

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>YOU MUST COMPLETE AND RETURN A CLAIM FORM IN ORDER TO OBTAIN A SHARE OF THE SETTLEMENT</b>	To retain your right to seek a share of the settlement with the Defendants, you must complete, sign and return a Claim Form. A Claim Form is being mailed to all members of the Settlement Class with this Notice and can also be obtained at <a href="http://www.truckstopantitrustsettlement.com">www.truckstopantitrustsettlement.com</a> or by calling 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.
<b>YOU DO NOT NEED TO PRESERVE DATA OR INFORMATION TO MAKE A CLAIM</b>	The proposed Plan of Administration and Distribution provides for the Settlement Administrator to determine each Claimant's share of the Net Settlement Fund using transactional data provided by Comdata. You will only need to preserve data or information if you want to challenge the information relied upon by the Settlement Administrator to compute your share of the settlement.
<b>YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you exclude yourself from the settlement by following the procedure described below, you will <i>not</i> get a payment from this settlement and will not be eligible for the Prospective Relief applicable to Settlement Class Members and described in the Settlement Agreement. Excluding yourself is the only way you may bring a separate case, at your own expense, against any of the Defendants for claims arising out of the facts alleged in this matter.
<b>YOU MAY OBJECT</b>	If you do not agree with any part of this settlement, the requested award of attorneys' fees, requested expense and cost reimbursement, requested Plaintiffs' service awards, or any or all of the above, you may: <ul style="list-style-type: none"><li>• Write to the Court to say why you disagree, and/or</li><li>• Ask to speak at the Court hearing about either the fairness of this settlement or about the requested attorneys' fees, cost reimbursement, or Plaintiffs' service awards.</li></ul>
<b>DEADLINES</b>	See pages 10-14 for more information about rights and options and all deadlines.
<b>GETTING MORE INFORMATION</b>	If you would like to obtain more information about the settlement, you can send questions to the lawyers identified in this Notice, visit the website established for information relating to this case ( <a href="http://www.truckstopantitrustsettlement.com">www.truckstopantitrustsettlement.com</a> ) and/or ask to attend the hearing at which the Court will evaluate the settlement.

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

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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](http://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](http://www.truckstopantitrustsettlement.com).

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

- The number of 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](http://www.truckstopantitrustsettlement.com)

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

Faribault, MN 55021-1764

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

## THE SETTLEMENT BENEFITS—WHAT YOU GET

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

The terms of the settlement, which is subject to final approval by the Court, are set forth in 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](http://www.truckstopantitrustsettlement.com)), and they include Comdata's agreement:

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

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

Along with this Notice, you should have received a Claim Form allowing you to submit a claim for a *pro rata* share of the Net Settlement Fund. If not, sample Claim Forms are also available at [www.truckstopantitrustsettlement.com](http://www.truckstopantitrustsettlement.com) or by calling 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](http://www.truckstopantitrustsettlement.com).

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

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

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

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

In order to receive a payment from the Net Settlement Fund, you must complete, sign and return a Claim Form by **June 5, 2014**, the deadline set by the Court, or you can file online at [www.truckstopantitrustsettlement.com](http://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](http://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](mailto: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](http://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](http://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](http://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](http://www.truckstopantitrustsettlement.com), as well as at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement with the Defendants. You may attend and, if you have not excluded yourself from the 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](http://www.truckstopantitrustsettlement.com).

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

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

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must mail a "Notice of Intention to Appear in *Marchbanks Truck Service, Inc. d/b/a Bear Mountain Truck Stop, et al. v. Comdata Network, Inc. d/b/a Comdata Corporation, 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](http://www.truckstopantitrustsettlement.com), which will also have the complete Settlement Agreement, including all attachments, and other documents related to this lawsuit. This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 and can be accessed during normal business hours.

**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