

IMPORTANT LEGAL MATERIALS



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<input type="checkbox"/>	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:
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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.



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.



- 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