPARTMENT OF JUSTICE HELENA, MT 59620-1401</p>	<p>JON BRUNING NEBRASKA ATTORNEY GENERAL 2115 STATE CAPITOL LINCOLN, NE 68509</p>
<p>CATHERINE CORTEZ MASTO NEVADA ATTORNEY GENERAL 100 N CARSON ST OLD SUPREME CT BLDG CARSON CITY, NV 89701-4717</p>	<p>MICHAEL DELANEY NEW HAMPSHIRE ATTORNEY GENERAL 33 CAPITOL ST STATE HOUSE ANNEX CONCORD, NH 03301-6397</p>
<p>JEFFREY S CHIESA NEW JERSEY ATTORNEY GENERAL PO BOX 080 25 MARKET ST RICHARD J HUGHES JUSTICE COMPLEX TRENTON, NJ 8625</p>	<p>GARY KING NEW MEXICO ATTORNEY GENERAL POST OFFICE DRAWER 1508 SANTA FE, NM 87504-1508</p>

<p>ERIC SCHNEIDERMAN NEW YORK ATTORNEY GENERAL THE CAPITOL 2ND FL DEPT OF LAW ALBANY, NY 12224</p>	<p>ROY COOPER NORTH CAROLINA ATTORNEY GENERAL 9001 MAIL SERVICE CENTER RALEIGH, NC 27699-9001</p>
<p>WAYNE STENEHJEM NORTH DAKOTA ATTORNEY GENERAL 600 E BOULEVARD AVE STATE CAPITOL BISMARCK, ND 58505-0040</p>	<p>MIKE DEWINE OHIO ATTORNEY GENERAL 30 E BROAD ST STATE OFFICE TOWER COLUMBUS, OH 43266-4320</p>
<p>SCOTT PRUITT OKLAHOMA ATTORNEY GENERAL 313 NE 21ST STREET OKLAHOMA CITY, OK 73105-4801</p>	<p>ELLEN F ROSENBLUM OREGON ATTORNEY GENERAL 1162 COURT ST NE JUSTICE BLDG SALEM, OR 97301-4096</p>
<p>KATHLEEN KANE PENNSYLVANIA ATTORNEY GENERAL 1600 STRAWBERRY SQUARE HARRISBURG, PA 17120-0048</p>	<p>PETER KILMARTIN RHODE ISLAND ATTORNEY GENERAL 150 S MAIN ST PROVIDENCE, RI 02903-2907</p>
<p>ALAN WILSON SOUTH CAROLINA ATTORNEY GENERAL PO BOX 11549 COLUMBIA, SC 29211-1549</p>	<p>MARTY J JACKLEY SOUTH DAKOTA ATTORNEY GENERAL 1302 E HIGHWAY 14 STE 1 PIERRE, SD 57501-8501</p>
<p>ROBERT E COOPER JR TENNESSEE ATTORNEY GENERAL PO BOX 20207 NASHVILLE, TN 37202-0207</p>	<p>GREG ABBOTT TEXAS ATTORNEY GENERAL PO BOX 12548 CAPITOL STATION AUSTIN, TX 78711-2548</p>
<p>JOHN SWALLOW UTAH ATTORNEY GENERAL STATE CAPITOL ROOM 236 SALT LAKE CITY, UT 84114-2320</p>	<p>WILLIAM H SORRELL VERMONT ATTORNEY GENERAL 109 STATE ST MONTPELIER, VT 05609-1001</p>
<p>KEN CUCCINELLI VIRGINIA ATTORNEY GENERAL 900 E MAIN ST RICHMOND, VA 23219-3548</p>	<p>BOB FERGUSON WASHINGTON ATTORNEY GENERAL PO BOX 40100 1125 WASHINGTON ST SE OLYMPIA, WA 98504-0100</p>

<p>PATRICK MORRISEY WEST VIRGINIA ATTORNEY GENERAL 1900 KANAWHA BLVD E STATE CAPITOL CHARLESTON, WV 25305</p>	<p>J B VAN HOLLEN WISCONSIN ATTORNEY GENERAL PO BOX 7857 STATE CAPITOL STE 114 E MADISON, WI 53707-7857</p>
<p>GREG PHILLIPS WYOMING ATTORNEY GENERAL 200 W 24TH ST 123 CAPITOL BLDG CHEYENNE, WY 82002-0001</p>	<p>ERIC HOLDER UNITED STATES OFFICE OF THE ATTORNEY GENERAL 950 PENNSYLVANIA AVE NW U.S. DEPT OF JUSTICE WASHINGTON, DC 20530-0009</p>

EXHIBIT B

IMPORTANT LEGAL MATERIALS



<<NAME 1>>
<<NAME 2>>
<<ADDRESS 1>>
<<ADDRESS 2>>
<<CITY>> <<STATE>> <<ZIP>>
<<COUNTRY>>

FOR OFFICIAL USE ONLY

01

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____

MARCHBANKS ANTITRUST LITIGATION PROOF OF CLAIM AND RELEASE

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

(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: _____ Truck Stop Code and/or Chain Code: _____
(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 March 17, 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 Transactions¹ during the Settlement Class Period² and defendants (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 Defendants"), (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 Defendants"), 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) the TA Defendants, the Pilot Defendants and Love's. The notice of class action settlement ("Settlement Notice"), dated March 17, 2014, which accompanies this document, summarizes both the litigation and the terms

¹ "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. The definition of any capitalized terms not defined herein can be found in the Settlement Agreement.

² 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, the PilotPilot 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 at ¶ 2.





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, Marchbanks Antitrust Litigation, c/o Rust Consulting, Inc., P.O. Box 1764, Faribault, MN 55021-1764 postmarked no later than June 5, 2014.** 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 Settlement 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 March 17, 2014, 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.



- <<SEQ>>

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

For the period of March 1, 2003 to March 17, 2014, 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: <<estNumEligTrans>>
- Estimated Total Amount of those Transactions: \$<<estValueofTrans>>
- Estimated Fees on those Transactions: \$<<estFees>>

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 the 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:

<<prorataShare>>% for a total of \$<<estimatedAward>>

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 March 17, 2014, 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 March 17, 2014 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 YOUR 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 March 17, 2014.



Specifically, please provide monthly transactional data from March 1, 2003 through March 17, 2014 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 of the Settlement Agreement, 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 the Settlement Agreement, in which case such claims (except to the extent they relate to any breach of the 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 the 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.



- <<SEQ>>

- 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.
1. **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.
 2. **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.
 3. **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.
 4. **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.
 5. **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.
- d. **Reservation of Claims.** The 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.

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 Claimant Identification (Part I) and sign the Verification/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 June 5, 2014.

* * *

* * *

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
Website: www.truckstopantitrustsettlement.com
Toll-free: 1-888-334-6148

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 facilities 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, et al.*, No. 07-1078-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 May 27, 2014.
- 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 Facilities 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 March 17, 2014 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 (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 and/or can be obtained by calling 1-888-334-6148. 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 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOU MUST COMPLETE AND RETURN A CLAIM FORM IN ORDER TO OBTAIN A SHARE OF THE SETTLEMENT	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 www.truckstopantitrustsettlement.com or by calling 1-888-334-6148. 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.
YOU DO NOT NEED TO PRESERVE DATA OR INFORMATION TO MAKE A CLAIM	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.
YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT	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.
YOU MAY OBJECT	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"> • Write to the Court to say why you disagree, and/or • 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.
DEADLINES	<i>See</i> pages 10-14 for more information about rights and options and all deadlines.
GETTING MORE INFORMATION	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 (www.truckstopantitrustsettlement.com) 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.

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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. 07-1078-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 March 17, 2014 and, therefore, you may be a member of the Settlement 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 à 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 the Settlement Class 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.

The Defendants deny all of these allegations, including that any Plaintiff or member of the Settlement Class 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.

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 members of the Settlement Class 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 Class Representatives 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 member of the Settlement Class 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 March 17, 2014. Excluded from the Settlement Class are 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.

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

Call Toll-Free: 1-888-334-6148

Visit: 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

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 the 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/or 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), 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 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; and
- 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. 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 or by calling 1-888-334-6148. In order to receive a payment, you must submit a Claim Form by the deadline to submit claims set by the Court: June 5, 2014.

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 between March 1, 2003 and March 17, 2014, 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 member of the Settlement Class 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 each member of the Settlement Class 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.

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 **June 5, 2014**, the deadline set by the Court, or you can file online at www.truckstopantitrustsettlement.com. 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 or by calling 1-888-334-6148.

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 March 17, 2014. The full text of the releases is set forth in the Settlement Agreement.

Remember, the exclusion deadline is **May 27, 2014**.

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 May 27, 2014. 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, et al.*, No. 07-1078-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 1764 Faribault, MN 55021-1764. Your letter requesting exclusion **must be postmarked** no later than **May 27, 2014**.

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 Settlement 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, et al.*, No. 07-1078-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: United States District Court for the Eastern District of Pennsylvania, Clerk of Court, 601 Market Street, Philadelphia, PA 19106.

You must also send a copy of your statement of objections and any supporting brief to the Settlement Administrator via fax, email, or U.S. Mail at the following address:

Settlement Administrator
Marchbanks Antitrust Litigation
c/o Rust Consulting, Inc.
P.O. Box 1764
Faribault, MN 55021-1764
Toll Free: 1-888-334-6148
Fax: 1-866-708-0919

Email: info@truckstopantitrustsettlement.com

Your Statement of Objections must be **received by** the Court and the Settlement Administrator, **no later than May 27, 2014.**

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 Avenue 22nd Floor New York, NY 10010 (212) 849-7000 www.quinnemanuel.com	Eric B. Fastiff Dean Harvey Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, Suite 3000 San Francisco, CA 94111 (415) 956-1000 www.lieffcabraser.com
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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 the Settlement Administrator.

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., and \$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 May 5, 2014, on 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 Settlement 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 **9:30 am on July 14, 2014**, 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.

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, et al.*, No. 07-1078-JKG (E.D. Pa.) (Consolidated Case)" to the following address: United States District Court for the Eastern District of Pennsylvania, Clerk of Court, 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 May 27, 2014**. You must also mail a copy of your letter to the Settlement Administrator at the address listed in Question 16 so that the copy is **received by** the Settlement Administrator **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 **June 5, 2014**.

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, 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.

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

DATED: March 17, 2014

BY THE COURT

/s/ _____
Honorable James Knoll Gardner
United States District Judge

EXHIBIT C

IMPORTANT LEGAL MATERIALS



<<NAME1>>
<<NAME2>>
<<ADDRESS1>>
<<ADDRESS2>>
<<CITY>> <<STATE>> <<ZIP>>
<<COUNTRY>>

FOR OFFICIAL USE ONLY

02

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____

MARCHBANKS ANTITRUST LITIGATION PROOF OF CLAIM AND RELEASE

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

(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)

Please Note: For Settlement Class Members with more than one location, this Claim Form and Release includes an appendix (Appendix A) identifying all entities and locations with eligible transactions, which transactions are included in the estimate of your transaction fees paid for processing of Comdata Proprietary Transactions and initial estimate of your pro rata share of the Net Settlement Fund set forth below. By signing the verification and release below, you will release all claims on behalf of the entities and locations listed in Appendix A. Copies of the Notice and Proof of Claim and Release may have been mailed to all of the entities listed in Appendix A. However, only one Proof of Claim and Release should be completed and submitted for any Settlement Class Members with more than one location.

PART 1: CLAIMANT IDENTIFICATION

Employer Tax Identification Number: _____ Truck Stop Code and/or Chain Code: _____
(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 March 17, 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 Transactions¹ during the Settlement Class Period² and defendants (a) Comdata Network, Inc. n/k/a Comdata Inc. ("Comdata"), (b) Ceridian Corporation n/k/a Ceridian LLC ("Ceridian"), (c) Pilot Travel Centers LLC

¹ "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. The definition of any capitalized terms not defined herein can be found in the Settlement Agreement.

² 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, the PilotPilot 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 at ¶ 2.





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and Pilot Corporation (collectively “Pilot Defendants”), (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 Defendants”), 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) the TA Defendants, the Pilot Defendants and Love’s. The notice of class action settlement (“Settlement Notice”), dated March 17, 2014, 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, Marchbanks Antitrust Litigation, c/o Rust Consulting, Inc., P.O. Box 1764, Faribault, MN 55021-1764 postmarked no later than June 5, 2014.** 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 Settlement 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 March 17, 2014, 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 March 17, 2014, 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:** $\langle\langle\text{estNumEligTrans}\rangle\rangle$
- **Estimated Total Amount of those Transactions:** \$ $\langle\langle\text{estValueofTrans}\rangle\rangle$
- **Estimated Fees on those Transactions:** \$ $\langle\langle\text{estFees}\rangle\rangle$

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

Please Note: For Settlement Class Members with more than one location, this Claim Form and Release includes an appendix (Appendix A) identifying all entities and locations with eligible transactions, which transactions are included in the estimate above. Copies of the Notice and Proof of Claim and Release may have been mailed to all of the entities listed in Appendix A. However, only one Proof of Claim and Release should be completed and submitted for any Settlement Class Members with more than one location.

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:

$\langle\langle\text{prorataShare}\rangle\rangle\%$ for a total of \$ $\langle\langle\text{estimatedAward}\rangle\rangle$

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.

Please Note: For Settlement Class Members with more than one location, this Claim Form and Release includes an appendix (Appendix A) identifying all entities and locations with eligible transactions, which transactions are included in the estimate above. Copies of the Notice and Proof of Claim and Release may have been mailed to all of the entities listed in Appendix A. However, only one Proof of Claim and Release should be completed and submitted for any Settlement Class Members with more than one location.

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 March 17, 2014, 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 March 17, 2014 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 YOUR 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 March 17, 2014.

Specifically, please provide monthly transactional data from March 1, 2003 through March 17, 2014 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 of the Settlement Agreement, 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 the Settlement Agreement, in which case such claims (except to the extent they relate to any breach of the 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 the 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.
1. **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.
 2. **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.
 3. **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.
 4. **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.
 5. **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.
- d. **Reservation of Claims.** The 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.

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)

By checking this box, I declare under penalty of perjury under the laws of the United States of America that I am authorized to execute this Claim Form and Release on behalf of all of the entities listed in Appendix A to the Claim Form and Release.

**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 Claimant Identification (Part I) and sign the Verification/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 June 5, 2014.

* * *

* * *

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
Website: www.truckstopantitrustsettlement.com
Toll-free: 1-888-334-6148

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 facilities 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, et al.*, No. 07-1078-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 May 27, 2014.
- 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 Facilities 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 March 17, 2014 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 (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 and/or can be obtained by calling 1-888-334-6148. 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 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOU MUST COMPLETE AND RETURN A CLAIM FORM IN ORDER TO OBTAIN A SHARE OF THE SETTLEMENT	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 www.truckstopantitrustsettlement.com or by calling 1-888-334-6148. 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.
YOU DO NOT NEED TO PRESERVE DATA OR INFORMATION TO MAKE A CLAIM	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.
YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT	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.
YOU MAY OBJECT	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"> • Write to the Court to say why you disagree, and/or • 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.
DEADLINES	<i>See</i> pages 10-14 for more information about rights and options and all deadlines.
GETTING MORE INFORMATION	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 (www.truckstopantitrustsettlement.com) 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.

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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. 07-1078-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 March 17, 2014 and, therefore, you may be a member of the Settlement 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 à 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 the Settlement Class 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.

The Defendants deny all of these allegations, including that any Plaintiff or member of the Settlement Class 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.

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 members of the Settlement Class 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 Class Representatives 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 member of the Settlement Class 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 March 17, 2014. Excluded from the Settlement Class are 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.

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

Call Toll-Free: 1-888-334-6148

Visit: 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

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 the 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/or 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), 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 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; and
- 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. 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 or by calling 1-888-334-6148. In order to receive a payment, you must submit a Claim Form by the deadline to submit claims set by the Court: June 5, 2014.

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 between March 1, 2003 and March 17, 2014, 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 member of the Settlement Class 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 each member of the Settlement Class 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.

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 **June 5, 2014**, the deadline set by the Court, or you can file online at www.truckstopantitrustsettlement.com. 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 or by calling 1-888-334-6148.

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 March 17, 2014. The full text of the releases is set forth in the Settlement Agreement.

Remember, the exclusion deadline is **May 27, 2014**.

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 May 27, 2014. 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, et al.*, No. 07-1078-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 1764 Faribault, MN 55021-1764. Your letter requesting exclusion **must be postmarked** no later than **May 27, 2014**.

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 Settlement 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, et al.*, No. 07-1078-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: United States District Court for the Eastern District of Pennsylvania, Clerk of Court, 601 Market Street, Philadelphia, PA 19106.

You must also send a copy of your statement of objections and any supporting brief to the Settlement Administrator via fax, email, or U.S. Mail at the following address:

Settlement Administrator
Marchbanks Antitrust Litigation
c/o Rust Consulting, Inc.
P.O. Box 1764
Faribault, MN 55021-1764
Toll Free: 1-888-334-6148
Fax: 1-866-708-0919

Email: info@truckstopantitrustsettlement.com

Your Statement of Objections must be **received by** the Court and the Settlement Administrator, **no later than May 27, 2014.**

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 Avenue
22nd Floor
New York, NY 10010
(212) 849-7000
www.quinnemanuel.com

Eric B. Fastiff
Dean Harvey
Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 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 the Settlement Administrator.

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., and \$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 May 5, 2014, on 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 Settlement 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 **9:30 am on July 14, 2014**, 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.

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, et al.*, No. 07-1078-JKG (E.D. Pa.) (Consolidated Case)" to the following address: United States District Court for the Eastern District of Pennsylvania, Clerk of Court, 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 May 27, 2014**. You must also mail a copy of your letter to the Settlement Administrator at the address listed in Question 16 so that the copy is **received by** the Settlement Administrator **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 **June 5, 2014**.

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, 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.

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

DATED: March 17, 2014

BY THE COURT

/s/ _____
Honorable James Knoll Gardner
United States District Judge

EXHIBIT D

AGE VERIFICATION

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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 March 17, 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 file a Claim Form by **June 5, 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. For more information on how to file a claim and how your claims will be calculated, visit 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 **May 27, 2014**. If you stay in the Settlement Class, you may object to the Settlement by **May 27, 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 **July 14, 2014 at 9:30 a.m.** 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:

Toll-free: 1-888-334-6148

or Visit: www.TruckStopAntitrustSettlement.com

EXHIBIT E

Legal Notice by the Claims Administrator for the Comdata Settlement

**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

EXHIBIT F

Marchbanks Truck Service, Inc., et al. v. Comdata Network, Inc., et al.

AAA

Welcome

If you are a Truck Stop or Retail Fueling Facility that paid percentage-based transaction fees on Comdata Proprietary Card Transactions between March 1, 2003 and March 17, 2014, you may be eligible for a payment and other benefits.

CLASS ACTION LAWSUIT

Last Updated: 6/09/2014

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Adobe Reader is free and is required to view and print documents on this site.

Important Dates	
Objection Deadline	Has passed.
Exclusion Deadline	Has passed.
Claim Filing Deadline	The deadline to file a claim passed on June 5, 2014, however, if you still wish to file a claim, you should do so as soon as possible. Your claim will be marked as "late" and ultimately the court will decide whether or not to accept it as eligible for payment.
Final Approval Hearing	July 14, 2014

WHAT IS THIS LITIGATION ABOUT?

Certain capitalized terms found on this website are defined in the Settlement Agreement at pages 7-20. The Settlement Agreement can be found in the Court Documents section of this website or by clicking this [link](#).

This is a class action lawsuit brought on behalf of Truck Stops and Retail Fueling Facilities that paid percentage-based transaction fees on Comdata Proprietary Card Transactions between March 1, 2003 and March 17, 2014 brought by 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 "Class Representatives" or "Plaintiffs") against (a) Comdata Network, Inc. n/k/a Comdata Inc. ("Comdata"), (b) Ceridian Corporation n/k/a Ceridian LLC ("Ceridian"), (c) Pilot TravelCenters LLC and Pilot Corporation (the "Pilot Defendants"), (d) Travel Centers 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. (the "TA Defendants"), and (e) Love's Travel Stops & Country Stores, Inc. ("Love's")(collectively, the "Defendants")

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 à 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 in the Court Documents section of this website or by clicking this [link](#).

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.

WHO IS INCLUDED IN THE CLASS?

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 March 17, 2014. Excluded from the Settlement Class are 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.

WHAT DOES THE SETTLEMENT PROVIDE?

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

In Summary, 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 above and which file valid claims that meet the criteria outlined in the Plan of Administration and Distribution described in [Frequently Asked Question 8 "HOW MUCH WILL MY PAYMENT BE?"](#). 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 in [Frequently Asked Question 8](#) and as approved by the Court. The money in the Settlement Fund will only be distributed if the Court finally approves the settlement. In addition, Comdata has agreed as part of the settlement to provide certain prospective relief as described in detail in [Frequently Asked Question 6 Class Members that do not exclude themselves from the Settlement Class](#).

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