

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FLEETCOR TECHNOLOGIES, INC.,
et al.,

Defendants.

Civil Action No. 1:19-cv-5727-AT

**PLAINTIFF’S MOTION TO STAY PENDING RESOLUTION OF
ADMINISTRATIVE LITIGATION OR, IN THE ALTERNATIVE, TO
DISMISS WITHOUT PREJUDICE**

Pursuant to the Court’s inherent authority, Rule 41(b)(2) of the Federal Rules of Civil Procedure, and Local Rule 7.1, Plaintiff Federal Trade Commission (“FTC”) hereby moves the Court to stay this action pending resolution of the administrative action filed by the FTC against FleetCor and Ronald Clarke, Case No. D-9403. In the alternative, the FTC moves to dismiss this action voluntarily, without prejudice, pursuant to Rule 41(a)(2). This motion is based on the accompanying memorandum of law and exhibits attached to the August 13, 2021 Declaration of Brittany Frassetto. Defendants have informed the FTC that they oppose this motion.

Dated: August 13, 2021

/s/ Brittany K. Frassetto

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FEDERAL TRADE COMMISSION

LOCAL RULE 5.1 CERTIFICATION

Pursuant to LR 7.1(D), I hereby certify that the foregoing was prepared with 14-point Times New Roman font in accordance with LR 5.1(C).

/s/ Brittany K. Frassetto

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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record through this Court's electronic filing system on this 13th day of August 2021.

/s/ Brittany K. Frassetto

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**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS
MOTION TO STAY OR, IN THE ALTERNATIVE, TO
DISMISS WITHOUT PREJUDICE**

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I. Introduction

As the FTC demonstrated in its summary judgment papers, the unlawful practices of FleetCor Technologies, Inc. (“FleetCor”) and its CEO Ronald Clarke (together, “Defendants”) injured their customers to the tune of more than \$550 million since 2015. But that recovery is no longer possible in this forum because the Supreme Court overturned four decades of precedent and practice—including in this Circuit—to hold that the FTC cannot obtain monetary relief in actions brought under Section 13(b) of the FTC Act, as the FTC has done here. *See AMG Cap. Mgmt. LLC v. FTC*, 141 S. Ct. 1341, 1344 (2021).

To preserve the possibility of obtaining monetary relief for injured customers, the FTC recently filed a materially identical complaint against Defendants in the agency’s administrative litigation process, which, if successful, would allow the FTC to seek monetary relief in a follow-on action in federal district court. Because parallel proceedings benefit neither the parties nor the Court, the FTC respectfully requests that the Court stay this action pending resolution of the administrative proceeding, at which point the FTC will move to amend its complaint to include the new claim for monetary relief under Section 19(a)(2) of the FTC Act or dismiss the proceedings. Because the FTC would otherwise face a three-year statute of limitations for monetary relief from the date the administrative complaint was filed, a stay would preserve the FTC’s ability to obtain the full amount of relief to which Defendants’ customers would be entitled if not for the Supreme Court’s *AMG* decision limiting Section 13(b) relief.

In the alternative, the Court should permit the FTC to dismiss this action voluntarily, without prejudice, under Rule 41(a)(2). Dismissal without prejudice is the normal rule in this Circuit, and the FTC intends to litigate the administrative action on the current record with no additional discovery and immediately file for summary judgment using substantially the same papers filed in this action. Thus, the Court should, if it does not stay the case, dismiss without prejudice.

II. Background

In December 2019, the FTC filed its complaint against Defendants, alleging violations of Section 5 of the FTC Act. Dkt. 1. The FTC filed this suit in federal court pursuant to Section 13(b) of the FTC Act, which allows the FTC to file suit in federal court to “seek, and after proper proof, the court may issue, a permanent injunction.” 15 U.S.C. § 53(b). For decades, federal appellate courts (including the Eleventh Circuit) had interpreted Section 13(b) as granting courts the authority to order defendants to pay equitable monetary relief to injured victims. *E.g.*, *FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1432, 1434 (11th Cir. 1984) (per curiam); *FTC v. Gem Merch. Corp.*, 87 F.3d 466, 469 (11th Cir. 1996); *FTC v. Simple Health Plans, LLC*, 801 F. App’x 685, 687-88 (11th Cir. 2020).¹ Relying on that precedent, the FTC included in its prayer for relief a request for equitable monetary relief.

¹ See *FTC v. H.N. Singer, Inc.*, 668 F.2d 1107, 1112-13 (9th Cir. 1982); *FTC v. Amy Travel Serv., Inc.*, 875 F.2d 564, 571-72 (7th Cir. 1989); *FTC v. Sec. Rare Coin & Bullion Corp.*, 931 F.2d 1312, 1314-1315 (8th Cir. 1991); *FTC v. Freecom Commc’ns, Inc.*, 401 F.3d 1192, 1202 n.6 (10th Cir. 2005); *FTC v. Direct Mktg. Concepts, Inc.*, 624 F.3d 1, 15 (1st Cir. 2010); *FTC v. Bronson Partners, LLC*, 654 F.3d 359, 365 (2d Cir. 2011); *FTC v. Ross*, 743 F.3d 886, 890-92 (4th Cir. 2014). Indeed, when the FTC filed its complaint here, only the Seventh Circuit held to the contrary,

Defendants did not move to dismiss, and the litigation proceeded promptly to discovery, which closed in March of this year. Because the material facts regarding Defendants' business practices were not in dispute, the FTC moved for summary judgment on April 16. In addition to a permanent injunction, the FTC sought more than \$550 million in equitable monetary relief, based on Defendants' improper fee charges and deceptive savings claims. Dkt. 122-1 at 42.

On April 22, the Supreme Court issued a decision in *AMG*. In *AMG*, the Court overturned decades of precedent and practice, holding that Section 13(b) does not authorize the FTC to obtain monetary relief, even to provide restitution to injured victims. 141 S. Ct. at 1344. As a result, the FTC has conceded that, at this time, the Court cannot order Defendants to pay a single penny in equitable monetary relief to their injured customers. Dkt. 157.

On May 17, Defendants unsurprisingly cross-moved for summary judgment on the theory that the FTC is not entitled to equitable monetary relief.² *See* Dkt. 161. Summary judgment and accompanying motion briefing concluded this month, on August 2, 2021. *See* Dkt. 181 (last brief on motion to exclude Wind testimony).

On August 11, the FTC filed a materially identical complaint against Defendants in the agency's administrative litigation process. *See* Exhibit A.³ Should

and had done so only four months previously, overruling its own precedent. *FTC v. Credit Bureau Ctr., LLC*, 937 F.3d 764 (7th Cir. 2019).

² Defendants also claimed an injunction was improper based on their assertion that their practices had ceased.

³ All exhibits are attached to the Declaration of Brittany Frassetto, filed concurrently with this motion.

the FTC succeed in the administrative action, it would obtain a cease and desist order for Defendants’ unlawful practices, and then seek monetary relief under Section 19(a)(2) of the FTC Act in federal court. *See* 15 U.S.C. § 57b(a)(2).

The FTC intends to litigate the administrative action expeditiously and efficiently. For example, the FTC immediately moved to stay all proceedings in the administrative action pending this Court’s ruling on this motion, so that Defendants would not be forced to litigate in two fora simultaneously. *See* Exhibit B. The FTC also plans to move for summary judgment as soon as the agency’s rules (the “FTC Rules”) permit—20 days after the action re-opens. 16 C.F.R. § 3.24(a).⁴ And if the motion for summary judgment is denied, the FTC will not need to take any additional discovery prior to the trial before the Administrative Law Judge, assuming Defendants also do not need additional discovery. The FTC Rules require the trial to start 5 months after the complaint is filed, now scheduled to begin on January 25, 2022. *Id.* § 3.11(b)(4); Exhibit A at 31. In any case, Defendants can appeal an adverse decision in administrative litigation to a Circuit Court of Appeals. 15 U.S.C. § 45(c).

III. The Court Should Stay This Action Pending Conclusion of the Administrative Litigation

A district court has the authority to stay its own proceedings as part of its inherent power to control its own docket. *Landis v. N. Am. Co.*, 299 U.S. 248, 254-44

⁴ The FTC Rules refer to summary judgment as “summary decision.”

(1936). This power includes staying proceedings “pending the resolution of a related case” in another forum. *Trujillo v. Conover & Co. Commc’ns., Inc.*, 221 F.3d 1262, 1264 (11th Cir. 2000) (citing *Clinton v. Jones*, 520 U.S. 681, 707 (1997)).

Administrative proceedings count as “a related case.” *See, e.g., Tomco Equip. Co. v. Se. Agri-Systems, Inc.*, 542 F. Supp. 2d 1303, 1306 (N.D. Ga. 2008) (staying patent litigation pending *inter partes* review before the Patent and Trademark Office); *cf. Ven Air Unlimited Co. v. Gen. Dynamics Corp.*, No. 20-cv-3091-MHC, 2021 WL 2582609, at *3 (N.D. Ga. Jan. 25, 2021) (staying action pending resolution of arbitration between plaintiff and third party). The district court must consider the traditional stay factors—the interests of plaintiffs, defendants, courts, non-parties, and the public, *Bailey v. Six Flags Entertainment Corp.*, No. 17-cv-3336-MHC-AJB, 2019 WL 8277272, at *6 (N.D. Ga. Dec. 15, 2019)—and also ensure that the stay is “moderate,” *Trujillo*, 221 F.3d at 1264. Here, all the factors support the FTC’s stay.

The interests of the FTC, Defendants’ non-party injured customers, and the public all favor a stay. If granted, staying this litigation will allow the FTC to pursue its identical allegations in an administrative proceeding that, if successful, would allow the FTC to seek monetary relief against Defendants under Section 19(a)(2) of the FTC Act in a follow-on suit in district court. A stay—rather than dismissal without prejudice, *see infra*—would benefit Defendants’ injured consumers to an even greater degree because any amended complaint containing the Section 19 counts would “relate back” to the date of the original complaint in this case for purposes of

Section 19's three-year statute of limitations, allowing for a greater recovery. *See* 15 U.S.C. § 57b(d).

A stay also is in the Court's interest. Allowing the FTC to proceed in administrative litigation alleviates the Court's burden of ruling on summary judgment, avoids the need to make space on its docket for a potential trial, and ensures that this Court will preside over any follow-on Section 19 action, alleviating the burden on other judges to familiarize themselves with this matter.

A stay will not injure Defendants here, and will not materially delay resolution of the matter. The FTC intends to file for summary judgment in administrative litigation as soon as the FTC Rules permit, intends to use the same theories and substantially the same papers as filed in this action,⁵ and does not intend to take additional discovery if summary judgment is denied. Trial on the merits similarly will not be delayed. Whereas the Court here has not yet set a trial date, the administrative trial is currently scheduled to begin on January 25, 2022.

Finally, the FTC's requested stay is moderate. As noted above, the FTC intends to use the administrative procedures to ensure a swift resolution of that action, and the FTC Rules work to ensure that is the case. The FTC anticipates that administrative proceedings will run promptly, but in the interest of providing concrete deadlines, the FTC proposes that the Court stay this action until August 1, 2022,

⁵ The FTC's briefing may need to be edited to conform with smaller size limitations and adjusted to address some minor differences in law, such as the standard for a cease-and-desist order, rather than a federal court injunction.

which is when the FTC estimates the Administrative Law Judge’s trial ruling would become final, assuming normal timing under the FTC Rules. The FTC intends to seek summary judgment in the administrative proceeding. If summary judgment is granted, no administrative trial will take place and the administrative process will be shorter.

IV. In the Alternative, the Court Should Dismiss Without Prejudice Under Rule 41(a)(2)

The Court has “broad discretion” to grant voluntary dismissal without prejudice under Rule 41(a)(2). *Potenberg v. Boston Scientific Corp.*, 252 F.3d 1253, 1255 (11th Cir. 2001).⁶ “‘In most cases, a voluntary dismissal should be granted unless the defendant will suffer clear legal prejudice, *other than the mere prospect of a subsequent lawsuit*, as a result.’” *Id.* (cleaned up; emphasis in original) (quoting *McCants v. Ford Motor Co.*, 781 F.2d 855, 856-57 (11th Cir. 1986)). There is no rigid test; rather, courts in this Circuit look to whether dismissal without prejudice “would cause the defendant to lose a ‘substantial right’” and “whether the plaintiff’s counsel has acted in bad faith.” *Goodwin v. Reynolds*, 757 F.3d 1216, 1219 (11th Cir. 2014) (citing *Potenberg*, 252 F.3d at 1255, 1257-58); *see also McCants*, 781 F.2d at 857 (“it is no bar to a voluntary dismissal that the plaintiff may obtain some tactical advantage”). “The burden and expense associated with litigation alone does not warrant denial of Plaintiff’s motion or the imposition of conditions upon

⁶ The FTC cannot voluntarily dismiss as of right because Defendants have served their Answer. *See* Fed. R. Civ. P. 41(a)(1)(A)(i).

dismissal.” *Daglis v. Coca-Cola Bottling Co. United, Inc.*, No. 1:19-CV-3220-AT, 2021 WL 2451330, at *2 (N.D. Ga. Apr. 6, 2021). Ultimately, “the district court must weigh the relevant equities and do justice between the parties in each case.” *Lacy v. Racetrac Petroleum, Inc.*, No. 18:cv-1346-AT, 2018 WL 8949792, at *1 (N.D. Ga. Dec. 21, 2018). Here, the factors favor dismissal without prejudice because (1) Defendants will not suffer “legal prejudice,” and (2) the FTC has acted in good faith to do justice for Defendants’ customers.

A. Voluntary Dismissal Will Not Legally Prejudice Defendants

Defendants will not suffer “legal prejudice” if the Court grants voluntary dismissal without prejudice. The FTC’s administrative complaint is substantively identical to the complaint submitted in this case, relies on the same legal theories, and any decision to Defendants’ detriment can be appealed to a Circuit Court of Appeals of Defendants’ choosing. Litigating administratively will not deprive Defendants of any “substantial right.” *See S. Ins. Co. of Virginia v. Cruz Flooring Atlanta, LLC*, No. 1:18-CV-2754-AT, 2018 WL 9868220, at *3 (N.D. Ga. Oct. 22, 2018) (granting dismissal without prejudice so that plaintiff could file in state court).

That summary judgment is fully briefed is not legal prejudice. *Daglis*, 2021 WL 2451330, at *2. Defendants will not need to prepare a substantively different answer, respond to new discovery requests, or draft substantively different summary judgment papers from scratch because the FTC intends to rely exclusively on the record developed here and to file summary judgment papers substantially similar to

what it filed in this Court. *See id.* (“The parties will have the benefit of the discovery conducted to date, thus mitigating some of the litigation burdens in any renewed action.”); *cf. Fisher v. Puerto Rico Marine Mgmt., Inc.*, 940 F.2d 1502, 1503 (11th Cir. 1991) (per curiam) (affirming denial of voluntary dismissal because “additional and sometimes duplicative discovery would be necessary if appellant were allowed to proceed under her new theories”).

B. The FTC Has Acted In Good Faith

The FTC’s motion here is based solely on its good-faith effort to make injured customers whole in the wake of the Supreme Court’s decision to upend decades of precedent. When the FTC filed this action, binding Eleventh Circuit precedent held that the FTC could obtain equitable monetary relief in cases brought under Section 13(b), as the FTC did here. *See supra*. The Supreme Court’s *AMG* decision overturned that case law. As a result, if the case remains in federal court, customers cannot obtain *any* of the more than \$550 million that Defendants took from them through their unlawful business practices. In contrast, administrative litigation affords the possibility of obtaining monetary relief in a follow-on federal court action.

The “bad faith” case law is far afield from the facts here. The FTC is not trying to avoid Rule 11 sanctions or other consequences for misconduct. *See, e.g., Martin v. Allied Interstate, LLC*, 192 F. Supp. 3d 1296, 1301 (S.D. Fla. 2016). Nor is the FTC trying to avoid an adverse summary judgment ruling. *See McBride v. JLG Indus., Inc.*, 189 F. App’x 876, 878 (11th Cir. 2006) (“The district court concluded

that Plaintiff's motion to dismiss . . . was 'solely motivated to avoid an expected adverse ruling on Defendants' summary judgment motions.'"). Indeed, Defendants did not move for summary judgment on any of the FTC's theories of liability and, in any event, the FTC plans to move for summary judgment in the administrative proceeding as soon as the FTC Rules allow.

V. Conclusion

For the foregoing reasons, the FTC respectfully requests that the Court enter an order staying this action pending resolution of administrative proceedings or, in the alternative, dismissing this action without prejudice.

Dated: August 13, 2021

Respectfully submitted,

/s/ Brittany K. Frassetto

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LOCAL RULE 5.1 CERTIFICATION

Pursuant to LR 7.1(D), I hereby certify that the foregoing was prepared with 14-point Times New Roman font in accordance with LR 5.1(C).

/s/ Brittany K. Frassetto

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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record through this Court's electronic filing system on this 13th day of August 2021.

/s/ Brittany K. Frassetto

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Counsel for Plaintiff

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FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FLEETCOR TECHNOLOGIES, INC.,
et al.,

Defendants.

Civil Action No. 1:19-cv-5727-AT

[PROPOSED] ORDER STAYING ACTION

Upon review of the FTC's motion to stay and the responses thereto, the Court Grants the motion to stay this Action until August 1, 2022. The Court finds that a stay is in the interest of the Plaintiff, non-parties, the Court, and the public, and that the interest of the Defendants does not outweigh those other interests. The Court also finds that the requested stay is moderate in light of the state of the case and well-defined and understood procedure employed in the FTC's administrative proceedings.

IT IS SO ORDERED, this _____ day of _____, 2021.

The Hon. Amy Totenberg
U.S. District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FLEETCOR TECHNOLOGIES, INC.,
et al.,

Defendants.

Civil Action No. 1:19-cv-5727-AT

**[PROPOSED] ORDER GRANTING RULE 41 VOLUNTARY DISMISSAL
WITHOUT PREJUDICE**

Upon review of the FTC's motion to dismiss without prejudice under Rule 41(a)(2) and the responses thereto, the Court Grants the FTC's motion. This action is DISMISSED WITHOUT PREJUDICE.

IT IS SO ORDERED, this _____ day of _____, 2021.

The Hon. Amy Totenberg
U.S. District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FLEETCOR TECHNOLOGIES, INC.,
et al.,

Defendants.

Civil Action No. 1:19-cv-5727-AT

**DECLARATION OF BRITTANY FRASSETTO IN SUPPORT OF
PLAINTIFF’S MOTION TO STAY OR, IN THE ALTERNATIVE, TO
DISMISS WITHOUT PREJUDICE**

I, Brittany Frassetto, declare as follows:

I am an attorney employed by the Federal Trade Commission (“FTC”), and I am counsel of record for the Plaintiff in this matter. I submit this declaration in support of the FTC’s motion for a stay or, in the alternative, to dismiss without prejudice.

1. Attached hereto as **Exhibit 1** is a true and correct copy of the administrative complaint filed in *In the Matter of FleetCor Technologies, Inc. and Ronald Clarke*, Docket No. D-9043 (FTC).

2. Attached hereto as **Exhibit 2** is a true and correct copy of a Motion to Stay Administrative Proceedings filed by the FTC in *In the Matter of FleetCor Technologies, Inc. and Ronald Clarke* on August 13, 2021.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of August 2021.

/s/ Brittany K. Frassetto

BRITTANY K. FRASSETTO

LOCAL RULE 5.1 CERTIFICATION

Pursuant to LR 7.1(D), I hereby certify that the foregoing was prepared with 14-point Times New Roman font in accordance with LR 5.1(C).

/s/ Brittany K. Frassetto

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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record through this Court's electronic filing system on this 13th day of August 2021.

/s/ Brittany K. Frassetto

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EXHIBIT A

182 3000

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Lina M. Khan, Chair**
 Noah Joshua Phillips
 Rohit Chopra
 Rebecca Kelly Slaughter
 Christine S. Wilson

In the Matter of

**FLEETCOR TECHNOLOGIES, INC., a
corporation, and**

**RONALD CLARKE, individually and as
an officer of FLEETCOR
TECHNOLOGIES, INC.**

Case No. D-9403

COMPLAINT

The Federal Trade Commission, having reason to believe that FleetCor Technologies, Inc., a corporation, (“FleetCor”) and Ronald Clarke, individually and as an officer of FleetCor (collectively, “Respondents”), have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent FleetCor Technologies, Inc. (“FleetCor Technologies” or “Corporate Respondent”) is a Delaware corporation with its principal place of business at 3280 Peachtree Road, Suite 2400, Atlanta, Georgia 30305. FleetCor Technologies markets payment cards, including fuel cards, principally to companies in the trucking and commercial fleet industry.
2. Respondent Ronald Clarke (“Clarke”) is the Chief Executive Officer of FleetCor Technologies. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Respondent, including the acts and practices set forth in this Complaint. His principal place of business is the same as that of FleetCor.

3. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

FLEETCOR’S BUSINESS ACTIVITIES

Overview

4. FleetCor Technologies and Clarke (collectively, “FleetCor” or “Respondents”) have marketed payment cards to companies that operate vehicle fleets, including many small businesses, since at least 2014. Specifically, FleetCor has marketed fuel cards, which are charge cards that customers can distribute to vehicle drivers to purchase fuel and other transportation-related products and services. FleetCor has enticed businesses to sign up for its fuel cards by making three main claims: that customers will save money; that the cards provide fraud controls that protect customers from unauthorized transactions; and that the cards have no set-up, transaction, or membership fees, including when used to purchase fuel at any of the thousands of locations nationwide that accept FleetCor fuel cards. Each of these claims is false or unsubstantiated.

5. After sign up, FleetCor has charged customers at least hundreds of millions of dollars in unexpected fees, a practice one FleetCor employee has referred to as “add[ing] arbitrary fees and run[ing] off [] the accounts.” When customers have noticed the charges and complained to FleetCor, and FleetCor has agreed to remove them, in many instances FleetCor has begun charging these customers for different fees to make up the difference. At least tens of thousands of customers have complained about these practices to the company, government agencies, and the Better Business Bureau (“BBB”).

6. FleetCor also has charged fuel card customers at least tens of millions of dollars in recurring fees for programs they have not ordered. Customers who have become aware of the fees have complained that they did not consent to be charged for these programs.

FleetCor’s Fuel Card Practices

Savings Claims

7. FleetCor’s electronic and print advertisements have represented that consumers will achieve specific per-gallon savings by using its fuel cards, despite Respondent Clarke and other high-level employees being aware that many customers, including small- and medium-sized business customers, do not achieve the claimed savings. Two such advertisements appear below:

Fuelman® FUELMAN DIESEL PLATINUM FLEETCARD

Save 10¢ per gallon on diesel fuel with a customized fleet management solution.*

Fuel your business with everyday diesel savings. Throughout the Fuelman Network, the Fuelman Diesel Platinum FleetCard offers a 10¢ per gallon rebate on diesel fuel.*

With Fuelman Diesel Platinum, savings at the pump are just the beginning. In addition, our purchase controls and detailed reporting can save your business in overall fuel management costs through fuel spend monitoring and the prevention of driver theft and fraud.

Here's how the Fuelman Diesel Platinum FleetCard helps your business:



Savings

- Save 10¢ per gallon on diesel fuel throughout the Fuelman Network*
- Save money with customized limits that prevent purchases outside of the parameters you select



Controls

- Ensure drivers can only make business purchases by restricting cards to fuel or fuel and maintenance only
- Get real-time transaction monitoring and account management capabilities with the iFleet online platform
- Customize card limits by gallon amount, fuel type, time or day of week
- Receive real-time email or text alerts on unusual transactions



Convenience

- Accepted at 50,000 commercial fuel and 20,000 maintenance locations nationwide
- Find locations via www.fuelman.com or the Fuelman Mobile Site Locator
- Manage your fleet on-the-go with the free Fuelman Mobile application. Download today in the iTunes or Google Play Stores by searching "Fuelman Mobile".



Take advantage of better fuel management.

For more information or to apply today:

1-800-FUELMAN (1-800-383-5626) or www.fuelman.com

FSP-0332

* Earn a 10¢ per gallon volume discount on diesel purchases. Discount is not available on purchases at Loves, Chevron/Texaco, Arco, and Sinclair. Customer's price will never be below Fuelman's cost paid to merchant. Fuelman® is a registered trademark of FLEETCOR Technologies Operating Company, LLC.

Fuelman® FUELMAN DISCOUNT ADVANTAGE FLEETCARD

Earn 5¢ cash back per gallon from the very first gallon pumped.*

The Fuelman Discount Advantage FleetCard is the choice for businesses with smaller fleets that want to maximize discounts on retail fuel prices. In addition, our purchase controls and detailed reporting can save your business up to 15% in overall fuel management costs through fuel spend monitoring and the prevention of driver theft and fraud.†

Here's how the Fuelman Discount Advantage FleetCard helps your business:



Savings

- Earn 5¢ cash back per gallon at 25,000 locations*
- No volume requirements—ever!
- Start saving with the first gallon
- No set-up, transaction or annual fees



Controls

- Ensure drivers can only make business purchases by restricting cards to fuel or fuel and maintenance only
- Monitor transactions and manage your account online in real time
- Customize card limits by gallon amount, fuel type, time or day of week
- Receive real-time email or text alerts on unusual transactions



Convenience

- Fuel up at 40,000 commercial fueling locations nationwide
- Use the card for maintenance purchases at 25,000 locations
- Find convenient locations via www.fuelman.com or the Fuelman Mobile Site Locator



Take advantage of better fuel management.

For more information or to apply today:

1-800-FUELMAN (1-800-383-5626) or www.fuelman.com

FDSAC-0912

*Rebates credited to account statement quarterly, and limited to 2,000 gallons per quarter. Rebates are subject to forfeiture for inactivity or late payment behavior during the quarter. Discount does not apply to gallons pumped at the Convenience Network of Chevron, Texaco, Loves, Pilot, Sinclair and ARCO. Convenience Network is subject to change without notice.

†A Fleet Financial's survey shows that, on average, fleets that change from no fuel management program to a managed fuel program realize savings of up to 15% on their overall fuel management costs. Fuelman® is a registered trademark of FLEETCOR Technologies Operating Company, LLC.

8. Despite these claims, customers generally do not experience any savings, due to significant unexpected fees FleetCor charges, as described below, that exceed any savings customers might experience using FleetCor's cards. These unexpected fees often amount to at least hundreds to tens of thousands of dollars in charges per year per customer.

9. Further, even setting aside fees, customers typically do not achieve the promised per-gallon savings, including because the savings come as rebates and discounts that are not available for fuel purchases at a number of large retailers frequently used by FleetCor's customers' drivers. As set forth in fine-print disclaimers at the bottom of the advertisements shown above, these retailers have included Pilot, Texaco, Chevron, and Loves.

10. FleetCor's own analysis of the aggregate rebates and discounts provided to customers fails to substantiate its per-gallon savings claims. FleetCor's data shows that many customers have saved less than one cent per gallon on fuel purchases.

11. In response to a public report highlighting FleetCor's problematic marketing and fee practices and reporting that, despite FleetCor's savings claims, customers frequently pay more than the retail price of fuel on each gallon pumped, Respondent Clarke provided "thoughts on what we should do" and asked employees to "calculate the total US retail discount that customers are getting." Clarke then received an email with this "discount analysis" showing that customers only saved a fraction of a cent per gallon. After receiving this information, Clarke did not direct employees to make any changes to the Company's per-gallon savings advertising.

Fraud Controls and "Fuel Only" Claims

12. In its electronic and print advertising materials and during sales pitches, FleetCor has misrepresented the protections it offers customers to prevent unauthorized purchases on its fuel cards. Specifically, FleetCor has represented that customers can "[e]liminate [u]nauthorized [p]urchases," "[p]revent unwanted non-fuel spending with a fuel-only card," and "[c]ontrol fraud." Examples of such advertisements are attached as Exhibits A, B, and C. FleetCor also has claimed that when customers use its cards they can "[s]top worrying about unauthorized purchases. Easy-to-use online controls allow [customers] to authorize each card for 'fuel only' or 'fuel and maintenance only' purchases." An example of such a representation is attached as Exhibit D.

13. FleetCor has directed customers applying for certain fuel cards to select their desired level of "card access," including by designating a card "fuel only." Customers have also been able to make and change these elections any time while they hold a fuel card. An example of the application section where customers make this election appears below:

1. DRIVER/VEHICLE CARD SETUP		Card Access (Select One)		
Required for each card requested. Cards may be assigned to a person or a vehicle. Enter an employee's name or a vehicle description. The first word in a Vehicle Description must be "VEHICLE".		Fuel Only	Maintenance Only	Fuel and Maintenance Only
Description (limit to 24 characters for Driver Cards; 15 characters for Vehicle Cards)	Vehicle/Employee Number			
Ex: <u>V E H I C L E</u> _ <u>F O R D</u> _ <u>F 1 5 0</u> _ <u>1 4 3</u> _ _ _ _	<u>5 7 8 4 0 0</u>			
1. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _			
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14. Despite these representations, FleetCor has failed to give customers the protections it has promised. In fact, in numerous instances, FleetCor’s fuel cards have permitted purchases of any type of good or service available at a fueling site, regardless of whether a customer selected “fuel only” card access.

15. Some “fuel only” cards have been limited to purchasing a single item at fueling locations, but that item can be anything available for sale (*e.g.*, snacks, beer, etc.). For these cards, FleetCor training documents acknowledge that “‘fuel only’ is a misnomer.” Other so-called “fuel only” cards have limited the initial authorization to fuel, but have permitted any type of item to be added to the transaction thereafter. For these cards, an internal document explains that “fuel only restrictions only work for getting the authorization and there is no restriction on what can be purchased or added to the transaction.”

16. Even these limited restrictions have failed to work. In 2016, in the wake of customer complaints about unauthorized transactions on “fuel only” cards, FleetCor determined that “fuel only” cards that FleetCor internally described as limiting the initial card authorization to fuel in fact allowed initial authorization for non-fuel items.

17. To the extent that FleetCor has admitted that its fraud control claims are false, it has only done so in Terms & Conditions (“Ts&Cs”) documents. A sample Ts&Cs document is excerpted below:

paying what is owed under the terms of this Agreement. Unless FleetCor notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. FleetCor may terminate this Agreement at any time by written or telephone notice to Customer.

16. Statements and Reporting. Account statements and standard fleet management reports are available on-line via iConnectdata. FleetCor reserves the right to charge a Reporting fee of up to a maximum of twenty dollars (\$20) per billing cycle. FleetCor can also provide paper copies of each statement and the accompanying management report with transaction details via US Mail. FleetCor reserves the right to charge a Paper Report Fee up to a maximum of fifteen dollars (\$15) per billing cycle. FleetCor also reserves the right to charge a Research Fee of up to twenty dollars (\$20) per statement for providing copies of prior period statements. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, gallons, price per gallon).

17. Tax-Reclamation Processing. If your company is exempt from certain fuel taxes, FleetCor may be able to calculate the taxes and bill you net of those amounts. Government required tax-exempt identification and certification will be required for consideration and approval into the program. FleetCor reserves the right to charge a Tax Reclamation Processing fee to Accounts utilizing the service of up to the greater of one percent (1%) of the applicable retail purchase amount or ten dollars (\$10), but not to exceed one hundred dollars (\$100) per Billing Cycle. This service is only available to certain types of Accounts in certain geographies.

18. Card Acceptance. MasterCard fleet cards are typically accepted at all fueling locations that accept MasterCard, and if approved by Operator may be allowed to make purchases at other business-related merchants (e.g. maintenance, office supplies, airlines, hotels, restaurants, etc.). However, Operator is not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Additionally, if the Account is over the spend limit or delinquent, authorization of additional transactions may be declined. Operator reserves the right to prevent Cards from working at certain types of merchant locations deemed to be "quasi-cash" or a higher risk of fraud (e.g. internet purchases, casinos, money transfer agents, financial institutions) at any time without prior notice.

19. Card Purchasing Controls. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant category codes (MCCs), maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.

20. International Card Acceptance. Operator reserves the right to prevent Cards from working outside of the US. In the event that the Card is allowed to make international purchases, the transaction amount will include a MasterCard Currency Conversion Assessment Fee of 20 basis points (0.2%) of the purchase amount, may include a MasterCard Cross-Border Fee of up to 80 basis points (0.8%) of the purchase amount depending on the merchant location's processor.

21. Disputed Item. Customer must notify Operator in writing to customer service address on the billing statement of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and

In paragraph 19, "Card Purchasing Controls," starting on the eighth line, FleetCor states: "Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all charges to the Account ('Charges') regardless of whether such Charges are within or outside the parameters established for each Card."

18. Customers generally do not expect that they will be liable when FleetCor's controls fail to work as advertised. One customer thought it was protected from fraud when it elected to implement FleetCor's fraud controls. Yet when unauthorized purchases were made on the account, FleetCor told the customer that it was responsible for the purchases. Similarly, another customer complained that, despite the company's claims that its cards can control fraud, the customer had multiple fraudulent charges that FleetCor refused to refund.

19. FleetCor has been aware of the harm caused by its practices. In one internal communication from 2017, the Senior Vice President of Product Growth discussed customers' confusion regarding the account terms and noted, "[B]ecause they hold consumer cards personally, [customers] are accustomed to all [f]raud being taken care of." The Vice President of

Risk Management agreed, responding that holding customers responsible for fraudulent purchases on their accounts “is also the most egregious customer impact we do as it takes customers by surprise (unless they’re really large) based on their experience with consumer card[s].”

Fee and Convenience Claims

20. In its ads, FleetCor promises “[n]o set-up, transaction or annual fees,” and “[n]o fees for set-up, transactions or annual membership,” including in the advertisements attached as Exhibits E and F. Contrary to these claims, as described here and in further detail below, the company charges fees for set-up, transactions, and membership.

21. In the same advertisements, FleetCor has claimed that consumers can enjoy the “[c]onvenience” of fueling at tens of thousands of locations nationwide.

22. In fact, many customers have not been able to fuel at those tens of thousands of locations nationwide without incurring a transaction fee. Instead, many customers have incurred a “convenience” transaction fee of \$2.00 or more per transaction when their drivers have used FleetCor fuel cards at any of a number of large fuel retailers that are frequently used by the drivers—including Pilot, Texaco, Chevron, and Loves—because FleetCor considers those retailers to be part of its non-preferred “Convenience Network.”

23. In order to avoid the fee, each time customers fuel, they must first call FleetCor’s customer service line or go through FleetCor’s website or app to determine where they can fuel to avoid the fee. They must then drive to those specific locations, when often, another location that accepts FleetCor fuel cards is closer and more convenient. FleetCor has not disclosed this fee in its advertisements touting nationwide acceptance and convenience.

Unauthorized Fees

24. FleetCor has charged customers substantial unexpected fees. Examples of these fees include: Account Administration Fees, Program Fees, Late Fees and Interest and Finance Charges when payments are made on time, High Credit Risk Account Fees, Convenience Network and Out of Network Fees, and Minimum Program Administration Fees. FleetCor often has begun charging customers all or some of these fees only after a few billing cycles have passed. Even if customers read FleetCor’s small-print, multi-page Ts&Cs, they have not been able to determine from one billing cycle to the next which fees FleetCor will assess, how those fees could be avoided, or how much those fees will cost. Further, FleetCor charges these fees, which include fees that depend on how FleetCor sets up a customer’s account, for transactions, and “for membership,” despite its promise in its marketing materials that there are “[n]o fees for set-up, transactions or annual membership.”

25. FleetCor has not provided a billing invoice to customers specifying fees. Instead, in a separate report, FleetCor has listed some, but not all, of the individual fees it has assessed. If

customers do find out about one or more of the fees, call FleetCor, and convince a customer service representative to waive the fees, FleetCor often subsequently replaces the complained-about fees with different fees. FleetCor's own employees have characterized the company's practices as "add[ing] arbitrary fees and run[ning] off all the accounts."

26. In numerous instances, after the company migrated to a new payment and billing platform, customers could not access their bills. Further, even when customers could access their bills, FleetCor's invoices have listed total amounts due that FleetCor later has deemed inaccurate, causing the customer to pay less than the amount FleetCor determines they should pay. Despite these issues, FleetCor assessed fees to customers based on inaccurate or untimely payments.

27. FleetCor's CEO was actively involved in efforts to create fees, knew how and when the company was charging them, and that the company re-enrolled customers in certain fees after those customers asked FleetCor to remove the fees from their statements. In an internal email, FleetCor's President wrote Respondent Clarke to "follow-up[]" on discussions that took place the week prior about fee increases, and recommended to Clarke that the company not add fees to fuel card customers until complaints decreased: "we still recommend not adding any fees to [one group of fuel card customers] until the noise levels come down further." In the same email, the President warned Clarke that they would be "testing re-enrolling [a different group of fuel card] customers into the Min Program Fee program.... We are very concerned about attrition since they already asked us to remove the fees."

28. Clarke received another email from a high-level employee giving him "a heads up" when new fee implementations caused customer complaints. In response, Clarke said, "thx for the feedback. Not unexpected. Hang tough." When FleetCor's revenue fell, Clarke issued a directive to employees to prepare "recovery ideas" to increase fees to replace revenue shortfalls.

29. Clarke also knew of the Company's poor notification practices when charging customers a fee for the first time. For example, he asked by email, "'what notification' does a customer get when they are put into a fee for the first time[?]" A senior executive responded, "none. Other than T&C change." Despite his awareness of public reports and customer complaints of the company's unexpected fees, including of the company "tacking on extra fees that have no real explanation," Clarke did not change the company's fee notification practices.

30. Clarke also directed the effort to minimize public criticism of the company's practices, without fixing those practices. For example, when FleetCor's fee and billing practices became the subject of a second round of public reporting, Clarke emailed internally, "Here we go again!" He then ordered employees to "fix the BBB rating ASAP.....just like we did last time. Pls advise what we can do to get at this." Clarke did not fix the practices that caused the criticism.

31. FleetCor has charged customers at least two hundred million dollars in unexpected fees. At least tens of thousands of customers have been harmed by these practices.

Account Administration Fee

32. In numerous instances, FleetCor has charged customers an Account Administration Fee. FleetCor has often started charging this fee after a few billing cycles, without notice to the consumer. Many customers have complained about this practice. Tens of thousands of customers incurred the fee in one year alone, totaling over \$1.68 million in fees.

33. FleetCor mentions some, but not all, information about fees in small-print, multi-page Ts&Cs documents, an example of which is attached hereto as Exhibit G. If a customer were to review these Ts&Cs, and notice any information about an Account Administration Fee, the customer might see the following:

9.1 Change in Bank Account. To change the Bank Account, Customer's authorized representative must provide a written request of such change. The request should include the following information for the new account:

- Bank name (the bank must be a member of the National Automated Clearinghouse Association (NACHA));
- Branch address;
- Branch number; and
- Account number

The request should also contain a voided check from the new Bank Account. It will take approximately ten days for us to change the account. During this time, you agree to cooperate with us to provide additional information necessary to make the change and to execute a test of the change.

10. Account Administration Fee. Depending on the application under which you applied and your account pricing, your account may be charged an Account Administration Fee of up to ten dollars (\$10) per billing cycle. FleetCor reserves the right to change this fee with prior notice.

11. Rebate Program Terms. Depending on the application under which you applied and your account pricing, your cards may qualify for a purchase rebate program. The rebate program, if applicable to your account, is only available if your account is open, in good standing, and is not in default of the payment terms provided within these cardholder terms and conditions. Please refer to your account pricing documentation for specifics regarding rebate levels. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these cardholder terms and conditions are excluded from this rebate. FleetCor reserves the right to charge a Rebate Program Fee of up to ten dollars (\$10) per card per billing cycle. We reserve the right to change or terminate this Fuel Rebate Program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, we reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may change, suspend, or terminate the rebate program without notice.

12. Minimum Program Administration Fee. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge a Minimum Program Administration Fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.

13. Additional Services. Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service. FleetCor also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other Vendors to the Customer. In no case is FleetCor making any representation about the quality or value of any particular product or service.

14. Credit Balance. Unless your Account is a prepaid account, you may not make a payment on your Account that will create and/or maintain a credit balance on your Account in excess of any assigned spend limit. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your Account. You agree and understand that a credit balance on your Account may not increase the amount of available credit on your Account.

15. High Credit Risk Account. In the event that the Customer's Commercial and/or Consumer

The tenth paragraph states that accounts may be charged an Account Administration Fee of up to \$10 per billing cycle depending on “the application under which you applied and your account pricing.” FleetCor’s customers would not know from this statement whether their accounts were subject to the Account Administration Fee, whether or how the fee could be avoided, or the specific amount of the fee. Further, customers who discovered this information and who were not charged the fee in the first billing cycle would not expect that the application under which they previously applied or their account pricing had somehow changed, such that they would incur this fee. These fees are also unexpected given FleetCor’s promise of “[n]o fees for set-up, transactions or annual membership” in its marketing materials.

Program Fee

34. FleetCor has charged customers unexpected Program Fees. At least tens of thousands of customers have incurred Program Fees. FleetCor has charged at least tens of millions of dollars in such fees.

35. To the extent a customer could find information about this fee, it has appeared in the Ts&Cs. If a customer reviewed these Ts&Cs, and noticed any information about the Program Fee, the customer might see the following:

2. Additional Cards. Customer may request additional Cards on the Account for Customer or others. Customer may permit such an authorized user to have access to Cards or a Card requested for them on the Customer Account number. However, Customer must pay FleetCor for all charges made by those persons, including charges for which Customer may not have intended to be responsible. In order to cancel permission of such an authorized user to use the Account, Customer must notify Operator in writing, and Customer must return to Operator, with written notice, any Card in the possession of such authorized user. Customer will continue to be liable for all purchases made by authorized users, even if Customer no longer want them to make purchases and even if they leave Customer employment, and all other resulting Account fees and charges, until Operator receives letter cancelling permission. If Authorized Representative leaves the business for any reason, or if the business ceases ongoing operations, is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, Customer must notify Operator in writing so that the Account may be closed. Customer is responsible for the use of each Card issued on the Account according to the terms of this Agreement.

3. Program Fee. FleetCor reserves the right to charge Program Fees for membership, tax exempt reclamation processing, enhanced reporting and/or other features and benefits made available to certain accounts. These fees may be subject to change. Tax exempt reclamation is only available to certain types of accounts in certain geographies.

4. Account Fee. FleetCor reserves the right to charge up to a ten dollar (\$10) per month Account Fee, which may be subject to change. This fee is waived for any month that the Account purchases are more than 5,000 gallons of fuel.

5. Credit Limit. The credit limit for the Account is determined by FleetCor and adjusted up or down periodically without prior notice based on changes in the Account's purchase volume, average fuel prices, billing frequency, payment terms, and the Customer's creditworthiness. The amount of credit and open-to-buy for the Account is available

The third paragraph of the Ts&Cs for this FleetCor card states that FleetCor “reserves the right to charge Program Fees for membership . . . and/or other features and benefits made available to certain accounts.” Customers could not know what program memberships or “features and benefits” might trigger the fee, whether or how the fee could be avoided, or the amount of the fee. These fees are also unexpected given FleetCor’s promise of “[n]o fees for set-up, transactions or annual membership” in marketing materials.

36. Internal emails indicate that FleetCor treated this fee as a catch-all provision that allowed the company to charge a multitude of fees. Specifically, one FleetCor representative asked whether FleetCor’s “changes to the program fee section seem broad enough for us to charge whatever program fees we want?” In response, another employee stated, “We would have to come up with some benefit or tie it to a new add/on product. Unlike [our] Fuelman [card] we can’t just add arbitrary fees and run off all the accounts.”

Late Fees and Interest and Finance Charges

37. In numerous instances, FleetCor has charged customers Late Fees and related Interest and Finance Charges even when the customers have paid their balance in full by the due date. Numerous customers have complained about such fees, interest, and charges, which typically have ranged from hundreds to thousands of dollars in a single billing cycle.

38. When customers have noticed that FleetCor charged Late Fees for timely payments, in many instances, customers have called FleetCor and FleetCor representatives have admitted that FleetCor may take days to process or post payments, and may charge Late Fees as a result.

39. FleetCor has charged customers Late Fees without informing them of the true circumstances that trigger such fees. To the extent a customer could find any information about this fee in the Ts&Cs, these documents claim that FleetCor will credit payments made by a particular time on the same day, but it makes inconsistent statements about what that time is. An example set of Ts&Cs appears below:

- Transaction is equal to the prevailing Merchant Location's retail price plus or minus a fixed adjustment factor but never below Fuelman cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by Fuelman.
- 9.3 **Merchant National Account-Based Pricing.** Client price for each Fuel or Maintenance Transaction is equal to the Merchant's prevailing national account price.
- 9.4 **Fuelman Cost-Based Pricing.** Client price for each Fuel or Maintenance Transaction is equal to Fuelman's delivered cost plus a mark-up. Fuelman's cost is dependent on a variety of factors and can include any or all of the following components: wholesale cost; merchant freight; dealer adjustment; network operation costs; merchant commission; and applicable taxes. Under no circumstance will Client's price be below Fuelman's cost.
- 9.5 **Special Network Pricing.** Fuelman reserves the right to charge for the use of select sites/merchants. The added charge to use these sites will not exceed the greater of ten cents (\$0.10) per gallon or two dollars fifty cents (\$2.50) per transaction. The list of select sites/merchants is available upon request by calling Fuelman Customer Service.
- 9.6 **Universal Pricing.** Client price for each Fuel or Maintenance Transaction is equal to an index price established by surveying a subset of transactions in the fueling area. This index can vary from posted retail price and may include a mark-up, but will never be below Fuelman cost. The markup and index calculation basis may vary by region and can change at any time.
- 9.7 **Level 2 Pricing.** Fuelman may deem the Client to be High Credit Risk Account and reserves the right to invoke Level 2 Pricing in the event that the Client's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at Fuelman's discretion is below Fuelman's standard threshold for creditworthiness (this threshold is five hundred and twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in any 3 month rolling period, or the Client incurs more than one late fee in any 12-month rolling period, or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Client operates in the trucking or transportation industry. Level 2 Pricing is an incremental charge above Client's current pricing and the maximum increase is twenty cents (\$0.20) per gallon purchased. Level 2 Pricing remains in effect until such time that Client is no longer considered High Credit Risk Account. Fuelman will review each High Credit Risk Account at least once every three months for changes in creditworthiness. This decision is made solely by Fuelman based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Client questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or at sbfe@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reportaccess.
- 9.8 **Minimum Program Administration Fee.** Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge a Minimum Program Administration Fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.
- 9.9 **Rebate/Volume Discount.** Fuelman may provide rebate or volume discount off retail price for fuel and nonfuel purchases under certain customer pricing. Such rebate or volume discount could be at transaction level or as separate credit. The rebate program, if applicable to the Client, is only available if the Account is open, in good standing, and is not in default of the payment terms provided within these card client agreement terms and conditions. Please refer to the account pricing documentation for specifics regarding the rebate program detail. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these card client agreement terms and conditions are excluded from the rebate program. Fuelman reserves the right to change a Rebate Program Fee of up to ten dollars (\$10) per card per billing cycle. Fuelman also reserve the right to change or terminate the rebate program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may change, suspend, or terminate this rebate program without notice.
- 10 **Billing & Payments.**
- 10.1 **Billing.** Billing cycle is agreed upon with the Client during the Application and Account setup process. Client shall be responsible for all credit extended on the Account. This is not a revolving credit account (unless subsequently converted by FleetCor to a revolving credit account as contemplated by Section 10.13). Revolving credit status is not available for Clients located in Alaska, California,
- Michigan, New York, North Dakota, South Dakota, Rhode Island, Vermont. The total amount shown on each Account Statement is due and payable in full by the Due Date shown on the Statement. Unless otherwise agreed upon, the standard Due Date is ten (10) days after the date the Account Statement is created, regardless of the delivery method. Regardless of the delivery method selected, it shall be the obligation of the Client to notify Fuelman within five (5) business days of the end of each Billing Cycle if Client does not receive a Statement. If the Client does not receive a Statement and thus payment is not completed by the Due Date, Client is responsible for any Late Fees or Finance Charges.
- 10.2 **Extended Terms Programs.** Upon Client's request and subject to Fuelman approval, terms can be extended at an additional charge.
- 10.3 **Payment.** Client hereby unconditionally promises to pay Fuelman, in accordance with this Agreement, all outstanding Obligations (as defined below) which may, from time to time, be owing to Fuelman by Client. As used herein, "Obligations" shall mean all outstanding sums owing to Fuelman by Client, including, without limitation, reimbursement for petroleum products obtained through Fuelman, payments for any products or services obtained using the Card(s), and interest, penalties, fees, report delivery, reporting, account charges, service charges, costs and expenses (including attorneys' fees) and all other obligations under this Agreement or otherwise. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. Client agrees to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank.
- Client must pay all outstanding Obligations on the statement by the Due Date to avoid Late Fees and Finance Charges. Failure by Client to pay all amounts by the Due Date shall be a breach of the Terms and Conditions of this Agreement. Conforming payments received by 7:00 a.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays) will be credited to your Account as of the date received. Otherwise, payments will be credited to your Account as of the next business day. In the event your billing statement reflects a Due Date which falls on a day which is not a business day, your payment must be received by 7:00 a.m. Eastern Time on the preceding business day. If we do not receive your payment for the Amount Due by the Due Date, you may not be able to make any further purchases until such time that you pay the entire outstanding balance on the Account. We may change our billing and debiting cycle at any time by reflecting the change on your billing statement.
- 10.4 **Principal Guaranty.** Principal hereby unconditionally and irrevocably guarantees to Fuelman and its successors, endorsees, transferees and assigns, the punctual payment when due (whether at stated maturity, by acceleration or otherwise) and performance of the Obligations, now or hereafter owing, whether for principal, late interest, premiums, fees, expenses or otherwise (collectively, the "Guaranteed Obligations"). Any and all payments by the Principal hereunder shall be made free and clear of and without deduction for any set-off, counterclaim, or withholding. Principal acknowledges and agrees that this is a guaranty of payment when due, and not of collection, and Principal agrees that his obligations under this Agreement shall not be discharged until the payment and performance, in full, of the Guaranteed Obligations. Principal shall be regarded, and shall be in the same position, as Client with respect to the Guaranteed Obligations. Principal expressly waives all rights he may now or in the future have under any statute, or at common law, or at law or in equity, or otherwise, to compel Fuelman to proceed in respect of the Guaranteed Obligations against Client or any other party before proceeding against, or as a condition to proceeding against, Principal. Principal acknowledges and agrees that any delay or failure by Fuelman to take any action regarding the Guaranteed Obligations does not limit or prohibit Fuelman from enforcing its rights under this Agreement and further that Principal's liability under this Agreement shall not be eliminated or reduced by any such failure or delay on the part of Fuelman. Principal further expressly waives and agrees not to assert or take advantage of any defense based upon the failure of Fuelman in respect of the Guaranteed Obligations against Client or any other party for the payment and Guaranteed Obligations. Principal agrees that any notice or directive given at any time by any person to Fuelman which is inconsistent with the waivers in the preceding two sentences shall be null and void and may be ignored by Fuelman. Principal further hereby waives diligence, presentment and demand (whether for non-payment or protest) or notice of acceptance, maturity, extension of time, change in nature or form of the Guaranteed Obligations (including, without limitation, composition, the amount of, or the terms of, the Guaranteed Obligations), notice of material adverse change in Client's financial condition or any other fact which might materially increase the risk to Principal with respect to any of the Guaranteed Obligations or all other demands whatsoever and waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement. Principal represents, warrants and agrees that Principal's obligations under this Agreement are not and shall not be subject to any counterclaims, offsets or defenses of any kind against Fuelman or Client now existing or which may arise in the future. The Principal further agrees that the Guaranteed Obligations may be amended, modified, increased, extended or renewed, in whole or in part, without notice to or further assent from Principal, and that

Paragraph 10.3 states that payments made by 7:00 a.m. Eastern Time on the due date "will be credited to your Account as of the date received. Otherwise, payments will be credited to your Account as of the next business day." In other places, however, such as the company's website, FleetCor provides later payment cut-offs, such as 2:00 p.m. Eastern Time. As a result, customers who have paid in the morning on the due date, believing their payments timely, have sometimes

been charged Late Fees. Customers who have paid before the due date have also been charged Late Fees. Further, customers who have paid the amount quoted on their billing invoice by the due date have been assessed Late Fees because FleetCor has listed on the invoice a total amount due that the company later deemed incorrect, and has subsequently assessed Late Fees to those customers because they paid the amount they were invoiced, as discussed below.

40. Customers have complained extensively about this practice:

- “Our recent and most egregious issue was related to paying late fees and finance charges... I made a payment, through their website, for the balance on our statement in the morning on June 2, 2016. The bill was due June 2, 2016. Their website states that ‘Payment must be received by 2PM EST on or before the business day it is due to be credited to your account on time.’ The payment was not posted to the account until June 3, 2016. Our next statement had a late fee of \$963.80 and a finance charge of \$83.44. I contacted the company today (6/29/2016) and the agent told me that in order for an online payment to be considered ‘on time’ it must be made two days before the due date.”
- “The billing procedure for this company GUARANTEES fees will be charged to your account... We started to notice that ALL of our payments were being posted to our account 1 day after the due date resulting in VERY HIGH FEES. We then sent the payments in via certified mail to track the postmarks. According to the postmark, Fleetcor would receive the checks days before the due date, and still post them to our account 1 day late. When we called to find out why, we were told that postmarks don’t matter and fees were based on when they processed the payment. I called to discuss this issue and no fees were credited.”
- “We mailed a check on March 5th and the check was posted to our account and the bill was paid or so we thought. The payment was MAILED March 5th and POSTED March 15th, 1 day after it was due and their billing office where it mails is a 3 hour drive from me, we were [assessed] a \$231 late fee on a \$647 fuel bill. When contacting Fuelman they told me once they receive a check in the mail they have 7-10 days to process it and the date [it’s] received in the mail is irrelevant and if I want to avoid a late fee to pay my bill online.”
- “They would put these [late] fees on and say the online payment did not process by the due date. They told me to pay a day early, etc all types of things... Every month I got my statement I spent time on the phone due to interest and late fees charged although I had always paid the card off in full monthly. It always had these exorbitant late fees that were usually 50% of my statement amount. I would always get the run around about why the online payment did not process or how I should pay all the fees anyway until they

show up as a credit the following month or so to process another late fee and charge on the previous late fees!! ... WHO can pay thousands of dollars in late fees that were not legitimate just to accommodate a suspicious system?"

- "Fleetcor statements are received less than 10 days before their due date (if [you're] lucky to even get them delivered!) Half the time they are never received! And when received, even when mailing out complete payment next business day, they determine your payment as 'late' even when received by the due date. When we called to complain about their 'late fees' which are hundreds of dollars they stated that even if they received the payment before due date, the date of acceptance into the system is what they go by to determine when we paid our bill. This is unacceptable and it is causing us as a business along with other consumers to get ripped off with their late fees! On top of a late fee, you then get hit with a 'high risk fee' because you were late!!"

High Credit Risk Account Fees

41. In numerous instances, FleetCor has charged customers High Credit Risk Account Fees ("HCRAFs"), including a High Risk Fee ("HRF") and Level 2 Pricing Fee ("Level 2 Fee"). FleetCor has charged these fees without notice. FleetCor has charged customers at least \$108 million in HCRAFs.

42. To the extent a customer has been able to find any information about the HCRAFs, it appears in the Ts&Cs, an example of which appears below:

percent (80%) of the security deposit amount. Customer understands that the spend limit will not be activated for use until FleetCor has received confirmation from its bank that the security deposit funds are available for use. In the event Customer defaults or otherwise fails to perform any obligation owed to FleetCor, Customer authorizes FleetCor to use, without notice or demand, the security deposit funds to satisfy any such default or obligation. Customer represents that the security deposit is made in the ordinary course of Customer's business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between FleetCor and Customer as a result of the Customer's payment and FleetCor's acceptance of the security deposit. Customer authorizes FleetCor to commingle the security deposit with other FleetCor funds. After receiving a written request from Customer, FleetCor may, but is not obligated to, reevaluate the necessity and the amount of the security deposit. Customer will provide FleetCor financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in Customer's financial condition, FleetCor may determine, in its sole discretion, to return the security deposit. FleetCor may also require an increase in the security deposit amount at any time from time to time. FleetCor will return the security deposit to Customer upon termination of the account and full performance by Customer of its obligations to FleetCor.

8. Check by Phone Fee. FleetCor reserves the right to charge a Check by Phone Fee not to exceed twenty-five dollars (\$25) for Customer requested payment made either through the Interactive Voice Response (IVR) system or by calling customer service representative. You can avoid the Check by Phone Fee by using the online account management system to pay your account electronically.

9. FleetCor Initiated Electronic Funds Transfer (EFT) Payment Method. Authorization to Debit Bank Account. FleetCor, at its sole discretion, may offer Customer the option of EFT payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your designated bank account (Bank Account). On the due date of each Billing Cycle, we will initiate a debit to the Bank Account to pay the Total Balance Due of the account from the previous Billing Cycle. We will also debit the Bank Account to pay the amount charged to the account any time the balance of the account reaches the spend limit. The exact time that the Bank Account will be debited for the amount charged to the account may vary, depending on the processing capabilities of the bank at which the Bank Account exists. If insufficient funds are available in the Bank Account to pay the Total Balance Due at the time a debit is initiated, you will not be able to make any further purchases using the cards until such time that you pay the outstanding balance in the account. Furthermore, you will be assessed Returned Check Fee, Late Payment Fee and Late Interest Charges related to the insufficient funds transaction. If the EFT option is offered to Customer, FleetCor reserves the right to charge a bank handling fee of up to twenty-five dollars (\$25) for each EFT draft. We may change our billing and debiting cycle at any time by providing written notice to you.

9.1 Change in Bank Account. To change the Bank Account, Customer's authorized representative must provide a written request of such change. The request should include the following information for the new account:

- Bank name (the bank must be a member of the National Automated Clearinghouse Association (NACHA));
- Branch address;
- Branch number; and
- Account number

The request should also contain a voided check from the new Bank Account. It will take approximately ten days for us to change the account. During this time, you agree to cooperate with us to provide additional information necessary to make the change and to execute a test of the change.

10. Account Administration Fee. Depending on the application under which you applied and your account pricing, your account may be charged an Account Administration Fee of up to ten dollars (\$10) per billing cycle. FleetCor reserves the right to change this fee with prior notice.

11. Rebate Program Terms. Depending on the application under which you applied and your account pricing, your cards may qualify for a purchase rebate program. The rebate program, if applicable to your account, is only available if your account is open, in good standing, and is not in default of the payment terms provided within these cardholder terms and conditions. Please refer to your account pricing documentation for specifics regarding rebate levels. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these cardholder terms and conditions are excluded from this rebate. FleetCor reserves the right to charge a Rebate Program Fee of up to ten dollars (\$10) per card per billing cycle. We reserve the right to change or terminate this Fuel Rebate Program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, we reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may change, suspend, or terminate the rebate program without notice.

12. Minimum Program Administration Fee. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge a Minimum Program Administration Fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.

13. Additional Services. Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service. FleetCor also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other Vendor to the Customer. In no case is FleetCor making any representation about the quality or value of any particular product or service.

14. Credit Balance. Unless your Account is a prepaid account, you may not make a payment on your Account that will create and/or maintain a credit balance on your Account in excess of any assigned spend limit. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your Account. You agree and understand that a credit balance on your Account may not increase the amount of available credit on your Account.

15. High Credit Risk Account. In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor's discretion is below FleetCor's standard threshold for creditworthiness (this threshold is five hundred and twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in a 3 month rolling period, or the Account incurs more than one Late Fee in any 12-month rolling period, or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Customer operates in the trucking or transportation industry, FleetCor may deem the Customer to be a "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and spend limit in accordance with the Change of Terms procedures as explained elsewhere in this Agreement. FleetCor reserves the right to charge a transaction fee of up to five dollars (\$5) per transaction or a High Credit Risk Fee of up to two percent (2%) of the Account's spend limit per billing

cycle for High Credit Risk Accounts. In the event an Account is deemed a High Credit Risk Account by any of the criteria above, FleetCor may also terminate any discounts/rebates that would otherwise be earned until such time that Customer is no longer a High Credit Risk Account. FleetCor will review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High credit Risk decision is made solely by FleetCor based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Customer questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3567 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-5495 or at store@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reportacces.

16. Pricing Methodology. FleetCor establishes competitive local market Fuel and Maintenance Transaction prices for the Universal Advantage FleetCard program depending on a variety of factors (e.g., product costs, purchase volume, market conditions). Transaction pricing can be Merchant Retail-Based, Merchant National Account-Based, FleetCor Cost-Based, Universal Pricing or a combination thereof. The pricing methodology can vary by product type and is disclosed to Customer in the Application, Approval Letter, and/or subsequent written notification. Additional charges/fees and/or discounts may apply based on the Customer's agreed-upon program.

16.1 Merchant Retail-Based Pricing. Customer price for each Fuel or Maintenance Transaction is equal to the prevailing Merchant Location's retail price plus or minus a fixed adjustment factor but never below FleetCor cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by FleetCor.

16.2 Merchant National Account-Based Pricing. Customer price for each Fuel or Maintenance Transaction is equal to the Merchant's prevailing national account price.

16.3 FleetCor Cost-Based Pricing. Customer price for each Fuel or Maintenance Transaction is equal to FleetCor's delivered cost plus a mark-up. FleetCor's cost is dependent on a variety of factors and can include any or all of the following components: wholesale cost; merchant freight; dealer adjustment; network operation costs; merchant commission; and applicable taxes. Under no circumstance will Customer's price be below FleetCor's cost.

16.4 Universal Network Pricing. FleetCor reserves the right to charge for the use of select sites/stations. The added charge to use these sites will not exceed the greater of ten cents (\$0.10) per gallon or two dollars fifty cents (\$2.50) per transaction. The list of select sites/merchants is available upon request by calling FleetCor Customer Service.

16.5 Universal Pricing. Customer price for each Fuel or Maintenance Transaction is equal to an index price established by surveying a subset of transactions in the fueling area. This index can vary from posted retail price and may include a mark-up, but will never be below FleetCor cost. The markup and index calculation basis may vary by region and can change at any time.

16.6 Level 2 Pricing. FleetCor reserves the right to apply Level 2 Pricing if any of the criteria defined in the High Credit Risk Account section is met. The Level 2 Pricing is an incremental charge above Customer's current pricing. The maximum increase is twenty cents (\$0.20) per gallon purchased. Level 2 Pricing begins in effect on the next Billing cycle following when all amounts owed on Account are paid in full and/or Customer's Credit Score is higher than the risk threshold for a 3 month rolling period.

17. Changes of Terms, Termination. FleetCor may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may include, but are not limited to, information in Customer's credit report, such as Customer's failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include, but are not limited to, competitive or market-related factors. Changing terms includes adding, replacing, and deleting provisions relating to the Account and to the nature, extent, and enforcement of the rights and obligations Customer or FleetCor may have relating to this Agreement. FleetCor will provide Customer with notice when required by law by mailing a letter or the terms to Customer at the latest address shown in its records. Any changes will apply to the current balance of the Account as well as to future balances. If Customer does not agree to any such change, Customer may end this Agreement by notifying Operator at the toll free customer service line or via mail to the customer service address on the billing statement before the effective date of the change, returning all Cards to Operator and paying what is owed under the terms of this Agreement. Unless FleetCor notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. FleetCor may terminate this Agreement at any time by written or telephone notice to Customer.

18. Statements and Reporting. Account statements and standard fleet management reports are available on-line via Fleet. FleetCor reserves the right to charge a Reporting Fee of up to a maximum of twenty dollars (\$20) per billing cycle. FleetCor can also provide paper copies of each statement and the accompanying management report with transaction details via US Mail. FleetCor reserves the right to charge a Paper Report Fee up to a maximum of fifteen dollars (\$15) per billing cycle. FleetCor also reserves the right to charge a Research Fee of up to twenty dollars (\$20) per statement for providing copies of prior period statements. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g., product code, gallons, price per gallon).

19. Card Acceptance. Universal Advantage fleet cards are typically accepted at all fueling locations that accept Voyagers Network cards, and may be allowed to make purchases at accepting maintenance merchants. However, U.S. Bank and FleetCor are not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Additionally, if the Account is over the spend limit or delinquent, authorization of additional transactions may be declined. Universal Advantage cards will not be used for gambling, online gaming, illicit drug transactions, or other unlawful purposes including without limitation other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or that are prohibited by local law.

20. Card Purchasing Controls. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant types, maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such charges are within or outside the parameters established for each Card.

21. Disputed Item. Customer must notify Operator in writing to customer service address on the billing statement of any disputed item on Customer's billing statement within sixty (60) days from the

Paragraph 15 states that accounts may be classified as "High Credit Risk Accounts" and charged associated fees. Paragraph 16.6 states that FleetCor may charge fees if the customer meets the criteria defined in the High Credit Risk Account section.

43. Even if customers read and understood the Ts&Cs, they could not know whether or how HCRAFs could be avoided, or the amount of the HCRAFs. FleetCor charged HCRAFs in circumstances that customers would not expect to trigger a "high risk" fee.

44. One circumstance under which some FleetCor Ts&Cs mention it might charge these fees is if the customer operates in the trucking or transportation industry. FleetCor's fuel cards, however, are marketed primarily to the trucking industry and many customers fall into this category. Indeed, FleetCor charged customers at least \$1.7 million in HCRAFs solely because they operate in the trucking industry. In some instances, FleetCor even miscategorized customer accounts and assessed the HCRAFs because the account holder supposedly operated in the trucking industry, even though it operated in another industry altogether. Only when customers read a report separate from their invoice would they see charges for this fee. One customer complained, "We are an Investigative Service and have absolutely NO association to a Trucking Co. How did this happen? ... This is 3 times this has happen[ed]. Is this how [FleetCor] treats all their clients?"

45. Further, FleetCor has imposed HCRAFs on customers who have "missed" a payment. However, numerous customers deemed to have "missed" a payment in fact paid their balance in full by the due date and were charged HCRAFs (in addition to a Late Fee and Finance Charges) because FleetCor did not post the payment to their account in a timely fashion or because FleetCor at times has stated that it has quoted the balance incorrectly on the invoice, as discussed below.

46. When FleetCor has imposed HCRAFs, it has sometimes added a fee for *each transaction* made using its fuel cards. Given the high transaction volume for a typical FleetCor customer, this fee has been particularly costly—for example, one "high risk" customer incurred more than \$999.99 in a single billing cycle for this fee alone. These fees are also unexpected given FleetCor's promise of "No fees for set-up, transactions or annual membership" in its marketing materials.

47. FleetCor has also made it difficult for customers to know when they have been charged HCRAFs after the fact.

48. FleetCor has charged "high risk" customers a per-gallon Level 2 Fee for each gallon of fuel purchased and has obscured this fee even after charging it. In describing the policy, one FleetCor employee said, "[W]e haven't disclosed Level 2 [Fees] we charge customer[s] on their FMR [a customer purchase activity document separate from the invoice] and the only way they notice the price difference is to compare the amount we invoice them to their receipts."

49. On the same customer purchase activity document, FleetCor has listed HCRAFs as "MISC-2 – Transaction Fee," rather than explaining that it is a high risk fee. Moreover, FleetCor has specifically instructed its customer service representatives to call the fee a "transaction fee" and to avoid calling it a "high risk" fee. The Director of Operations for FleetCor stated in an email, "I just want to emphasize the importance of avoiding any mention of 'high risk fee' and definitely stick to calling it a 'transaction fee.'"

50. At one point, employee error led to FleetCor accidentally listing the HRF on the customer invoice. The President of FleetCor's North America Partner division, in response to finding out

that the HRF was going to be on a customer invoice said, “Crap! Please keep me informed.” Another employee said, “This will cause a lot of noise and our odds of keeping this fee will go down and our odds of losing customers will go up.” FleetCor has used the term “noise” in internal documents to discuss customer complaints.

51. FleetCor customers have complained about the HCRAFs:

- “When I called and asked for full disclosure as to how they determine the [HRF] they at first refused to share the information until I acknowledged we were on a recorded call. They said I should receive something within 72 hours about this matter.”
- “[T]hey never contact[ed] us after they changed our billing or when our agreement changed. There are several factors that will trigger activity on our account. None of which can be discussed with anyone. Placing an account on Level 2 Pricing happens whether or not [we have] [d]elinquent behavior including late and short payment on the account, non-payment or non-sufficient (NSF), or low credit score or credit score deterioration. We have never fallen within any of the above mentioned criteria but it does NOT matter to this company. They will charge whatever they can however they can.”
- “While cross-checking our gas receipts with the Universal bi-weekly bills, we noticed that starting on November 1, 2016, we were charged an additional 5% on each transaction, so far totaling almost \$200. We attempted to address this matter, but upon calling [FleetCor], we were met with hostility... She indicated that after years of business with our company, we were flagged as ‘high-risk’ and were told to call Dunn & Bradstreet to address any credit concerns, when we have never once had to contact this company as a liaison through Universal.”
- “Unfortunately, this company has charged an outrageous (and questionably [il]legal) late fees, ranging from \$162.09 - \$603.18....for a cc balance that is payable weekly....on balances that rarely exceeded \$4,000. Then, due to these issues, a [HRF] was also assessed on each transaction. After calling Customer Support, 2 weeks’ late fees (\$1,184.10) and 4 weeks’ [HRFs] (\$288) were reversed and credit applied to the account. The company claims they [cannot] credit anything further back in time. There are still over \$2500 in ridiculous fees still on the account. How in the world these fees can be legal is beyond me.”

Convenience Network Surcharge and Out of Network Fee

52. FleetCor has charged customers at least tens of millions of dollars in unexpected “Convenience Network Surcharge” and “Out of Network” fees. In ads, FleetCor has claimed that there are no transaction fees and customers can “fuel at over 50,000 locations nationwide,”

or that customers can “[a]void wasting time searching for fuel” by “us[ing] the card at any fuel location that accepts MasterCard.” Nevertheless, FleetCor has imposed this charge for transactions at certain “non-preferred” and “out-of-network” fueling stations.

53. To the extent a customer could find any information about this fee, it appears in the small-print Ts&Cs. Example Ts&Cs appear below:

- Transaction is equal to the prevailing Merchant Location's retail price plus or minus a fixed adjustment factor but never below Fuelman cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by Fuelman.
- 9.3 Merchant National Account-Based Pricing. Client price for each Fuel or Maintenance Transaction is equal to the Merchant's prevailing national account price.
- 9.4 Fuelman Cost-Based Pricing. Client price for each Fuel or Maintenance Transaction is equal to Fuelman's delivered cost plus a mark-up. Fuelman's cost is dependent on a variety of factors and can include any or all of the following components: wholesale cost; merchant freight; dealer adjustment; network operation costs; merchant commission; and applicable taxes. Under no circumstance will Client's price be below Fuelman's cost.
- 9.5 Special Network Pricing. Fuelman reserves the right to charge for the use of select sites/merchants. The added charge to use these sites will not exceed the greater of ten cents (\$0.10) per gallon or two dollars fifty cents (\$2.50) per transaction. The list of select sites/merchants is available upon request by calling Fuelman Customer Service.
- 9.6 Universal Pricing. Client price for each Fuel or Maintenance Transaction is equal to an index price established by surveying a subset of transactions in the fueling area. This index can vary from posted retail price and may include a mark-up, but will never be below Fuelman cost. The markup and index calculation basis may vary by region and can change at any time.
- 9.7 Level 2 Pricing. Fuelman may deem the Client to be High Credit Risk Account and reserves the right to invoke Level 2 Pricing in the event that the Client's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at Fuelman's discretion is below Fuelman's standard threshold for creditworthiness (this threshold is five hundred and twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in any 3 month rolling period, or the Client incurs more than one late fee in any 12-month rolling period, or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Client operates in the trucking or transportation industry. Level 2 Pricing is an incremental charge

Paragraph 9.5, labeled “Special Network Pricing,” states that FleetCor may charge a fee for use of certain sites and merchants. Customers who see this disclosure would not know that FleetCor would charge them for using nationwide fueling stations used frequently by FleetCor’s customers’ drivers or the amount of the fee. Instead, they would have to call customer service to get a list of locations where the Convenience Network Surcharge will not apply or make purchases only at the fueling station associated with their card (e.g., BP) to avoid the Out of Network Fee.

54. Customers have complained about the Convenience Network Surcharge and Out of Network Fee:

- “We were told when we signed up with this company that we would not incur fees for set-up, transactions, or annual membership. [M]ystery fees such as [Convenience] Network Fees or Fraud Protection Fees began to appear.”
- “We are [] being charged a convenience network surcharge which Fuelman says is charged by certain gas stations, not sure I believe that since they are always trying to slip something in!”

- Another customer complained that FleetCor told them there were no fees associated with the card when they signed up, yet repeatedly charged the Convenience Network Surcharge, among other fees, stating, “I do not think it is fair to be charged fees after you told me we wouldn’t be charge[d] any.”
- “[In] May 2018, I contacted customer service again regarding the strange charge. Customer service finally informs me that the strange charge is an out of network fee and that every time I use another brand other than bp I have to pay \$2. I’m like wow I was never disclosed this information prior to signing up for the account or during my lifetime of the account until that day.”

Minimum Program Administration Fee

55. In numerous instances, FleetCor has charged customers a Minimum Program Administration Fee (“MAPF”). FleetCor has charged customers at least \$40 million in MAPFs.

56. To the extent customers can find information about the MAPF, it is mentioned in the small-print Ts&Cs:

- 9.7 Level 2 Pricing. Fuelman may deem the Client to be High Credit Risk Account and reserves the right to invoke Level 2 Pricing in the event that the Client's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at Fuelman's discretion is below Fuelman's standard threshold for creditworthiness (this threshold is five hundred and twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in any 3 month rolling period, or the Client incurs more than one late fee in any 12-month rolling period, or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Client operates in the trucking or transportation industry. Level 2 Pricing is an incremental charge above Client's current pricing and the maximum increase is twenty cents (\$0.20) per gallon purchased. Level 2 Pricing remains in effect until such time that Client is no longer considered High Credit Risk Account. Fuelman will review each High Credit Risk Account at least once every three months for changes in creditworthiness. This decision is made solely by Fuelman based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Client questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or at sbfc@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reportaccess.
- 9.8 Minimum Program Administration Fee. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge a Minimum Program Administration Fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.
- 9.9 Rebate/Volume Discount. Fuelman may provide rebate or volume discount off retail price for fuel and nonfuel purchases under certain customer pricing. Such rebate or volume discount could be at transaction level or as separate credit. The rebate program, if applicable to the Client, is only available if the Account is open, in good standing, and is not in default of the payment terms provided within these card client agreement terms and conditions. Please refer to the account pricing documentation for specifics regarding the rebate program detail. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these card client agreement terms and conditions are excluded from the rebate program. Fuelman reserves the right to charge a Rebate Program Fee of up to ten dollars (\$10) per card per billing cycle. Fuelman also reserve the right to change or terminate the rebate program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may change, suspend, or terminate this rebate program without notice.
- 10 Billing & Payments.

Paragraph 9.8 of this card's Ts&Cs states that under certain circumstances FleetCor may charge either a per-gallon or per-transaction fee when fuel prices fall below \$3.25 per gallon (which they have regularly been since 2014). FleetCor customers would not know from this statement when FleetCor may elect to impose the fee, whether the fee would be a per-transaction or per-gallon fee, or what the amount of the fee would be. These fees are also unexpected given FleetCor's promise of "No fees for set-up, transactions or annual membership" in its marketing materials.

57. Customers have complained about the MAPF:

- "After being charged the MAPF without notice, a customer complained, 'I called and they stated they would credit this amount back and send me a cancellation form. Their system is designed to force companies to pay fees without recourse.'"
- "This company charges outrageous, unexplainable fees that are unethical. They claim to refund charges at a later [date] but want you to go ahead and pay the fees. We have been charged a total 'minimum program administration fees' of \$8438.58 since August 2015. Customer service is unable to explain the charges except to say that fuel we charged to the account was cheaper; therefore, we have to pay them the difference."
- "I received our invoice and statement for last month, and noticed we are being charged a 'Minimum Program Administration Fee' in the amount of \$129.65. We were not supposed to be charged fees... I do not think it is fair to be charged fees after you told me we wouldn't be charge[d] any."
- "[W]e started out with the company and for the first few months everything seemed fine. But for the last three months they have tacked on fees. Their only explanation of the fees is 'The Min Admin Program Fee is as a fee that is assessed when the previous month's fuel price is below \$3.25 dollar per gallon. We charge this fee up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.' This explanation makes absolutely NO SENSE since the price of [f]uel has been well below \$3.25 for much longer than we have even been customers of theirs. This seems to be just an easy way for them to get away with tacking on some extra fees whenever they want or need to boost their revenues... We joined with Fleetcor because they state that you can save up to .10 per gallon on your fuel...but then they get you with the [b]ogus fees that end up costing you more money."

Reimposing Fees and Fee-Swapping

58. In numerous instances, when customers have noticed unauthorized fees on their accounts and called FleetCor to complain, the company has stopped charging those specific fees only temporarily (anywhere from one month to one year), before re-imposing them without notice.

59. In numerous instances, when customers have succeeded in complaining about one fee and getting it removed, FleetCor has swapped it with another fee to make up for the lost revenue. Internal communications reflect, for example, that in 2016 FleetCor began charging a Card Fee of \$2.00 per card per month to customers who had complained about the Minimum Program Administration Fee. FleetCor has waived the Card Fee if a large business notices it and complains about it. When smaller businesses have called to complain about the Card Fee, FleetCor often has reduced the Card Fee to \$1.00 per card.

Billing Procedures

60. FleetCor's billing procedures make it difficult for customers to know they have been charged unexpected fees. To bill customers, FleetCor issues a short (typically one-page) customer invoice. FleetCor's customer invoice provides the payment due date and the total balance due, but does not include a description of the fees FleetCor has charged the customer during that billing cycle or even a separate line item indicating the total amount of the fees charged. An example of a FleetCor customer invoice is below:

Fuelman Fleet ProgramPO BOX 923928
NORCROSS, GA 30010**CUSTOMER
INVOICE**

For Customer Service Inquires call: (800) 553-5131

6

**Account Number** [REDACTED]

Please reference your account # on all payments

PERIOD STARTING	02/16/2016
BILLING DATE	02/23/2016
DUE DATE	02/29/2016
TOTAL BALANCE DUE	\$11,382.05
SPEND LIMIT	\$170,000

Account Statement for Activity from 02/16/2016 - 02/22/2016

Payments and Adjustments

Date	Description	Amount
02/20/2016	PAYMENT/ADJUSTMENT	-\$6,157.60
Total:		-\$6,157.60

Access to working capital has never been easier! Get up to **\$100,000** business line of credit powered by Kabbage in as little as **7 minutes!** Apply online at www.fleetcardsUSACredit.com or call us at 1-888-998-3007.

Previous Statement Date	Prior Balance	Payments and Adjustments	Current Activity	Total Balance Due
02/16/2016	\$6,157.60	-\$6,157.60	\$11,382.05	\$11,382.05

FOR PROPER PAYMENT POSTING, PLEASE INCLUDE ONLY CHECK AND REMITTANCE COPY BELOW IN THE ENVELOPE PROVIDED.
ANY ADDITIONAL CORRESPONDENCE SHOULD BE DIRECTED TO THE ADDRESS IN THE TOP LEFT AREA OF THIS STATEMENT.

REMITTANCE COPY - RETURN THIS STUB WITH PAYMENT

Account [REDACTED] (1427000001)

PLEASE MAKE CHECKS PAYABLE TO
Fuelman Fleet Program

BILLING DATE 02/23/2016

DUE DATE 02/29/2016

NEW BALANCE \$11,382.05

PAYMENT AMOUNT \$

REMIT TO:

Fuelman Fleet Program
P. O. Box 70995
Charlotte NC 28272-0995

9999999991427000001200011382053

61. FleetCor has required customers to take extra steps to find information regarding the fees FleetCor charged during the billing cycle. Specifically, customers must access their Fleet Management Report (“FMR”) through an online portal (delivery of the FMR via email, fax, or mail delivery incurs a fee). In it, FleetCor lists some, but not all, of the individual fees that have been assessed.

62. The content and appearance of the FMR has varied by fuel card. On the first page of some FMRs, there has been a product purchase summary labeled “Summary of Transactions This Reporting Period for all Vehicles in Your Fleet”:

FLEET MANAGEMENT REPORT FOR 10/1/2016 – 10/31/2016

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FED TAX	ST TAX	OTH TAX	OTH CHARGES	TOTAL
UNL	142.355	\$242.97	\$26.48	\$30.58	\$0.00		\$300.03
PREM	79.060	\$181.11	\$14.69	\$16.27	\$0.00		\$212.07
UDSL*	1,496.307	\$2,916.78	\$367.95	\$341.18	\$0.00		\$3,625.91
Total	1,717.722	\$3,340.86	\$409.12	\$388.03	\$0.00	\$1,055.90	\$5,193.91

This report is for information only.
Please see remittance copy on the statement for the total payment amount.


63. This summary has contained an “OTH CHARGES” column, which has provided only a total amount. “OTH CHARGES” has not been accompanied by any description of what charges it includes. Generally, this column has been populated only with an amount in the “Total” line. Although not stated in the summary, the Total in this particular FMR consists of the fees that FleetCor has assessed. An example of an FMR is attached as Exhibit H.

64. Some FMRs, however, have contained a “Total” on the first page that has not included fees. In those instances, the actual amount due has not been listed until the last page, where the fees have been itemized. The totals listed on the first and last page of the FMR can differ by hundreds of dollars. For example, one customer received an FMR where the “Total” reflected on the first page of the report and the “Total” reflected on the last page of the report differed by \$775.79 because the total on the first page did not include the fees FleetCor charged this customer. The FMR is attached as Exhibit I, and excerpts from the first and last page appear below:

First Page (Total \$14,207.64):

Fleet Management Report
For Activity from 03/01/2016 to 03/31/2016

Account #: [REDACTED]
Billing Date: 04/01/2016
Name: [REDACTED]



PRODUCT PURCHASE SUMMARY
SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL CARDS

PRODUCT	QUANTITY	UNIT PRICE	TOTAL
FUEL	5,587.75	\$1.95	\$14,207.64
Total	5,587.75	\$1.95	\$14,207.64

Last Page (Total \$14,983.43):

Fleet Management Report
For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]
Billing Date: 04/01/2016
Name: [REDACTED]

CURRENT ACTIVITY SUMMARY

SUMMARY OF ACTIVITY THIS REPORTING PERIOD

DESCRIPTION	Ref Number	Date	Gallons	# of Trans	Amount	Currency
ACHATS MASTERCARD - - BBK0Q CONSTRUCTION	F60924939	04/01/2016	440.84	22	\$828.73	U.S.
ACHATS MASTERCARD - - BBK0R ELECTRIC	F60924940	04/01/2016	427.14	33	\$820.19	U.S.
ACHATS MASTERCARD - - BBK0T MANAGEMENT	F60924942	04/01/2016	339.98	31	\$3,918.92	U.S.
ACHATS MASTERCARD - - BBK0V OFFICE	F60924943	04/01/2016	118.83	8	\$280.32	U.S.
ACHATS MASTERCARD - - BBK0W SALES	F60924944	04/01/2016	423.15	35	\$834.34	U.S.
ACHATS MASTERCARD - - BBK0X CONSTRUCTION	F60924945	04/01/2016	2,045.56	105	\$4,033.83	U.S.
ACHATS MASTERCARD - - BBK0Y TESTING	F60924946	04/01/2016	1,397.25	83	\$2,719.61	U.S.
ACHATS MASTERCARD - - BBK0Z UTILITY	F60924947	04/01/2016	395.00	19	\$771.70	U.S.
REBATE					-\$0.64	U.S.
TRANSACTION FEES	#60671484	03/07/2016			\$299.99	U.S.
MINIMUM PROGRAM ADMINISTRATION FEE	#60880690	03/28/2016			\$476.44	U.S.
		Total			\$14,983.43	U.S.

This report is for information only. Please see remittance copy on the statement for the total payment amount.

65. Respondent Clarke frequently educated himself on company practices, including how fees appeared on billing documents. In one internal email exchange about how fees are presented to customers, Clarke asked to see the billing documents himself, writing, “pls forward me an actual invoice or statement so that I can see how we display [the Minimum Program Fee].” In response, he received three customer invoices and three FMRs (which FleetCor has not provided to customers along with their invoices). The invoices – the billing documents reflecting the total balance due – did not disclose any of the fees being charged. Nevertheless, Clarke did not direct any changes to the Company’s billing practices.

Inaccurate and Unavailable Invoices

66. Numerous customers were unable to view or pay their bills when FleetCor migrated to a new payment and billing platform in December 2016, Global Fleetnet (“GFN”).

67. In numerous instances, when customers could view their bills, those bills had significant errors. For instance, at least 18,000 customers have received invoices that reflected a lower

balance than FleetCor claims they actually owed, causing FleetCor to deem those customers as having underpaid.

68. Despite failing to provide timely invoices or invoices it deems accurate, FleetCor has assessed late fees and finance charges to the customers who have made payments when they received those invoices or based on those invoices. FleetCor did not automatically refund customers for the fees and finance charges that were improperly assessed. Instead, FleetCor put the onus on customers to call and complain. Customers who did not notice the charges and did not call to complain never received refunds for the improper fees.

69. FleetCor's customers continued to experience a variety of problems accessing and paying their bills even after the GFN transition was completed. In February 2017, FleetCor employees noticed that the company had assessed an abnormally high volume of late fees and finance charges to customers. Upon further inquiry, the employees determined that FleetCor had assessed the fees against customers who had not received their bill before the due date. Despite becoming aware of the error, FleetCor determined that it would not proactively refund late fees. Indeed, in an internal email, the Director of Revenue Management stated, "There is nothing we can do now, so we think we will let the Call Center know th[ere] could be some noise coming from this and they can follow a lenient waiver policy for those late fee & finance charge[s]."

70. Problems continued into May 2017, when FleetCor was late in mailing and posting customer invoices online, and invoice amounts did not reflect the actual amount FleetCor deemed the customer to have owed. Rather than credit any customer who incurred a late fee as a result, FleetCor again put the onus on customers to call and complain, despite FleetCor employees flagging a sudden 17 percent increase in the number of customers who paid their invoices late. FleetCor assessed one customer over \$15,000 in late fees despite FleetCor employees internally acknowledging that "[t]he posting and billing errors are our fault. We were not providing the client with the appropriate information to make payments[, and t]he client has made multiple payments that [are] not reflect[ed] in the account."

71. Eventually, FleetCor began refunding certain customers' late fees and finance charges without requiring customers to first complain to FleetCor about the fees, but did not do so for all affected customers. Long after the transition to the GFN platform, some customers continued to experience issues with wrongly assessed fees. For example, in December 2017, one FleetCor customer complained that she still had over \$67,000 in inaccurately assessed late fees and finance charges on her account due to GFN invoicing issues. After she continued complaining, the company ultimately refunded the fees.

72. When FleetCor refunded fees due to GFN billing issues, the refund did not automatically appear on customer invoices. Instead, in numerous instances, the credit took one to two billing cycles to appear on the bill. In the meantime, FleetCor required customers to pay the entire amount listed on the invoice, including late fees and finance charges, until the credits appeared.

73. FleetCor also categorized customers as “high risk” if they incurred GFN-related late fees, and FleetCor charged those customers HRCAs.

74. GFN-related invoice problems also caused customers to more carefully review their bills. A June 2017 communication from the Vice President of Customer Solution Center Operations noted that, “With so much attention on invoices (missing payments, bad balance due, mixed us [sic] terms) customers took a closer look at invoices and noticed fees for the first time.”

Recurring Unauthorized Charges for Unwanted Programs

75. FleetCor has charged customers without authorization for a number of programs, including programs the company calls “FleetDash,” “FleetAdvance,” and “Clean Advantage.” FleetCor has charged customers monthly, quarterly, or per-gallon fees, including fees ranging from \$9.95 to \$29.97 per month, \$50 per quarter, or 5¢ per gallon for these programs on a recurring basis, and has charged customers at least tens of millions of dollars for the programs without their consent.

76. As with card fees, sometimes FleetCor has not initially charged for program membership, and then later has begun imposing charges. Internal documents reflect that FleetCor understood that this approach would be much more profitable than having customers take action to choose to be in any of these programs. For example, when implementing the Clean Advantage Program, internal documents reflect that there would be a: “[P]lanned \$1.5MM revenue initiative in 2018 [to enroll certain customers into the Clean Advantage] program under ‘Free Trial’ approach which could not be realized through ‘Opt in’ approach.”

77. The only information FleetCor has provided about these programs are in mailers and emails. In some materials, FleetCor has not disclosed that there is a fee associated with the programs. *See* Exhibit J. In other materials, FleetCor has included information about costs and what the customer must do to avoid automatically incurring the charge in very small type at the bottom of the page or in the middle of the mailer. Examples of the mailers that customers received are attached as Exhibits J, K, and L.

78. Even FleetCor employees looking for information about the costs associated with the programs have missed disclaimers. One employee who reviewed a letter sent for the Clean Advantage Program could not find any description of how customers opt out of the program and asked, “[W]here is the opt-out language going to be, didn’t look like it was in the letter, will it be on the website?” Another employee responded, “The opt-out language is in the footer of the letter[.]”

79. Regardless of whether a customer takes any action, such as opening the mailer or email, or notices and reads any disclosures about charges, FleetCor charges the customer on a recurring basis for the program.

80. Customers who have become aware of the charges for these programs have complained to FleetCor that they did not authorize the charges:

- “[M]y statement balance reflects...an additional \$29.97 charge for the ‘fleet dash service’ which I was automatically ‘enrolled in’ without my knowledge[.]”
- “Fuelman added, without my consent, a total of \$115 to my bill. This was for a clean air fee. I never requested it. [I]t was added to several bills and they had to go back and credit my account. They constantly add fees without the customer[']s knowledge or agreement”
- “I go online to pay my statement... my statement balance reflects...an additional \$29.97 charge for the ‘fleet dash service’ which I was automatically ‘enrolled in’ without my knowledge” and
- “[FleetCor] added a Clean Advantage program for a fee which I have never opted into nor requested. I have asked numerous times to be removed. Come to find out they will add it to your account every year without authorization and YOU have to call to cancel.”

81. FleetCor has discussed steps to make it difficult for customers who notice the charges to opt out of these programs. For example, one FleetCor employee queried whether opt-outs should be handled the same as they have been for other fees: “I would assume that we do not want to allow a client to opt-out of fees without speaking to a rep so that we can keep the opt-out rate as low as possible.” In many instances, customers who have noticed the charges have been unable to cancel without calling and speaking to a FleetCor representative.

VIOLATIONS OF THE FTC ACT

COUNT I

Deceptive Savings Claims

82. Respondents have represented, expressly or by implication, that consumers will achieve specific per-gallon savings by using FleetCor’s fuel cards.

83. In truth and in fact, in numerous instances in which Respondents have made the representations described in Paragraph 82, the representations were false or unsubstantiated. These representations are material to consumers.

84. Respondents’ representations as set forth in Paragraph 82 are likely to mislead reasonable consumers and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

Deceptive Fraud Control and “Fuel Only” Claims

85. Respondents have represented, directly or indirectly, expressly or by implication, that FleetCor’s fuel cards have fraud controls that prevent unauthorized purchases and consumers can restrict cards to “fuel only” purchases.

86. In truth and in fact, in numerous instances in which Respondents have made the representations set forth in Paragraph 85, FleetCor’s fraud controls have allowed unauthorized purchases, and the cards consumers have restricted to “fuel only” purchases have permitted non-fuel purchases. These representations are material to consumers.

87. Respondents’ representations as set forth in Paragraph 85 are likely to mislead reasonable consumers and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT III

Deceptive Fee and Convenience Claims

88. Respondents have represented, directly or indirectly, expressly or by implication, that FleetCor charges no fees for set-up, transactions, or membership.

89. In truth and in fact, in numerous instances in which Respondents have made the representations set forth in Paragraph 88, FleetCor has charged fees for set-up, transactions, or membership, including “convenience” transaction fees for using FleetCor’s fuel cards to fuel at certain locations. These representations are material to consumers.

90. Respondents’ representations as set forth in Paragraph 88 are likely to mislead reasonable consumers and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT IV

Deceptive Fee and Billing Practices

91. In numerous instances, Respondents have represented, directly or indirectly, expressly or by implication, that consumers owe the total amount due on their bills.

92. In truth and in fact, in numerous instances in which Respondents have made the representation set forth in Paragraph 91, the amount includes fees, interest, and finance charges that the consumers do not owe. This representation is material to consumers.

93. Respondents' representations as set forth in Paragraph 91 are likely to mislead reasonable consumers and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT V

Unfair Fee and Billing Practices

94. In numerous instances, Respondents have billed consumers for fees, interest, and finance charges, and programs for which consumers have not provided express, informed consent.

95. Respondents' actions as described in Paragraph 94 have caused or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition.

96. Respondents' practices as set forth in Paragraph 94 constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a) and (n).

97. The acts and practices of Respondents as alleged in this complaint constitute unfair or deceptive acts or practices, and the making of false advertisements, in or affecting commerce, in violation of Section 5(a) of the Federal Trade Commission Act.

NOTICE

You are notified that on January 25, 2022, at 10:00 a.m., at the Federal Trade Commission offices, 600 Pennsylvania Avenue, NW, Room 532-H, Washington, DC 20580, an Administrative Law Judge of the Federal Trade Commission, will hold a hearing on the charges set forth in this Complaint. At that time and place, you will have the right under the Federal Trade Commission Act to appear and show cause why an order should not be entered requiring you to cease and desist from the violations of law charged in this Complaint.

You are notified that you are afforded the opportunity to file with the Federal Trade Commission (“Commission”) an answer to this Complaint on or before the 14th day after service of the Complaint upon you. An answer in which the allegations of the Complaint are contested must contain a concise statement of the facts constituting each ground of defense; and specific admission, denial, or explanation of each fact alleged in the Complaint or, if you are without knowledge thereof, a statement to that effect. Allegations of the Complaint not thus answered will be deemed to have been admitted.

If you elect not to contest the allegations of fact set forth in the Complaint, the answer should consist of a statement that you admit all of the material facts to be true. Such an answer will constitute a waiver of hearings as to the facts alleged in the Complaint and, together with the Complaint, will provide a record basis on which the Commission may issue a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding. In such answer, you may, however, reserve the right to submit proposed findings of fact and conclusions of law under FTC Rule § 3.46.

Failure to answer timely will be deemed to constitute a waiver of your right to appear and contest the allegations of the Complaint. It will also authorize the Commission, without further notice to you, to find the facts to be as alleged in the Complaint and to enter a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding.

The Administrative Law Judge will hold an initial prehearing scheduling conference to be held not later than 10 days after the answer is filed by the [last answering] Respondent. Unless otherwise directed by the Administrative Law Judge, the scheduling conference and further proceedings will take place at the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Room 532-H, Washington, DC 20580. Rule 3.21(a) requires a meeting of the parties’ counsel as early as practicable before the prehearing scheduling conference, but in any event no later than 5 days after the answer is filed by the [last answering] Respondent. Rule 3.31(b) obligates counsel for each party, within 5 days of receiving a Respondent’s answer, to make certain initial disclosures without awaiting a formal discovery request.

The following is the form of the order which the Commission has reason to believe should issue if the facts are found to be as alleged in the Complaint. If, however, the Commission concludes from record facts developed in any adjudicative proceedings in this matter that the proposed order provisions as to Respondents might be inadequate to fully protect

the consuming public, the Commission may order such other relief as it finds necessary and appropriate.

Moreover, the Commission has reason to believe that, if the facts are found as alleged in the Complaint, it may be necessary and appropriate for the Commission to seek relief to redress injury to consumers, or other persons, partnerships or corporations. Such relief could be in the form of restitution for past, present, and future consumers and such other types of relief as are set forth in Section 19(b) of the Federal Trade Commission Act. The Commission will determine whether to apply to a court for such relief on the basis of the adjudicative proceedings in this matter and such other factors as are relevant to consider the necessity and appropriateness of such action.

NOTICE OF CONTEMPLATED RELIEF

Should the Commission conclude from the record developed in any adjudicative proceedings in this matter that Respondents have violated or are violating Section 5 of the FTC Act, as amended, the Commission may order such relief against Respondents as is supported by the record and is necessary and appropriate, including but not limited to:

- a. A prohibition against deceptive claims in connection with promoting, offering for sale, or servicing any of Respondents' payment cards.
- b. A prohibition against billing a consumer for any charge unless Respondents have obtained that consumer's express, informed consent to that charge.
- c. A prohibition against failing to credit payments to consumers' accounts effective as of the date of receipt.
- d. A requirement that, if Respondents reported to a Consumer Credit Reporting Agency any amount for which Respondents did not obtain Express, Informed Consent, Respondents request that each such Agency delete those amounts from consumers' credit reporting file.
- e. A requirement that, for a period of time, Respondents must send acknowledgments of the order to the Commission.
- f. A requirement that FleetCor employ a Chief Compliance Officer, with a reporting relationship with the Board or a committee thereof, who will deliver regular reports to the Board or a committee thereof regarding Respondents' compliance with the order.
- g. A requirement to file periodic compliance reports with the Commission.
- h. A requirement that, for a period of time, Respondents create and maintain records.

- i. Requiring that Respondents' compliance with the order may be monitored for a term to be determined by the Commission.
- j. Any other relief appropriate to correct or remedy the effects of Respondents' unfair or deceptive practices or of any or all of the conduct alleged in the complaint.

THEREFORE, the Federal Trade Commission this 10th day of August, 2021, has issued this Complaint against Respondents.

By the Commission, Commissioner Wilson dissenting.



April J. Tabor
Secretary

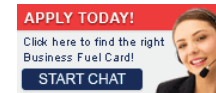
SEAL:

EXHIBIT A

http://www.fuelman.com/fuelman-fleet-fuel-control.aspx Go NOV DEC APR 18 2015 2016 2017 97 captures 10 Jun 2010 - 2 Nov 2017 About this capture

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Customer Service:
1-800-877-0800
Sales: 1-800-FUELMAN (383-5626)



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You're a business... shouldn't you fuel like one?

Don't settle for just a fuel card, get a total Fuelmanagement Solution

For a business that relies on fuel, there's never been a more critical time to make every dollar count!

With a Fuelman solution in place, you can:

- Save Money** Choose from several cards specifically designed to reward volume buyers, small fleets, diesel fleets or mixed fuel fleets. Plus, Fuelman FleetCards can save you up to 15% by reducing unwanted spending and up to 30% on vehicle maintenance purchases.
- Control Spending** Fuelman FleetCards provide the strongest purchasing controls available. You customize each card's limits so you choose when, where, what and how much can be purchased.
- Eliminate Unauthorized Purchases** All Fuelman Fleet Cards authorize, control and track fuel purchases and offer the security of required input of the Driver's Identification Number.
- Enjoy Convenience** Fuelman FleetCards are accepted across the Fuelman Network of 40,000 nationwide fueling stations and 23,000 maintenance sites. No matter where you fuel, your purchases are conveniently consolidated into one easy report and tracked by driver and vehicle.

A Proven Method of Savings

In a recent survey, most Fuelman customers reported an average savings of between 10 and 15 percent. [Read about it here.](#)

The Fuelman program doesn't just save you money on fuel; you can schedule and pay for oil changes and tire rotations as well, maintaining your vehicles and saving you money down the road from costly repairs.

Start Saving in Under Five Minutes

Get started with the right Fuelman Solution for your business TODAY! [Click here](#) and answer a few simple questions about your business and you will receive a recommendation for the Fuelman FleetCard Program that will business your business fleet needs.

Or, call us at 1-800-FUELMAN (383-5626) for a one-on-one consultation.

QUESTIONS?

First Name Last Name
Company Name Number of Vehicles
Phone Number Zip Code

Email Address

Contact Me:
9am - 12pm EST ☒ weekdays ☐ weekends

Best Way to Contact Me: ☐ Phone ☐ Privacy Statement>

CONTACT ME >

Hear what customers are saying:

"Fuelman has given us the ability to keep a closer tab on our employees. In return this has limited the incidents of employees stealing gas by working as a deterrent."

-General Contractor,
with 17 vehicles, Missouri

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EXHIBIT B

http://www.fuelman.com/universal-advantage-fleet-card-details MAY JUN AUG 12 2014 2015 2016 About this capture

28 captures
12 Jun 2015 - 13 Oct 2016

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Customer Service:
1-800-877-0800
Sales: 1-800-FUELMAN (383-5626)



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[About Fuelman](#) | [Your Fleet Needs](#) | [Program Details](#) | [Find Your Program](#) | [Apply Now](#)



Flexibility, control and convenience

Businesses like yours face cost control challenges every day. With the high cost of fuel and fleet expenses, a new idea in fleet management might be just what you need. The Universal Advantage FleetCard offers complete control over fuel and maintenance purchases and can be used anywhere Voyager® is accepted.

Nationwide Acceptance with Purchase Controls you Set

- Accepted at over 230,000 Voyager network fuel and maintenance locations throughout the United States.
- Choose the most convenient and cost saving sites for your business.
- Prevent unwanted non-fuel spending with a fuel-only card.
- Open cards to make purchases at over 70,000 maintenance locations.



APPLY NOW >

Fleet Management Savings and Rebates

- Save up to 15% on fuel management costs.*
- Continue to save up to 6¢ per gallon with Universal Advantage volume rebates and purchases made at Fuelman® Discount Network Locations.**

Unparalleled Reporting Eliminates Extra Administrative Work

The Universal Advantage Fleet Card offers:

- Easy to understand reporting, detailing every transaction on every card, including driver and vehicle listings, transaction data, exemption summary, fuel summary and more.
- Download full transaction information into your vehicle management system or database.
- Access to all your account information-in real time.

Fleet Controls

Controlling purchases is the best way to keep fuel costs down, saving you money and reducing fraud.

- Create custom spend limits for each card.
- Set fueling transaction controls to restrict what, where and when drivers can purchase.
- Prevent unwanted spending like convenience store purchases.

QUESTIONS?

First Name Last Name

Company Name Number of Vehicles

Phone Number Zip Code

Email Address

Contact Me:
9am - 12pm EST ☒ weekdays
☐ weekends

Best Way to Contact Me:
Phone Privacy Statement >

CONTACT ME >

Hear what customers are saying:

"Fuelman has given us the ability to keep a closer tab on our employees. In return this has limited the incidents of employees stealing gas by working as a deterrent."

-General Contractor,
with 17 vehicles, Missouri

[READ MORE >](#)

*Studies show that on average, fleets that change from no fuel management program to a managed fuel program realize savings up to 15% on their overall fuel management costs. With reduced paperwork, added cost controls, and the ability to choose a low priced fueling location, the savings add up.

**Earn up to 6¢ per gallon in rebates from a combination of a 3¢ per gallon discount within the Fuelman® Discount Network and up to 3¢ per gallon in volume rebates. Purchases must be made with the Universal Advantage Fleet Card and the account must be in good standing. Rebates are subject to forfeiture for inactivity.

*** The Fuelman® Discount Network is a selected group of fuel locations that allow cardholders additional savings and benefits. For a list of participating sites, visit www.fuelmandiscountnetwork.com. Fuelman® is a registered trademark of FLEETCOR Technologies Operating Company, LLC.

**** Voyager is a registered trademark of U.S. Bank National Association.



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EXHIBIT C

http://www.fuelman.com/fuelman-advantage-fleet-card-details.aspx Go JUN AUG SEP 01 101 captures 3 Jun 2010 - 10 Sep 2017 2015 2016 2017 About this capture

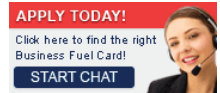
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Sales: 1-800-FUELMAN (383-5626)



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Save up to 5¢ per gallon with the Fuelman Advantage Fleet Card

The Fuelman Advantage FleetCard is the fleet card that saves you money through the most extensive set of fleet fueling controls in the industry.

Here's how the Fuelman Advantage FleetCard will help your business:



APPLY NOW >

Savings

- Save up to 5¢ per gallon with volume rebates when your drivers fuel at Fuelman sites*
- No fees for set-up, transactions or annual membership

Controls

- Restrict card purchasing to fuel or fuel and maintenance only
- Customize purchase limits by type of fuel, time, date and/or gallons
- Control fraud with real-time text and email alerts on unusual transactions
- Monitor activity and manage your accounts online in real-time

Convenience

- Fuel at over 50,000 locations nationwide
- Visit any of 20,000 locations for maintenance purchases
- Find convenient locations via www.fuelman.com or the Fuelman Mobile Site Locator app
- Manage your fleet on the go with the free Fuelman Mobile smartphone app

APPLY NOW >

QUESTIONS?

First Name Last Name
 Company Name Number of Vehicles
 Phone Number Zip Code

Email Address

Contact Me:
 9am - 12pm EST ☒ weekdays ☐ weekends

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Hear what customers are saying:

"Fuelman has given us the ability to keep a closer tab on our employees. In return this has limited the incidents of employees stealing gas by working as a deterrent."

-General Contractor, with 17 vehicles, Missouri

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*Volume rebates based on the number of gallons purchased monthly. Unleaded and diesel grade fuels are included. Discount does not apply to gallons pumped at the Convenience Network, Chevron, Texaco, Pilot, Sinclair, and ARCO. Rebates are subject to forfeiture if account is not in good standing.

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EXHIBIT D

ABC Company
Attn: Name or Title or default to President
1234 Main Street
Your Town, IL 12345-6789



- Use the card at any fuel location that accepts MasterCard
- Control purchases
- Monitor spending
- Reduce fraud
- Minimize paperwork

Matt Nicholson

Customer codeXXXXXXXXXX
Promo codeBP2017Q4AA
Offer expires11/30/2017

00716



Promo Code: BP2017Q4AA

EXHIBIT E

Save up to 20¢ per gallon

On diesel purchases with wholesale-based fuel pricing.*

Keep diesel fuel expenses in check, so you can invest more into your business. The Fuelman Advantage Local Diesel FleetCard offers unparalleled savings on diesel fuel at local merchants. In addition to wholesale based savings, our industry leading purchase controls and detailed reporting can save your business up to 15% in overall fuel management costs through spend monitoring and the prevention of driver theft and fraud.

Here's how the Fuelman Advantage Local Diesel FleetCard helps your business:



Savings

- Save up to 20¢ per gallon on diesel fuel through wholesale-based pricing*
- PLUS: Save up to an extra \$250 for the first 3 months**
- No set-up, transaction or annual fees



Controls

- Ensure drivers can only make business purchases by restricting cards to fuel or fuel and maintenance only
- Monitor transactions and manage your account online in real-time
- Customize card limits by gallon amount, fuel type, time or day of week
- Receive real-time email or text alerts on unusual transactions



Convenience

- Fuel up at over 50,000 commercial fueling locations nationwide
- Use the card for maintenance purchases at 20,000 locations
- Find convenient locations via www.fuelman.com or the Fuelman Mobile Site Locator
- Manage your fleet on the go with the free Fuelman Mobile application. Download today in the iTunes or Google Play Stores by searching "Fuelman Mobile".



Start putting more money back into your business today!

For more information or to apply today:

1-800-FUELMAN (1-800-383-5626) or www.fuelman.com

FAC-0312

* Wholesale cost calculated as cost of fuel plus a small margin to cover freight and transaction fees. Actual savings vary based on the market and the retail price of fuel in the market. Savings are capped at 20¢ per gallon, where available. Up to 20¢ deep discount not available on unleaded grade fuel and not available on gallons pumped at Chevron, Loves, Wilco-Hess, Petro/Flying J and TA.

** To qualify for the \$250 promotional offer, the account must purchase at least 5,000 gallons of fuel within the first 90 days from the account set-up date. Promotional rebate is credited to the account in full during the following billing cycle. Accounts must be set-up by March 27, 2015 to be eligible for the promotional offer. The account must be in good standing and rebates are subject to forfeiture for inactivity.

† A Fleet Financials survey shows that, on average, fleets that change from no fuel management program to a managed fuel program realize savings of up to 15% on their overall fuel management costs.

Fuelman® is a registered trademark of FLEETCOR Technologies Operating Company, LLC.



Fuel Local and Save Big!

The Fuelman Advantage Local Diesel FleetCard offers savings of up to 20¢ off retail prices, helping diesel users maximize their savings.* Flexible billing terms are available to suit your needs—monthly, bi-weekly, and weekly billing.

Ask your sales representative about these additional services.



Fuelman Mobile

Manage your fleet anytime, anywhere with the convenience of the free Fuelman Mobile application.



On-Site Fueling

Receive integrated fuel usage reports and establish on- and off-site purchasing controls. Reduce up front costs with our pay as you go option.



Maintenance

Consolidate fuel and maintenance purchases on a single account while tracking and controlling vehicle expenses.



Tax Exemption

Fuelman Advantage FleetCard supports tax exemptions for qualifying organizations.



GPS Integrated Reporting

Integrate your fuel and GPS reporting through our relationships with several major telematics providers.



Roadside Assistance

Stay on the road with complimentary access to our roadside assistance hotline. Pay only when used for mechanical assistance, towing services, mobile glass repair, and more.



Enhanced Reporting

Save even more with fuel expense and performance reporting.



Credit Building Products

If your business is credit challenged, Fuelman offers deposit and other credit building products for those not qualifying for our standard program.

Call today to choose the right fuel management program for your business!

For more information or to apply today:
1-800-FUELMAN (1-800-383-5626)
www.fuelman.com

Sales Representative:

Name: _____

Phone: _____

Email: _____

* Wholesale cost calculated as cost of fuel plus a small margin to cover freight and transaction fees. Actual savings vary based on the market and the retail price of fuel in the market. Savings are capped at 20¢ per gallon, where available. Up to 20¢ deep discount not available on unleaded grade fuel and not available on gallons pumped at Chevron, Loves, Wilco-Hess, Petro/Flying J and TA.

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EXHIBIT F

http://www.fuelman.com/fuelman-diesel-advantage-fleet-card.aspx Go **MAR APR MAY** **02** **2015 2016 2017** **78 captures** 3 Dec 2010 - 3 Sep 2017 **Facebook Twitter** **About this capture**

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Fuelman Fuel Program

Fuelman Merchant Program

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Apply Now

Save up to 10¢ per gallon on diesel fuel with wholesale-based pricing

The **Fuelman Diesel Advantage FleetCard** offers the best savings for heavy users of diesel fuel. In addition to wholesale-based pricing*, our purchase controls and detailed reporting can save your business up to 15% in overall fuel management costs through fuel spend monitoring and the prevention of driver theft and fraud.†

Here's how the Fuelman Diesel Advantage FleetCard will help your business:

Savings

- **Save up to 10¢** per gallon on diesel fuel with wholesale-based pricing
- **No fees** for set-up, transactions or annual membership

Controls

- **Restrict card purchasing** to fuel or fuel and maintenance only
- **Customize purchase limits** by type of fuel, time, date and/or gallons
- **Control fraud** with real-time text and email alerts on unusual transactions
- **Monitor activity** and manage your accounts online in real-time

Convenience

- **Fuel at 50,000 locations** nationwide
- **Visit any of 25,000 locations** for maintenance purchases
- **Enroll in automated tax reporting** for off-road diesel and IFTA filing purposes
- **Find convenient locations** via www.fuelman.com or the *Fuelman Mobile Site Locator*
- **Manage your fleet** on the go with the free *Fuelman Mobile* smartphone app



APPLY NOW >

QUESTIONS?

First Name Last Name
 Company Name Number of Vehicles
 Phone Number Zip Code

Email Address

Contact Me:

9am - 12pm EST

☒ weekdays☐ weekends

Best Way to Contact Me:

Phone

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CONTACT ME >

Hear what customers are saying:

"Fuelman has given us the ability to keep a closer tab on our employees. In return this has limited the incidents of employees stealing gas by working as a deterrent."

-General Contractor,
with 17 vehicles, Missouri

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* Wholesale cost calculated as cost of fuel plus a small margin to cover freight and transaction fees. Actual savings vary based on the market and the retail price of fuel in the market.

† A Fleet Financials survey shows that, on average, fleets that change from no fuel management program to a managed fuel program realize savings of up to 15% on their overall fuel management costs.

Fuelman® is a registered trademark of FLEETCOR Technologies Operating Company, LLC.



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EXHIBIT G

UNIVERSAL ADVANTAGE FLEETCARD CARDHOLDER AGREEMENT

Terms and Conditions (For Commercial/Business Use Only)

This Agreement sets forth the terms and conditions for use of the UNIVERSAL ADVANTAGE FleetCard Cards ("Cards") and the account established in connection with the Cards ("Account") operated by FleetCor Technologies Operating Company, LLC ("FleetCor"). FleetCor and its agents, suppliers and contractors are sometimes hereafter referred to collectively as "Operator" or "we." Use of the Account and the Cards constitutes acceptance of this Agreement and any subsequent use following any future changes to this Agreement constitutes acceptance of any changes made to the terms and conditions of this Agreement. "Customer" means the business for which the Account has been established (also referred to as "you" in this agreement).

- 1. Nature of Account and Card Use.** Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes and for individual retail sales. The Customer will have neither consumer law rights nor remedies available to consumers associated with any illegal purchases, charges, or other activity associated with the Account. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Operator for all amounts or expenses paid by such entities as a result of such use. All Cards issued to Customer shall remain the property of the Operator and must be returned upon request. Use of the Cards and assigned point-of-purchase ("POS") authorization identification numbers ("PINs") may be canceled, revoked, repossessed or restricted at any time. Only authorized Customer representatives will be allowed to make changes to the Account.
- 2. Account Principal Responsibilities.** Each principal (a "Principal") for this Account, if any, as Operator or its personnel and unconditionally, jointly and severally liable with Customer, as principal and not as surety or guarantor, for the payment and performance when due of all obligations owed on the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay, or cause to be paid, all amounts due to the Operator. The Principal is responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law.
- 3. Administration and Security of Cards.** You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to your card or a card you request for them on your account number. However, if you do, you must pay for all charges made by those persons, including charges for which you may not have intended to be responsible. In order to cancel permission of an authorized user to use your account, you must notify us in writing via mail to customer service address on the billing statement and you must notify us, with your written notice, any card in the possession of the authorized user. You will continue to be liable for all purchases made by authorized users, even if you no longer want them to make purchases and even if they leave your employment, and all other resulting account fees and charges, until we receive your letter. If you leave the business for any reason, or if the business ceases ongoing operations, it is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, you must notify us in writing so that we may close your account. You are responsible for the payment of all charges on your account, including any late fees, and you agree to pay for any options you choose may include individual monthly Card Fees of up to ten dollars (\$10). The Card Fees will be aggregated on the statement detail.
- 4. Spend Limit.** The spend limit for the Account is determined by FleetCor and adjusted up or down periodically without prior notice based on changes in the Account's purchase volume, average fuel prices, billing cycle, payment terms, and the Customer's creditworthiness. The amount of spend limit and available credit for the Account is available anytime by calling the toll free customer service line and using the special security code or via the online account management system (called "Fleet"). Customer may not allow or cause its use, including the use of the Account's purchase volume, average fuel prices, billing cycle, payment terms, and the Customer's creditworthiness, and fees and other charges on the Account, to exceed its spend limit at any time. FleetCor may decide, at its own discretion, to decline or approve any transactions made after Customer exceeds the Account spend limit, or to lock the Account until the balance due is paid in full. FleetCor reserves the right to charge an Over Limit Fee up to fifty dollars (\$50) per Over Limit transaction authorized. If the Account is suspended for any reason and subsequently reopened it may be charged a Reinstatement Fee of up to fifty dollars (\$50). In order to periodically re-evaluate the Account's spend limit, Customer hereby agrees to allow Operator to obtain credit reports on the Customer and/or any guarantor of the Account whenever Operator deems necessary.
- 5. Billing and Payment Terms.** Billing cycle and payment terms are established for the Customer during the initial Account application process and are subject to change by FleetCor as outlined below. This is not a revolving credit account. The Amount Due shown on each Account statement is due and payable via check or electronic payment drawn on the Customer's US bank account and must be posted to the Account by the Amount Due date shown on the statement. The Total Balance amount on each Account statement includes transactions posted since the prior statement date (current period charges), applicable service fees, amounts paid (e.g., unpaid amounts previously billed), late payment charges, and any other applicable charges, less posted payments and applicable credits and/or rebates. For prepaid Accounts, charges made to the Account and any applicable fees will be deducted from the Account balance, and all payments require collected funds. Checks should be made out to "Cardholder" and not "FleetCor". Payment instructions for the statement in summary page via US Mail to the address shown on the statement. Overnight payments may be sent via guaranteed delivery to 1001 Service Rd, East, Hwy, 100, Suite 200, Covington, LA 70433-2181. UNIVERSAL ADVANTAGE Accounts Receivable. conforming payments received before 7:00AM EST on regular weekdays (Monday through Friday, excluding banking holidays) will be posted the same day. All other payments will be posted the following business day. If Customer does not make full payment of the Amount Due by the Amount Due date, then Customer shall pay a Late Payment Fee equal to: (i) the greater of (a) seventy-five dollars (\$75) or (b) 9.99% of the New Balance (defined below) or (c) the maximum amount permitted under applicable law if less than the amount in subsection (i). To determine the New Balance for the purposes of late fees, FleetCor starts with the Amount Due on the statement for which the payment is late. Any purchases and other debts posted to the Account through the end date of the current (next succeeding) billing statement may be added to this. Appropriate Late Interest Charges and fees are added and other applicable adjustments made. FleetCor also reserves the right to charge a Returned Check Fee of up to fifty dollars (\$50) or the maximum amount permitted by law, whichever is less. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for delinquency, we may, in our sole discretion, stop sending you billing statements. However,

- fees will continue to accrue whether or not we send you billing statements. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.
- 5.1 Annual Percentage Rate.** The Annual Percentage Rate for purchases is thirty two percent (32%), which corresponds to the daily periodic rate of 0.0877%, or the maximum amount allowed by applicable law, whichever is less. The daily periodic rate is the annual percentage rate divided by three hundred sixty-five (365).
- 5.2 Late Interest Charges.** If Customer's Statement is paid in full every Billing Cycle by the applicable Amount Due date, the Account will incur no Late Interest Charges. Late Interest Charges will not accrue for each purchase as of the date the purchase is added to the Account. If payment in full of the Amount Due shown on the Statement for a Billing Cycle is credited to Customer's Account by the Amount Due date shown on that respective Statement, then Late Interest Charges will not accrue for purchases from the date on which payment in full of that Amount Due is credited to Customer's Account, provided the Amount Due of the next Statement attributable to such purchases is paid by the Amount Due date reflected in such next Statement (late interest due because Customer does not pay in full the Amount Due of the next Statement will be reflected in the following Statement). In addition, Late Interest Charges will not accrue for purchases during a Billing Cycle if the Amount Due shown on the Statement for the prior Billing Cycle is zero (\$0) or a credit balance, provided the Amount Due of the next Statement attributable to such purchases is paid by the Amount Due date reflected in such next Statement (late interest due because Customer does not pay in full the Amount Due of the next Statement will be reflected in the following Statement). The fact that FleetCor may charge late interest if Customer fails to make full payment of the Amount Due by the Amount Due date does not in any way authorize the Customer to elect not to pay such Amount Due by the Amount Due date, nor does it indicate that FleetCor has consented to the failure by Customer to make such full payment.
- 5.2.1 Periodic Late Interest Charges** are calculated in two steps as follows: First, for each day of the Billing Cycle, FleetCor multiplies the daily balance by the applicable daily periodic rate.
- 5.2.2 Second,** for each day of the prior Billing Cycle, FleetCor multiplies the daily balance by the amount made in the previous day's late interest calculation, and then the amount due does not go to this second step if it received payment in full of the Amount Due on Customer's previous billing Statement by the Amount Due date or if a periodic Late Interest Charge was already billed on that balance.
- 5.2.3 For Late Interest charge calculation purposes,** the Billing Cycle begins on the day after the Closing Date of the Statement and includes the following Closing Date. The number of days in the Billing Cycle may vary.
- 5.2.4 The daily balance is calculated** by taking the beginning balance every day (which may include unpaid interest charges from previous Billing Cycles), adding any new transactions and any new fees, subtracting any credits or payments posted as of that day, and any other adjustments. Daily Periodic Late Interest Charges will be rounded to the nearest cent. Unless FleetCor elects to use a later date as a new Transaction is added to the balance as of the Transaction date shown on Customer's billing report. A credit balance is treated as a balance of zero.
- 6. Revolving Accounts.** Some accounts have revolving credit terms and are therefore revolving accounts. If your account has revolving terms, your statement will contain, among other things, an "Annual Percentage Rate" box, a "Periodic Rate" box, a "Finance Charge" box and a "Min. Payment Due." The following subparts (a) through (f) of this "Revolving Accounts" Section are applicable only to revolving accounts.
- 6.1. Payments:** You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The Amount Due shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sooner you pay the Amount Due the less you will pay in finance charges. Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay in US dollars drawn from funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. Conforming payments received before 7:00AM EST on regular weekdays (Monday through Friday, excluding banking holidays) will be posted the same day. All other payments will be posted the following business day.
- 6.2 Periodic Finance Charges:** You will pay a finance charge equal to the daily periodic rate on the daily balance. The total periodic finance charge for each billing period is the sum of the daily periodic rate charges for each day in the billing period. Periodic finance charges on purchases will begin to accrue from the date the purchase is added to the daily balance, as described below, and continue to accrue until payment in full is credited to the account. The daily periodic rate used in determining the periodic finance charge will be a variable rate, which may change from month to month. The daily periodic rate during each billing period will be 1/365th of the sum of an Index plus 23.99% or not more than the maximum rate permitted by applicable law. The Index will be the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal within the 90 calendar days immediately preceding, but not including, the first day of each billing period. Your annual percentage rate will be reflected on your billing statement. An increase in the Prime Rate will increase the applicable daily periodic rate and you may increase the minimum payment due on your account. *If you pay the full amount of the Amount Due each month by the due date, no periodic finance charges will be assessed.*
- 6.3. Daily Balance Calculation:** To get the daily balance for each day, take the beginning balance on the account, including any accrued but unpaid finance charges and other fees through the previous day, add any new purchases, or debit adjustments, and subtract any payments, credits or credit adjustments. Purchases are included in the daily balance as of the later of the date of the transaction or the first day of the billing period in which the purchase is entered on the account. However, if you pay the Amount Due shown on the previous billing statement in full on or before the due date shown on that billing statement, new purchases will not be included in the daily balance for purposes of interest calculations until the next payment due date.
- 6.4. Minimum Finance Charge:** Your minimum periodic Finance Charge of \$2 for each billing period during which any finance charge is assessed on the account as a result of application of the daily periodic rate.
- 6.5. Late Fee:** You agree to pay a late payment fee equal to the greater of up to \$75 or 9.99% of the New Balance for each billing period for which the Minimum Payment Due is not received by the Payment Due Date.
- 6.6. Minimum Amount Due:** Each month you must pay a minimum amount that is equal to the sum of the following amounts:
- The greater of 10% of the Amount Due shown on the statement (for purposes of this calculation, the Amount Due shall be reduced by any amounts which exceed your spend limits) or 1% of the Amount Due plus billed finance charges and fees; and
 - The greater of amounts which exceed your spend limits or amounts which are past due.
- 7. Security Deposit.** As part of the credit review, Customer may be required to provide a security deposit to FleetCor to secure the full and faithful performance of all of Customer's obligations. If required, Customer understands that the spend limit will be equal to an amount that is up to eighty

- percent (80%) of the security deposit amount. Customer understands that the spend limit will not be activated for use until FleetCor has received confirmation from its bank that the security deposit funds are available for use. In the event Customer defaults or otherwise fails to perform any obligation owed to FleetCor, Customer authorizes FleetCor to use, without notice or demand, the security deposit funds to satisfy any such default or obligation. Customer represents that the security deposit is made in the ordinary course of Customer's business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between FleetCor and Customer as a result of the Customer's payment and FleetCor's acceptance of the security deposit. Customer authorizes FleetCor to commingle the security deposit with other FleetCor funds. After receiving a written request from Customer, FleetCor may, but is not obligated to, reevaluate the necessity and the amount of the security deposit. Customer will provide FleetCor financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in Customer's financial condition, FleetCor may determine, in its sole discretion, to return the security deposit. FleetCor may also require an increase in the security deposit amount at any time from time to time. FleetCor will return the security deposit to Customer upon termination of the account and full performance by Customer of its obligations to FleetCor.
- 8. Check by Phone Fee.** FleetCor reserves the right to charge a Check by Phone Fee not to exceed twenty-five dollars (\$25) for Customer requested payment made either through the Interactive Voice Response (IVR) system or by calling customer service representative. You can avoid the Check by Phone Fee by using the online account management system to pay your account electronically.
- 9. FleetCor Initiated Electronic Funds Transfer (EFT) Payment Method.** Authorization to Debit Bank Account. FleetCor, at its sole discretion, may offer Customer the option of EFT Payment. If you have completed an EFT authorization form, you hereby authorize us to deposit, settle funds, and deduct funds you owe us from your designated bank account (Bank Account). On the due date of each Billing Cycle, we will initiate a debit to the Bank Account to pay the Total Balance Due of the account from the previous Billing Cycle. We will also debit the Bank Account to pay the amount charged to the account any time the balance of the account reaches the amount made in the previous day's late interest calculation, and then the amount due does not go to this second step if it received payment in full of the Amount Due on Customer's previous billing Statement by the Amount Due date or if a periodic Late Interest Charge was already billed on that balance. If insufficient funds are available in the Bank Account to pay the Total Balance Due at the time a debit is initiated, you will not be able to make any further purchases using the cards until such time that you pay the outstanding balance in the account. Furthermore, you will be assessed a Returned Check Fee, Late Payment Fee and Late Interest Charges related to the insufficient funds transaction. If the EFT option is offered to Customer, FleetCor reserves the right to charge a bank handling fee of up to twenty-five dollars (\$25) for each EFT draft. We may change our billing and debiting cycle at any time without notice.
- 9.1 Change in Bank Account.** To Change Bank Account, Customer's authorized representative must provide a written request of such change. The request should include the following information for the new account:
- Bank name (the bank must be a member of the National Automated Clearinghouse Association (NACHA));
 - Branch address;
 - Branch number; and
 - Account number
- The request should also contain a voided check from the new Bank Account. It will take approximately ten days for us to change the account. During this time, you agree to cooperate with us to provide additional information necessary to make the change and to execute a test of the change.
- 10. Account Administration Fee.** Depending on the application under which you applied and your account pricing, your account may be charged an Account Administration Fee of up to ten dollars (\$10) per billing cycle. FleetCor reserves the right to change this fee at any time without notice.
- 11. Rebate Program Terms.** Depending on the application under which you applied and your account pricing, your cards may qualify for a purchase rebate program. The rebate program, if applicable to your account, is only available if your account is open, in good standing, and is not in default of the payment terms provided within these cardholder terms and conditions. Please refer to your account pricing documentation for specifics regarding rebate levels. Aviation purchases, bulk purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these cardholder terms and conditions are excluded from this rebate. FleetCor reserves the right to charge a Rebate Program Fee of up to ten dollars (\$10) per card per billing cycle. We reserve the right to change or terminate this Fuel Rebate Program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, we reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge, suspend, or terminate the rebate program without notice.
- 12. Minimum Program Administration Fee.** Under circumstances where the previous month's average fuel price (defined as the U.S. Regular Gasoline Price by the U.S. Energy Information Administration) is below \$3.25 dollar per gallon, we may charge a Minimum Program Administration Fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.
- 13. Additional Services.** Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service. FleetCor also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other Vendors to the Customer. In no case is FleetCor making any representation about the quality or value of any particular product or service.
- 14. Credit Balance.** Unless your Account is a prepaid account, you may not make a payment on your Account that will create and/or maintain a credit balance on your Account in excess of any applicable spend limit. You agree to refund to us the amount of a credit balance that is in excess of the amount of any credit balance by the amount of new charges posted to your Account. You agree and understand that a credit balance on your Account may not increase the amount of available credit on your Account.
- 15. High Credit Risk Account.** In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor's discretion is below FleetCor's standard threshold for creditworthiness (this threshold is five hundred and twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in a 3-month rolling period, or the Account incurs more than one Late Fee in any 12-month rolling period, or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Customer operates in the trucking or transportation industry, FleetCor may deem the Customer to be a "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (day-to-pay), and spend limit in accordance with the Change of Terms procedures as explained elsewhere in this Agreement. FleetCor reserves the right to charge a transaction fee of up to five dollars (\$5) per transaction or a High Credit Risk Fee of up to two percent (2%) of the Account's spend limit per billing

- cycle for High Credit Risk Accounts. In the event an Account is deemed a High Credit Risk Account by any of the criteria above, FleetCor may also terminate any discounts/rebates that would otherwise be earned until such time that Customer is no longer a High Credit Risk Account. FleetCor will review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by FleetCor based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Customer questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun & Bradstreet Corporation, 103 KFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-6495 or at stife@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reporterrors.
- 16. Pricing Methodology.** FleetCor establishes competitive local market Fuel and Maintenance Transaction prices for the Universal Advantage FleetCard program depending on a variety of factors (e.g., product costs, purchase volume, market conditions). Transaction pricing can be Merchant Retail-Based, Merchant National Account-Based, FleetCor Cost-Based, Universal Pricing or a combination thereof. The pricing methodology can vary by product type and is disclosed to Customer in the Application, Approval Letter, and/or subsequent written notification. Additional chargefees and/or discounts may apply based on the Customer's agreed-upon program.
- 16.1 Merchant Retail-Based Pricing.** Customer price for each Fuel or Maintenance Transaction is equal to the prevailing Merchant Location's retail price plus or minus a fixed adjustment factor but never below FleetCor's cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by FleetCor.
- 16.2 Merchant National Account-Based Pricing.** Customer price for each Fuel or Maintenance Transaction is equal to the Merchant's prevailing national account price.
- 16.3 FleetCor Cost-Based Pricing.** Customer price for each Fuel or Maintenance Transaction is equal to FleetCor's delivered cost plus a mark-up. FleetCor's cost is dependent on a variety of factors and can include any or all of the following components: wholesale cost; merchant freight; dealer discounts; and two dollars fifty cents (\$2.50) per transaction. The list of select steamer/ships is available upon request by calling FleetCor Customer Service.
- 16.4 Special Network Pricing.** FleetCor reserves the right to charge for the use of select steamers/ships. The added charge to use these sites will not exceed the greater of ten cents (\$0.10) per gallon or two dollars fifty cents (\$2.50) per transaction. The list of select steamer/ships is available upon request by calling FleetCor Customer Service.
- 16.5 Universal Pricing.** Customer price for each Fuel or Maintenance Transaction is equal to at index price established by surveying a subset of transactions in the fueling area. This index can vary from selected retail locations and may include a mark-up, but will never be below FleetCor's cost. The markup and index calculation basis may vary by region and can change at any time.
- 16.6 Level 2 Pricing.** FleetCor reserves the right to apply Level 2 Pricing in any of the criteria defined in the High Credit Risk Account section is met. The Level 2 Pricing is an incremental charge above Customer's current pricing. The maximum increase is twenty cents (\$0.20) per gallon purchased. Level 2 Pricing remains in effect until the next Billing Cycle following when all amounts owed on the Account are paid in full and/or Customer's Credit Score is higher than the risk threshold for a 3-month rolling period.
- 17. Change of Terms; Termination.** FleetCor may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may include, but are not limited to, information in Customer's credit report, such as Customer's failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include, but are not limited to, competitive or market-related factors. Changing terms includes adding, replacing, and deleting provisions relating to the Account and to the nature, extent, and enforcement of the rights and obligations Customer or FleetCor may have relating to this Agreement. FleetCor will provide Customer with notice when required by law by mailing a letter or the terms to Customer at the latest address shown in its records. Any changes will apply to the current balance of the Account as well as to future balances. If Customer does not agree to any such change, Customer may end this Agreement by notifying Operator at the toll free customer service line or via mail to the customer service address on the billing statement before the effective date of the change, returning all Cards to Operator and paying what is owed under the terms of this Agreement. Unless FleetCor notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. FleetCor may terminate this Agreement at any time by written or telephone notice to Customer.
- 18. Statements and Reporting.** Account statements and standard fleet management reports are available on-line via Fleet. FleetCor reserves the right to charge a Reporting fee of up to a maximum of twenty dollars (\$20) per billing cycle. FleetCor can also provide paper copies of each statement and the accompanying management report with a transaction details via US Mail. FleetCor reserves the right to charge a Paper Report Fee up to a maximum of fifteen dollars (\$15) per billing cycle. FleetCor also reserves the right to charge a Research Fee of up to twenty dollars (\$20) per statement for providing copies of prior statement statements. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, gallons, price per gallon).
- 19. Card Acceptance.** Universal Advantage fleet cards are typically accepted at all fueling locations that accept Voyager® Network cards, and may be allowed to make purchases at accepting maintenance merchants. However, US Bank and FleetCor are not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Additionally, if the Account is over the spend limit or delinquent, authorization of additional transactions may be declined. Universal Advantage cards will not be using for gambling, online gaming, illicit drug transactions, or other illegal transactions including without limitation, the use of illegal credit cards or payment methods. FleetCor reserves the right to decline or refuse to process any transaction if it determines, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or that are prohibited by local law.
- 20. Card Purchasing Controls.** Cards may be configured to attempt to limit acceptance and transaction amounts. Transaction limits may be configured by limiting the number of transactions, maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and determine if most fueling locations prior to turning on the pump. Fueling merchants may refuse the amount of fuel dispensed if the transaction is good in type, but not in amount. FleetCor reserves the right to change the Account's billing cycle, payment terms (day-to-pay), and spend limit automatically shut off at a Card's transaction dollar limit. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all charges on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.
- 21. Disputed Item.** Customer must notify Operator in writing to customer service address on the billing statement of any disputed item on Customer's billing statement within sixty (60) days from the

date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Operator is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay the Account and settle the dispute directly with the merchant. Operator is not responsible if any merchant refuses to honor the Card. Phone, email, fax, and any other form of communication questioning a transaction may initiate a dispute, but a dispute form may need to be completed to process the dispute request. In the written dispute, Customer must provide the following information:

- Name and title of individual submitting the written dispute, Customer's name, Customer's address, Customer's phone number, Account control number, the name or description on the Card on which the disputed transaction occurred, and the affected Card's embossed number.
- Merchant's name, merchant's address, transaction description, posting date, statement period, and dollar amount of the suspected error. For other disputed issues, the description and amount of the charge along with the statement period is sufficient.
- Describe the error and explain why Customer believes there is an error. If Customer needs more information, describe the item(s) Customer is unsure about.
- To avoid Late Fees and/or Late Interest Charges, Customer determines the validity of the dispute. In the event the dispute is deemed valid, FleetCor will credit the amount back to the Customer's Account.

In the event Customer disputes a Charge and FleetCor credits the Account for all or part of such disputed Charge, FleetCor succeeds to, and Customer hereby assigns and transfers to FleetCor any rights and claims (excluding personal injury or property damage claims) that Customer has, had or may have against any third party for an amount equal to the amount FleetCor credited to the Account. After FleetCor makes such credit, Customer agrees that without FleetCor's consent Customer will not pursue any claim against or reimbursement from such third party for the amount that FleetCor credited to the Account, and that Customer will cooperate with FleetCor if FleetCor decides to pursue the third party for the amount credited.

22. Default and Remedies. In the event of Customer's default under this Agreement, including, without limitation, failure to pay the agreed limit, any payment term provisions, hereto, Operator shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then FleetCor may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. Subject to applicable law, Customer agrees that FleetCor has the right to set-off and/or recoup any amount Customer owes on the Account or any claim FleetCor has related to this Agreement against any credit balances or other amounts that Customer may owe on the Account, and/or to turn over to a collection agency or an attorney who is not our salaried employee for collection of unpaid amounts or otherwise to enforce this Agreement. Customer agrees to pay all costs, fees and expenses of such agency or attorney plus the costs and expenses of any legal action, including, without limitation, court costs and out-of-pocket expenses to the extent permitted by law.

23. Card Creation and Delivery. FleetCor will endeavor to create and ship new plastic card within a timely manner. Standard card creation and delivery is considered part of the service provided. If Customer desires one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, Customer must either use the online account management system or notify Operator at the toll free customer service line shown on the billing statement. Operator reserves the right to charge a Card Delivery Fee of up to two dollars fifty cents (\$2.50) per card plus shipping & handling for creating and delivering each replacement card. If Customer requires expedited card delivery, additional shipping and handling fees apply based on the delivery method and timeframe. If Customer requires same-day plastic embossing, FleetCor will charge an additional fee of twenty-five dollars (\$25) per card plus any expedited shipping and handling fees. Expedited card delivery requires plastic delivery address to be made to a post office box.

24. Lost or Stolen Cards. Customer agrees to notify Operator immediately at the toll free customer service line of any loss, theft or unauthorized use of the Account or of any Card. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. Customer agrees in any event that if at any time Customer has been issued ten (10) or more Cards at Customer's request, then Customer waives any and all limitations of liability for unauthorized use of such Cards. This provision does not include misuse of Cards by Customer's employees or agents (for which Customer is always obligated). Customer also agrees to assist FleetCor in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of any Card or Account and to comply with such procedures as FleetCor may reasonably require in connection with any investigation.

25. Enforcement. FleetCor may enforce any right or remedy FleetCor may have regarding any of Customer's obligations under this Agreement without affecting FleetCor's other rights or remedies. Customer waives (i) any right to require FleetCor to proceed against any other person or entity liable on the Account or pursue any other remedy in FleetCor's power whatsoever; (ii) any defense because of any disability or other defense or cessation of liability on the Account by anyone else for any reason other than full payment; (iii) any defense or right against FleetCor arising out of the exercise of the rights under this Agreement to the extent that such exercise of rights results in the loss of any right of subrogation, reimbursement or other right Customer may have against any other person liable on the Account; and (iv) all presentments, diligence, protests, demands, and notices or protest, dishonor or nonperformance. FleetCor can delay enforcing or fail to enforce any rights under this Agreement without losing them.

26. Credit Reports. Customer authorizes FleetCor to make or have made any credit, employment, and investigative inquiries FleetCor deems appropriate (including obtaining consumer reports and commercial credit reports) in connection with any updates, renewals or extensions of credit or the collection of amounts owed on the Account. If Customer wishes to know the names of the consumer reporting agencies FleetCor has contacted, Customer should send a written request to the Customer Service address listed on the billing statement. FleetCor may furnish information concerning the Account, the Customer, and/or the Principal's credit history with FleetCor to consumer reporting agencies, commercial credit bureaus, and others who may properly receive that information. A request for credit reporting information will be considered a request for a consumer report by a credit agency or a commercial credit bureau if Customer fails to fulfill the terms of this Agreement. If Customer request additional cards on the Account for others, you understand that FleetCor may report account information in Customer's name as well as in the names of those other people and/or guarantors. If Customer wishes to be reported differently to a credit reporting agency, Customer should send a written request to the Customer Service address listed on the billing statement. FleetCor will investigate the matter to determine if incorrect information was reported, in which case FleetCor will notify each credit reporting agency to which FleetCor reported and will request the correction of the report.

27. Cooperation on Information. Subject to applicable law, Customer will provide FleetCor any information that FleetCor reasonably requests about an Authorized User's use of a card. Customer agrees to provide Operator with annual, fiscal year-end financial statements on an annual basis as requested. Customer will also provide reasonable cooperation to FleetCor in any investigation, litigation, or prosecution arising in connection with the use of a Card.

28. Unauthorized Charges. If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party

vendors for insurance premiums (if possible under your account terms) or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

29. Arbitration. Customer or Operator may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties relating to the Card or Account, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, or equitable relief, or declaratory relief) such claims seek (a "Claim"). To accommodate the right to arbitrate, Customer agrees that it will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, the Account, the Cards or any other aspect of Customer's relationship with Operator. The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating (including paying the firm fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, National Arbitration Forum or JAMS. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

Claims Covered

- What Claims are subject to arbitration? All Claims relating to your Cards or Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law. Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims made as a defense against a claim or as a defense against a claim are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the creation of your account, are subject to arbitration.

- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

- How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association, 535 Madison Avenue, Floor 10, New York, NY 10017-6605 Web site: www.adr.org
JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610 Web site: www.jamsadr.com
National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405 Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect Customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make an award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- Who pays? Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. All fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine we should. Each party will bear its own expenses, including the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- Who can be a party? Claims may be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued by you or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

- When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the

same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between or among such parties; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

29. Telephone Monitoring and Recording.

From time to time we may monitor and record our telephone calls regarding your account with us to assure the quality of our service.

30. Closing Your Account. You may close your account at any time by notifying us in writing via mail to the Customer service address on the billing statement. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. FleetCor may take such action for various reasons, including (but without limitation) if Customer does not use the Cards during any three (3) month time period. FleetCor may issue Customer or an Authorized User a different Card or Account number. Customer agrees to indemnify and hold FleetCor, its subsidiaries and affiliates harmless for any losses, damages or liability arising from a claim against any of the aforementioned for wrongful cancellation of an Authorized User's Card if Customer, or Customer's designee, is the party which requested cancellation of the Card. FleetCor may cancel a Card issued to an Authorized User, in which case FleetCor will notify Customer. Upon cancellation of any Authorized User's Card for whatever reason, Customer must obtain such Card and return it to FleetCor out in half. If FleetCor agrees to reinstate the Account after a cancellation, the new Agreement FleetCor sends Customer (or, if FleetCor does not send Customer a new Agreement, this Agreement, as it may be amended) will govern the reinstated Account. "Account Reinstatement" is the process of removing any suspensions or returning the Account to good standing. All charges, fees, and previous obligations will remain the Customer's responsibility. When FleetCor reinstates the Account, FleetCor may reinstate any Cards issued in connection with the Account and bill Customer the applicable fees. However, nothing in this Agreement shall obligate us to monitor the use of any card, and as described in this Agreement, you are solely responsible for the use of your account and of any outstanding card issued on your account.

31. Refusal of the Card. We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient spend limit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your account privileges until we can verify the activity, although we undertake no responsibility to monitor your card or to attempt to detect unauthorized or fraudulent activity.

32. Claims. All claims for defective fuel, services, merchandise or maintenance must be made to the merchant operating the merchant location where such fuel, services, merchandise or maintenance was purchased (even if that merchant is "Customer"). Any claim for defective fuel, services, merchandise or maintenance is waived by you unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.

33. WARRANTY DISCLAIMER. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS, FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL CARD ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

34. Safe Fueling Operation. You must instruct all persons to whom you provide a card for purchasing fuel in safe and proper fueling procedures. You must ensure that everyone using a card issued on your account is instructed in applicable safety measures and will comply with all applicable laws and safety notices.

35. Maximum Lawful Rate. In no event shall any interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. You and we, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, you are and shall be liable only for the payment of such maximum as allowed by law, and payment received from you in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance owed to us to the extent of such excess (or shall be a credit if in excess of any such balance).

36. Limitation of Liability. Operator shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Operator. OPERATOR WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, A GUARANTOR, CO-MAKER OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS OPERATOR LIABLE FOR ANY DIRECT DAMAGES, OPERATOR'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO OPERATOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

37. Dispute Resolution. (i) This Agreement shall be governed by the laws of the State of Louisiana without regard to the choice of law rules of such state. FleetCor has a substantial presence in such state, including accounting, treasury and tax functions. (ii) No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any subsequent breach of the same provision of this Agreement. (iii) This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. (iv) FleetCor reserves the right to assign any or all of their rights and obligations under this Agreement to a third party. (v) Customer may not transfer or assign this Agreement or the Account. (vi) Customer must ensure that everyone using a Card issued on the Customer's Account is instructed in applicable safety measures and will comply with all applicable laws and safety notices. (vii) In no event shall any interest rate or rates payable under this Agreement or any other fees paid in connection herewith exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. (viii) If any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected.

38. Assignment or Sale of Account. We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party. Customer may not transfer or assign this Agreement or the Account without prior consent from FleetCor.

39. Government Regulation. Federal law requires all financial institutions to obtain, verify and record information that identifies you (the applicant and any guarantor or co-maker) when you apply for or open an account. Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant that you (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you, and (b) shall provide to us when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 328 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318.

40. Equal Credit Opportunity Act Notice. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Act, Washington D.C. 20580.

41. Privacy: Customer Data

You consent to Operator's use and storage of information as provided in FleetCor's privacy policy available at www.fleetcorcardusa.com.

42. The Voyager Network.

The Universal Advantage FleetCard program operates on the Voyager Network under an agreement between FleetCor and U.S. Bank National Association (U.S. Bank). FleetCor is not an agent or representative of U.S. Bank, its affiliates or the Voyager Network. Universal Advantage FleetCard accounts are underwritten by FleetCor and use of this program does not make the Account holder a customer of U.S. Bank. U.S. Bank reserves the right to screen and monitor transactions via the Voyager Network for suspicious activity and/or charges.

(12/22/2016)

FC340

EXHIBIT H



FLEET MANAGEMENT REPORT

Provided By:
Direct Marketing
(800) 877-0800

MATCHING STATEMENT # NP48888291

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FLEET MANAGEMENT REPORT FOR 10/1/2016 – 10/31/2016

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FED TAX	ST TAX	OTH TAX	OTH CHARGES	TOTAL
UNL	142.355	\$242.97	\$26.48	\$30.58	\$0.00		\$300.03
PREM	79.060	\$181.11	\$14.69	\$16.27	\$0.00		\$212.07
UDSL*	1,496.307	\$2,916.78	\$367.95	\$341.18	\$0.00		\$3,625.91
Total	1,717.722	\$3,340.86	\$409.12	\$388.03	\$0.00	\$1,055.90	\$5,193.91

This report is for information only.
Please see remittance copy on the statement for the total payment amount.

TOTAL MILES: 2,912

*This diesel fuel does not contain visible evidence of dye.

EXCEPTION CODES:

- 3 Veh is restricted from purchasing this fuel
11 Odometer entry is out of sequence

Transaction Detail for Customer NO. [REDACTED] 10/1/2016 – 10/31/2016

DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
2 - [REDACTED]											
10/05	07:51	933973	ALL DRIVER	221270	0.0	UDSL*	30.950	1.85530	0.47390	\$72.08	
10/05	07:58	933973	ALL DRIVER	221270	0.0	UDSL*	55.420	1.85480	0.47390	\$129.07	
10/06	07:16	933973	ALL DRIVER	222445	0.0	UNL	14.700	1.71570	0.40390	\$31.15	3
10/07	07:30	933973	ALL DRIVER	79886	0.0	UDSL*	30.790	1.99510	0.47390	\$76.02	11
10/11	08:34	332537	ALL DRIVER	212448	0.0	UDSL*	96.489	1.89310	0.47390	\$228.39	
10/12	08:13	933973	ALL DRIVER	201899	0.0	UDSL*	12.280	1.99590	0.47390	\$30.32	11
10/12	08:24	933973	ALL DRIVER	66339	0.0	UDSL*	114.550	1.99520	0.47390	\$282.83	11
10/13	06:53	933973	ALL DRIVER	66388	9.1	UNL	5.360	1.71270	0.40390	\$11.35	3
10/13	06:57	933973	ALL DRIVER	66388	0.0	UDSL*	18.900	1.99520	0.47390	\$46.67	
10/20	07:18	933973	ALL DRIVER	168906	0.0	UNL	21.430	1.64540	0.40390	\$43.91	3
10/21	08:09	933973	ALL DRIVER	66666	0.0	UDSL*	31.360	1.91520	0.47390	\$74.92	11
10/24	07:31	933973	ALL DRIVER	66718	1.2	UDSL*	42.230	1.91520	0.47390	\$100.89	
10/24	07:32	933973	ALL DRIVER	202146	0.0	UDSL*	19.380	1.91490	0.47390	\$46.30	
10/26	08:17	936000	ALL DRIVER	168966	0.0	UNL	41.080	1.74510	0.40390	\$88.28	3, 11
10/27	07:13	933973	ALL DRIVER	168906	0.0	UNL	19.170	1.64480	0.40390	\$39.28	3, 11
				Miles:	101	5.2	554.089			\$1301.46	

3 - [REDACTED]											
10/03	07:50	933973	ALL DRIVER	66121	0.0	UDSL*	37.230	1.85500	0.47390	\$86.71	11
10/04	08:19	933973	ALL DRIVER	212016	0.0	UDSL*	31.690	1.85480	0.47390	\$73.80	
10/05	15:58	881201	ALL DRIVER	555555	0.0	UDSL*	32.830	1.89490	0.47390	\$77.77	
10/07	07:53	333018	ALL DRIVER	10542	0.0	UDSL*	43.403	2.08300	0.47390	\$110.98	11
10/07	08:02	333018	ALL DRIVER	16195	0.0	PREM	4.565	2.30670	0.40390	\$12.37	3
10/08	10:40	936000	ALL DRIVER	185368	0.0	UDSL*	30.200	2.05460	0.47390	\$76.37	
10/13	16:42	936000	ALL DRIVER	58569	0.0	UDSL*	33.730	2.08540	0.47390	\$86.32	11
10/17	07:39	936000	ALL DRIVER	288097	0.0	UDSL*	28.690	2.02480	0.47390	\$71.69	
10/17	07:45	936000	ALL DRIVER	80123	0.0	UDSL*	28.120	2.02530	0.47390	\$70.27	11
10/19	08:27	936000	ALL DRIVER	221866	0.0	UDSL*	84.060	2.02520	0.47390	\$210.07	
10/20	15:32	936000	ALL DRIVER	56564	0.0	UDSL*	33.620	2.02530	0.47390	\$84.01	11
10/21	06:12	555630	ALL DRIVER	556564	0.0	PREM	16.564	2.20540	0.40390	\$43.22	3

FLEET MANAGEMENT REPORT



MATCHING STATEMENT # NP48888291

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DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
3 - [REDACTED]											
10/21	08:29	929200	ALL DRIVER	123456	0.0	UDSL*	19.143	1.94480	0.47390	\$46.31	11
10/24	11:15	555631	ALL DRIVER	700000	0.0	UDSL*	42.669	1.93510	0.47390	\$102.79	
10/24	11:22	555631	ALL DRIVER	800000	0.0	UDSL*	13.162	1.93510	0.47390	\$31.71	
				Miles:	-----		479.676			\$1184.39	
4 - [REDACTED]											
10/04	08:02	903450	ALL DRIVER	11360	27.2	UDSL*	10.000	1.91500	0.47390	\$23.89	
10/06	13:56	933973	ALL DRIVER	11383	0.8	UDSL*	28.990	1.99520	0.47390	\$71.58	
10/06	14:00	933973	ALL DRIVER	11383	0.0	UDSL*	29.520	1.99490	0.47390	\$72.88	
10/12	07:37	933973	ALL DRIVER	11661	9.1	UDSL*	30.400	1.99510	0.47390	\$75.06	
10/13	08:21	870640	ALL DRIVER	11963	10.2	UDSL*	29.510	2.09490	0.47390	\$75.81	
10/17	08:29	936000	ALL DRIVER	12226	10.1	UDSL*	26.080	2.02450	0.47390	\$65.17	
10/26	08:08	947867	ALL DRIVER	12490	9.1	UDSL*	29.064	1.89270	0.47390	\$68.79	
				Miles:	1402	11.1	183.564			\$453.18	
6 - [REDACTED]											
10/04	07:23	933973	ALL DRIVER	201677	0.0	UDSL*	2.470	1.85830	0.47390	\$5.76	
10/04	07:24	933973	ALL DRIVER	14165	0.0	UDSL*	40.540	1.85500	0.47390	\$94.41	11
10/06	08:12	903450	ALL DRIVER	14255	9.9	PREM	9.090	2.24530	0.40390	\$24.08	3
10/12	07:38	933973	ALL DRIVER	14394	4.9	UDSL*	28.090	1.99500	0.47390	\$69.35	
10/17	10:44	903450	ALL DRIVER	14875	14.0	UDSL*	34.400	2.01510	0.47390	\$85.62	
10/26	15:24	903450	ALL DRIVER	15191	7.8	UDSL*	40.450	1.95500	0.47390	\$98.25	
				Miles:	1026	9.2	155.040			\$377.47	
7 - [REDACTED]											
10/03	08:01	894919	ALL DRIVER	9626	0.0	UDSL*	86.141	1.88520	0.47390	\$203.21	11
10/18	08:15	332537	ALL DRIVER	212843	0.0	UDSL*	26.830	1.84310	0.47390	\$62.17	
10/27	09:05	332537	ALL DRIVER	213226	5.7	UDSL*	67.756	1.84320	0.47390	\$157.00	
10/28	08:09	933973	ALL DRIVER	202389	0.0	UDSL*	21.140	1.91530	0.47390	\$50.51	11
10/31	07:20	933973	ALL DRIVER	66993	0.0	UDSL*	44.160	1.91530	0.47390	\$105.50	11
				Miles:	383	5.7	246.027			\$578.39	
8 - [REDACTED]											
10/03	13:44	324769	ALL DRIVER	26262	0.0	UNL	10.255	1.75910	0.35890	\$21.73	3, 11
10/10	10:53	933973	ALL DRIVER	156333	0.0	PREM	27.560	2.45540	0.40390	\$78.80	3
10/12	11:20	933973	ALL DRIVER	26667	0.0	UNL	8.500	1.71290	0.40390	\$18.01	3, 11
10/13	08:57	933973	ALL DRIVER	229130	0.0	UNL	21.860	1.71500	0.40390	\$46.32	3
10/19	12:46	936000	ALL DRIVER	202260	0.0	UDSL*	9.870	2.02430	0.47390	\$24.66	11
10/22	14:27	324769	ALL DRIVER	91133	0.0	PREM	21.281	2.16010	0.35890	\$53.60	3, 11
				Miles:	-----		99.326			\$243.12	

SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
324769	7 Valley	497 Mo-76	Anderson	MO
332537	Casey's #3414	4751 W Don Tyson Parkway	Springdale	AR
333018	Kum & Go #0423	90 E Main St	Farmington	AR
555630	Kum & Go #408	2811 E Central Ave	Bentonville	AR
555631	Kum & Go #409	2388 N College Ave	Fayetteville	AR
870640	Hilltop Travel Center	8265 Highway 282	Alma	AR
881201	White Oak #32	1140 E Centerton Blvd	Centerton	AR
894919	Kum & Go #400	4231 Elm Springs Rd	Springdale	AR
903450	White Oak #14	2584 N Gregg Ave	Fayetteville	AR
929200	White Oak #38-trk Diesel	4128 Wagon Wheel Rd	Springdale	AR
933973	Jtl Holdings Shell	836 N 48th St	Springdale	AR
936000	White Oak #38	4128 Wagon Wheel Rd	Springdale	AR
947867	Casey's #3255	1531 S 8th St	Rogers	AR

OTHER CHARGES

11/07/2016	Terms Adjustment	\$20.69
11/07/2016	Late Fee on Invoice #48612558	\$827.86



FLEET MANAGEMENT REPORT

MATCHING STATEMENT # NP48888291

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OTHER CHARGES

11/07/2016	Optional Report Charge	\$19.95
11/07/2016	Report Delivery	\$5.00
10/31/2016	Finance Charge	\$125.40
11/07/2016	Card Fee	\$16.00
11/07/2016	Emergency Credit Services	\$25.00
	Convenience Network Surcharge	\$16.00
		<hr/>
		\$1,055.90

Finance Charge Based on the following:

Annual Percentage Rate: 32.0% Period Rate: 0.08767% Average Daily Balance: \$4,614.09 Days in Finance Charge Calculation 31

EXHIBIT I

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016

UNIVERSAL
PREMIUM
FLEET CARD

Account #: [REDACTED]

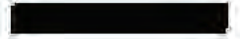
Billing Date: 04/01/2016

Name: [REDACTED]

PRODUCT PURCHASE SUMMARY

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL CARDS

PRODUCT	QUANTITY	UNIT PRICE	TOTAL
FUEL	5,587.75	\$1.95	\$14,207.64
Total	5,587.75	\$1.95	\$14,207.64



Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53668 TRUCK, 20 TAG [REDACTED]												
03/08/16	06:02	03/10/16	177437	SUNOCO 0016741100 BALTIMORE, MD	20	[REDACTED]	46581	0001 UNL REG 86/87 OC		15.35	1.899	29.16
03/10/16	04:37	03/12/16	160798	SUNOCO 0015263700 FREDERICK, MD	20	[REDACTED]	46908	0001 UNL REG 86/87 OC		14.99	1.879	28.17
03/29/16	09:33	03/31/16	183822	SUNOCO 0016741100 BALTIMORE, MD	20	[REDACTED]	47453	0001 UNL REG 86/87 OC		16.81	2.199	36.97

CARD TOTAL: 47.15 94.30

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX13492 VEHICLE, 115												
02/29/16	05:35	03/02/16	177124	SUNOCO 0016741100 BALTIMORE, MD	115	[REDACTED]	36076	0001 UNL REG 86/87 OC	12.58	17.01	1.899	32.30
03/01/16	13:04	03/02/16	434964	WAWA 8504 000 HALETHORPE, MD	115	[REDACTED]	36293	0001 UNL REG 86/87 OC	13.04	16.64	1.699	28.28
03/03/16	13:02	03/05/16	178925	SUNOCO 0016741100 BALTIMORE, MD	115	[REDACTED]	36584	0001 UNL REG 86/87 OC	12.83	22.67	1.899	43.06
03/07/16	05:58	03/09/16	169253	SUNOCO 0016741100 BALTIMORE, MD	115	[REDACTED]	36826	0001 UNL REG 86/87 OC	12.32	19.63	1.899	37.29
03/09/16	13:14	03/11/16	184151	SUNOCO 0016741100 BALTIMORE, MD	115	[REDACTED]	37039	0001 UNL REG 86/87 OC	10.53	20.22	1.999	40.43
03/11/16	11:57	03/12/16	393057	WAWA 8504 000 HALETHORPE, MD	115	[REDACTED]	37373	0001 UNL REG 86/87 OC	16.37	20.40	1.899	38.76
03/14/16	05:47	03/15/16	315164	WAWA 8504 000 HALETHORPE, MD	115	[REDACTED]	37598	0001 UNL REG 86/87 OC	13.44	16.74	1.898	31.79
03/16/16	05:14	03/17/16	470873	WAWA 590 000 WESTMINSTER, MD	115	[REDACTED]	37876	0001 UNL REG 86/87 OC	12.46	22.31	1.879	41.94
03/21/16	04:25	03/23/16	272831	LIBERTY WESTMINST WESIMINSTER, MD	115	[REDACTED]	38173	0001 UNL REG 86/87 OC	13.15	22.58	1.949	44.02

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/23/16	04:53	03/24/16	367214	WAWA 590 000 WESTMINSTER, MD	115	[REDACTED]	38422	0001 UNL REG 86/87 OC	12.92	19.27	1.898	36.60
03/24/16	14:32	03/25/16	415654	WAWA 590 000 WESTMINSTER, MD	115	[REDACTED]	38723	0001 UNL REG 86/87 OC	13.85	21.72	1.959	42.56
03/30/16	04:58	03/31/16	432345	WAWA 590 000 WESTMINSTER, MD	115	[REDACTED]	38964	0001 UNL REG 86/87 OC	12.83	18.78	2.019	37.92
CARD TOTAL:										237.97		454.95

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 5563XXXXXX13500 VEHICLE, 215												
03/01/16	04:43	03/02/16	558558	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	22601	0001 UNL REG 86/87 OC	13.75	21.16	1.599	33.84
03/05/16	08:20	03/07/16	233686	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	22874	0001 UNL REG 86/87 OC	12.47	21.88	1.599	35.00
03/10/16	02:17	03/11/16	612628	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	23171	0001 UNL REG 86/87 OC	13.35	22.24	1.638	36.45
03/15/16	05:36	03/16/16	547335	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	23463	0001 UNL REG 86/87 OC	14.08	20.73	1.899	39.37
03/21/16	05:35	03/22/16	432946	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	23787	0001 UNL REG 86/87 OC	13.45	24.08	1.899	45.74
03/25/16	05:10	03/26/16	443399	EXXONMOBIL 478 WOODBIDGE, VA	215	[REDACTED]	24084	0001 UNL REG 86/87 OC	13.71	21.66	1.899	41.15
03/30/16	13:29	03/31/16	432619	WAWA 661 000 WOODBIDGE, VA	215	[REDACTED]	24417	0001 UNL REG 86/87 OC	13.89	23.97	1.998	47.93
CARD TOTAL:										155.72		279.48
CUSTOMER TOTAL:										440.84		\$828.73

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD #

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53403 TRUCK, 70 TAG [REDACTED]												
02/29/16	05:20	03/02/16	177117	SUNOCO 0016741100 BALTIMORE, MD	70	[REDACTED]	256775	0001 UNL REG 86/87 OC		20.41	1.899	38.76
03/08/16	04:41	03/09/16	547926	EXXONMOBIL 478 PASADENA, MD	70	[REDACTED]	257076	0001 UNL REG 86/87 OC		21.70	1.719	37.31
03/11/16	09:52	03/12/16	211157	BP#8566036HOWARD BALTIMORE, MD	70	[REDACTED]	257394	0001 UNL REG 86/87 OC		18.92	2.039	38.59
03/16/16	03:56	03/17/16	580978	EXXONMOBIL 478 PASADENA, MD	70	[REDACTED]	257665	0001 UNL REG 86/87 OC		16.49	1.959	32.32
03/18/16	03:01	03/19/16	475731	EXXONMOBIL 478 PASADENA, MD	70	[REDACTED]	257665	0001 UNL REG 86/87 OC		14.49	1.969	28.54
03/24/16	04:38	03/25/16	521562	EXXONMOBIL 478 PASADENA, MD	70	[REDACTED]	258207	0001 UNL REG 86/87 OC		18.44	2.020	37.25
03/25/16	08:38	03/26/16	431292	ROYAL FARMS #217 URBANA, MD	70	[REDACTED]	253568	0001 UNL REG 86/87 OC		8.40	1.999	16.80
03/29/16	03:37	03/30/16	548552	EXXONMOBIL 478 PASADENA, MD	70	[REDACTED]	258558	0001 UNL REG 86/87 OC		11.74	2.058	24.17
CARD TOTAL:										130.59		253.74

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53684 TRUCK, 140 TAG [REDACTED]												
03/01/16	05:28	03/02/16	557590	EXXONMOBIL 478 BALTIMORE, MD	140	[REDACTED]	149637	0001 UNL REG 86/87 OC	13.92	16.73	1.799	30.10
03/02/16	05:52	03/04/16	284444	HAMPSTEAD STRA FU HAMPSTEAD, MD	140	[REDACTED]	149736	0001 UNL REG 86/87 OC	13.76	7.19	1.639	11.80
03/03/16	15:13	03/05/16	163068	7 ELEVEN 32785 HAMPSTEAD, MD	140	[REDACTED]	149986	0001 UNL REG 86/87 OC	15.06	16.59	1.650	27.52
03/07/16	10:08	03/09/16	169246	SUNOCO 0016741100 BALTIMORE, MD	140	[REDACTED]	150205	0001 UNL REG 86/87 OC	14.49	15.11	1.899	28.70

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/08/16	15:07	03/09/16	547745	EXXONMOBIL 478 GAITHERSBURG, MD	140	[REDACTED]	150440	0001 UNL REG 86/87 OC	14.61	16.08	1.799	28.94
03/10/16	06:27	03/12/16	160829	SUNOCO 0016741100 BALTIMORE, MD	140	[REDACTED]	150672	0001 UNL REG 86/87 OC	14.87	15.60	1.999	31.19
03/14/16	05:11	03/16/16	275075	HAMPSTEAD STRA FU HAMPSTEAD, MD	140	[REDACTED]	150890	0001 UNL REG 86/87 OC	12.96	16.82	1.899	31.96
03/15/16	10:39	03/17/16	194936	SUNOCO 0016741100 BALTIMORE, MD	140	[REDACTED]	151105	0001 UNL REG 86/87 OC	15.65	13.73	1.999	27.45
03/16/16	12:14	03/17/16	462449	SHEETZ 000 HAYMARKET, VA	140	[REDACTED]	151267	0001 UNL REG 86/87 OC	13.09	12.37	1.899	23.49
03/18/16	06:45	03/19/16	432675	HIGH'S #42 ELDERSBURG, MD	140	[REDACTED]	151504	0001 UNL REG 86/87 OC	15.39	15.40	1.958	30.18
03/18/16	15:08	03/21/16	71476	7-ELEVEN 32785 HAMPSTEAD, MD	140	[REDACTED]	151654	0001 UNL REG 86/87 OC	15.85	9.46	1.910	18.16
03/22/16	06:12	03/24/16	106708	SHELL OIL 5754644 FOWBELSBURG, MD	140	[REDACTED]	151779	0001 UNL REG 86/87 OC	12.87	9.71	1.919	18.65
03/22/16	13:48	03/24/16	175041	SUNOCO 0016741100 BALTIMORE, MD	140	[REDACTED]	151324	0001 UNL REG 86/87 OC		10.41	1.999	20.82
03/23/16	15:39	03/25/16	158472	7 ELEVEN 32785 HAMPSTEAD, MD	140	[REDACTED]	152061	0001 UNL REG 86/87 OC	32.98	8.55	1.870	16.07
03/24/16	15:24	03/26/16	239785	HAMPSTEAD STRA FU HAMPSTEAD, MD	140	[REDACTED]	152170	0001 UNL REG 86/87 OC	15.95	6.83	1.959	13.38
03/28/16	15:08	03/30/16	163284	7 ELEVEN 32785 HAMPSTEAD, MD	140	[REDACTED]	152386	0001 UNL REG 86/87 OC	13.41	16.10	1.990	32.19

CARD TOTAL: 206.68 390.60

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX82055 VEHICLE, 413												
03/02/16	15:20	03/04/16	167600	7 ELEVEN 33244 WHITE MARSH, MD	413	[REDACTED]	33383	0001 UNL REG 86/87 OC	82.25	10.03	1.670	16.83
03/08/16	06:21	03/09/16	145753	7 ELEVEN 32287 OWINGS MILLS, MD	413	[REDACTED]	55343	0001 UNL REG 86/87 OC		4.55	1.750	8.00
03/09/16	12:59	03/11/16	184150	SUNOCO 0016741100 BALTIMORE, MD	413	[REDACTED]	33697	0001 UNL REG 86/87 OC		7.74	1.999	15.49
03/10/16	13:08	03/12/16	166867	SUNOCO 0823802400 ROCKVILLE, MD	413	[REDACTED]	83414	0001 UNL REG 86/87 OC		5.92	1.999	11.83

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

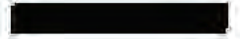
Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/15/16	04:32	03/16/16	128939	BP#8896466FORK BP KINGSVILLE, MD	413	[REDACTED]	34029	0001 UNL REG 86/87 OC	12.46	1.919	23.92
03/18/16	04:55	03/21/16	142549	SUNOCO 0016741100 BALTIMORE, MD	413	[REDACTED]	34295	0001 UNL REG 86/87 OC	12.72	1.999	25.44
03/22/16	05:14	03/24/16	100576	SHELL OIL 5754416 SILVER SPRING, MD	413	[REDACTED]	34551	0001 UNL REG 86/87 OC	11.99	2.039	24.45
03/24/16	15:59	03/26/16	263528	CUB HILL CITGO PARKVILLE, MD	413	[REDACTED]	34809	0001 UNL REG 86/87 OC	12.24	1.999	24.47
03/29/16	06:23	03/30/16	548331	EXXONMOBIL 478 GLEN BURNIE, MD	413	[REDACTED]	35064	0001 UNL REG 86/87 OC	12.22	2.080	25.42

CARD TOTAL:	89.87	175.85
CUSTOMER TOTAL:	427.14	\$820.19



Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53411 [REDACTED]												
02/29/16	17:07	03/01/16	403410	HIGH'S #23 MANCHESTER, MD	608	[REDACTED]	20303	0001 UNL REG 86/87 OC		11.55	1.799	20.79
03/07/16	09:12	03/09/16	148123	LANDSDOWNE CMF BALTIMORE, MD	608	[REDACTED]	203650	0001 UNL REG 86/87 OC		14.54	1.890	27.62
03/10/16	17:05	03/12/16	242960	PIPERS WINE & SPI MANCHESTER, MD	608	[REDACTED]		0905 FUEL ADJUSTMENT		14.97	1.901	28.47
03/15/16	17:25	03/16/16	470837	HIGH'S #23 MANCHESTER, MD	608	[REDACTED]	204304	0001 UNL REG 86/87 OC	74.15	8.82	1.958	17.29
03/21/16	18:03	03/23/16	256719	PIPERS WINE & SPI MANCHESTER, MD	608	[REDACTED]		0905 FUEL ADJUSTMENT		12.20	2.063	25.18
03/25/16	15:12	03/28/16	123370	SUNOCO 0056397300 GWYNN OAK, MD	608	[REDACTED]	203198	0001 UNL REG 86/87 OC		12.26	2.039	25.00
CARD TOTAL:										74.34		144.35

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX5350 [REDACTED]												
02/28/16	14:00	03/01/16	60390	SHELL OIL 5754437 SYKESVILLE, MD	1	[REDACTED]	139657	0001 UNL REG 86/87 OC		14.63	1.599	23.41
										5.06	1.776	9.00
Transaction Total												32.41
03/03/16	16:19	03/05/16	178920	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	139925	0001 UNL REG 86/87 OC		13.28	1.899	25.22
03/09/16	16:45	03/11/16	184141	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	140233	0001 UNL REG 86/87 OC		16.31	1.999	32.61
03/15/16	16:36	03/17/16	194939	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	140488	0001 UNL REG 86/87 OC		12.33	1.999	24.66
03/19/16	18:07	03/21/16	196654	SHELL OIL 5754437 SYKESVILLE, MD	1	[REDACTED]	140823	0001 UNL REG 86/87 OC		16.71	1.959	32.75

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/25/16	08:11	03/26/16	430827	ROYAL FARMS 060 BALTIMORE, MD	1	[REDACTED]	141144	0001 UNL REG 86/87 OC	16.33	1.999	32.66
03/29/16	19:00	03/31/16	183819	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	141503	0001 UNL REG 86/87 OC	17.02	2.199	37.44
CARD TOTAL:									106.61		217.75

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXXX535 [REDACTED]												
03/02/16	12:17	03/03/16	404715	BRANSFIELD MOTOR REISTERSTOWN, MD	1	[REDACTED]		999 OTHER MISCELLANEOUS TRANS		****		1,000.00
03/04/16	12:54	03/05/16	428936	BRANSFIELD MOTOR 410 8335014, MD	1	[REDACTED]		999 OTHER MISCELLANEOUS TRANS		****		1,000.00
03/04/16	15:43	03/05/16	477601	EXXONMOBIL 478 REISTERSTOWN, MD	1	[REDACTED]	1	0002 UNL MID 88/89OC		14.06	2.080	29.25
03/08/16	06:38	03/09/16	411410	BRANSFIELD MOTOR 410 8335014, MD	1	[REDACTED]		999 OTHER MISCELLANEOUS TRANS		****		1,000.00
03/14/16	10:50	03/15/16	268526	BRANSFIELD MOTOR REISTERSTOWN, MD	1	[REDACTED]		999 OTHER MISCELLANEOUS TRANS		****		242.22
03/16/16	12:15	03/18/16	180582	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	1	0002 UNL MID 88/89OC		14.17	2.399	34.01
03/18/16	17:39	03/21/16	205835	SHELL OIL 9100257 REISTERSTOWN, MD	1	[REDACTED]	48000	0001 UNL REG 86/87 OC		18.56	1.959	36.37
CARD TOTAL:										46.79		3,341.85

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXXX53528 TRUC [REDACTED]												
03/02/16	07:38	03/04/16	79525	SHELL OIL 5194104 HAMPSTEAD, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC		13.06	1.659	21.68
03/07/16	10:14	03/09/16	175702	SUNOCO 0894008200 ELLICOTT CITY, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC		9.86	1.779	17.55
03/08/16	15:50	03/10/16	78932	SHELL OIL 5194104 HAMPSTEAD, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC		12.98	1.699	22.06
03/15/16	07:35	03/16/16	538087	EXXONMOBIL 454 HAMPSTEAD, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC		11.90	2.099	24.98
03/17/16	10:33	03/18/16	467858	ROYAL GAS FAIRFAX, VA	1	[REDACTED]		0905 FUEL ADJUSTMENT		11.77	1.906	22.44

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

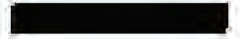
Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/21/16	10:26	03/23/16	173953	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC	8.62	1.999	17.23
03/22/16	14:56	03/24/16	175042	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC	12.54	1.999	25.09
03/25/16	15:40	03/26/16	360591	SHEETZ 000 MANCHESTER, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC	10.72	1.959	21.02
03/28/16	06:00	03/29/16	404886	EXXONMOBIL 454 HAMPSTEAD, MD	1	[REDACTED]	9543	0001 UNL REG 86/87 OC	11.79	2.099	24.75
03/30/16	15:50	03/31/16	432343	WAWA 590 000 WESTMINSTER, MD	1	[REDACTED]	1	0001 UNL REG 86/87 OC	9.00	2.018	18.17

CARD TOTAL:	112.24	214.97
CUSTOMER TOTAL:	339.98	\$3,918.92



Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

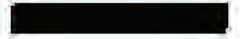
CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53536 [REDACTED]												
03/17/16	14:52	03/19/16	88683	SHELL OIL 5752583 GLEN BURNIE, MD	1	[REDACTED]	81475	0001 UNL REG 86/87 OC		12.50	1.919	24.00
03/28/16	14:54	03/30/16	91807	SHELL OIL 5752583 GLEN BURNIE, MD	1	[REDACTED]	81603	0001 UNL REG 86/87 OC		8.50	2.059	17.50
CARD TOTAL:										21.00		41.50

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53577 [REDACTED]												
03/02/16	11:46	03/03/16	526023	EXXONMOBIL 478 WASHINGTON, DC	1	[REDACTED]	66929	0004 UNL SUP 92 94OC		14.47	2.800	40.52
03/09/16	15:39	03/10/16	235077	BP#9309592ELKRIDG ELKRIDGE, MD	1	[REDACTED]	67650	0001 UNL REG 86/87 OC		15.03	2.518	37.88
03/09/16	16:47	03/11/16	184142	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	167163	0001 UNL REG 86/87 OC		25.58	1.999	51.14
03/16/16	15:41	03/18/16	180585	SUNOCO 0016741100 BALTIMORE, MD	1	[REDACTED]	67965	0003 UNL PRM 90/91OC		15.19	2.699	41.00
03/21/16	10:14	03/23/16	77083	SHELL OIL 5199504 WESTMINSTER, MD	1	[REDACTED]	68273	0001 UNL REG 86/87 OC		15.51	2.459	38.15
03/25/16	11:22	03/26/16	388739	JIFFY MART #431 FINKSBURG, MD	1	[REDACTED]	68615	0003 UNL PRM-90/91OC		12.05	2.499	30.13

CARD TOTAL: 97.83 238.82
 CUSTOMER TOTAL: 118.83 \$280.32



Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX12343 VEHICLE, [REDACTED]												
02/29/16	15:11	03/02/16	67041	ROYAL FARMS 133 GLEN BURNIE, MD	SALES	[REDACTED]	138557	0001 UNL REG 86/87 OC		10.76	1.699	18.29
03/03/16	06:52	03/04/16	367953	WAWA 595 000 GAMBRILLS, MD	SALES	[REDACTED]	138918	0001 UNL REG 86/87 OC		14.40	1.759	25.35
03/07/16	15:35	03/08/16	322012	WAWA 577 000 EDGEWATER, MD	SALES	[REDACTED]	139258	0001 UNL REG 86/87 OC		5.68	1.759	10.01
03/09/16	05:48	03/10/16	542992	EXXONMOBIL 478 EDGEWATER, MD	SALES	[REDACTED]	139404	0001 UNL REG 86/87 OC		13.44	1.648	22.16
								045 VEHICLE WASH		1.00	14.000	14.00
								Transaction Total				36.16
03/11/16	16:43	03/14/16	255254	CHESAPEAKE BEACH CHESAPEAKE BE, MD	SALES	[REDACTED]	139776	0001 UNL REG 86/87 OC		14.26	1.939	27.65
03/16/16	15:12	03/17/16	564280	ROYAL FARMS 133 GLEN BURNIE, MD	SALES	[REDACTED]	140121	0001 UNL REG 86/87 OC		13.79	1.959	27.02
03/21/16	04:02	03/23/16	93143	SHELL OIL 5754218 BALTIMORE, MD	SALES	[REDACTED]	140458	0001 UNL REG 86/87 OC		13.76	2.299	31.65
03/23/16	14:14	03/24/16	537366	EXXONMOBIL 480 HARWOOD, MD	SALES	[REDACTED]	140858	0001 UNL REG 86/87 OC		14.29	2.099	30.00
03/29/16	05:55	03/30/16	548571	EXXONMOBIL 478 EDGEWATER, MD	SALES	[REDACTED]	141175	0001 UNL REG 86/87 OC		14.29	2.099	30.00
CARD TOTAL:										114.67		236.13

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53478 TRUCK, 611 TAG [REDACTED]												
02/29/16	04:04	03/01/16	176169	TURKEY HILL #0066 MCSHERRYSTOWN, PA	611	[REDACTED]	124860	0001 UNL REG 86/87 OC	17.33	19.21	1.800	34.57
03/04/16	04:58	03/07/16	223662	WESTMINSTER HESS WESTMINSTER, MD	611	[REDACTED]	125207	0001 UNL REG 86/87 OC	18.80	18.45	1.699	31.35

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/09/16	16:35	03/10/16	467019	SHEETZ 000 HANOVER, PA	611	[REDACTED]	125517	0001 UNL REG 86/87 OC	17.52	17.69	1.899	33.60
03/15/16	04:50	03/17/16	170284	LANSDOWNE CMF BALTIMORE, MD	611	[REDACTED]	125866	0001 UNL REG 86/87 OC	18.17	19.20	2.050	39.54
03/22/16	04:38	03/24/16	156902	LANSDOWNE CMF BALTIMORE, MD	611	[REDACTED]	126192	0001 UNL REG 86/87 OC	17.66	18.46	2.050	38.02
03/24/16	17:18	03/26/16	168898	SUNOCO 0801304701 HANOVER, PA	611	[REDACTED]	126459	0019 ETUNLREG 86/87OC	18.10	14.75	2.099	30.98
03/29/16	17:12	03/30/16	532378	ROYAL FARMS #129 LITTLESTOWN, PA	611	[REDACTED]	126786	0001 UNL REG 86/87 OC	18.58	17.60	2.199	38.71
CARD TOTAL:									125.36			246.77

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53593 TRUCK, [REDACTED]												
03/02/16	06:07	03/03/16	368864	WAWA 8501 000 BALTIMORE, MD	1	[REDACTED]	177362	0001 UNL REG 86/87 OC		10.85	1.699	18.45
03/09/16	05:56	03/10/16	477415	WAWA 8501 000 BALTIMORE, MD	1	[REDACTED]	177586	0001 UNL REG 86/87 OC		10.77	1.799	19.38
03/16/16	05:55	03/17/16	473179	WAWA 8501 000 BALTIMORE, MD	1	[REDACTED]	177818	0001 UNL REG 86/87 OC		10.23	1.859	19.02
03/23/16	05:28	03/24/16	368998	WAWA 8501 000 BALTIMORE, MD	1	[REDACTED]	178049	0001 UNL REG 86/87 OC		10.57	1.878	19.87
03/30/16	06:31	03/31/16	434304	WAWA 8501 000 BALTIMORE, MD	1	[REDACTED]	178310	0001 UNL REG 86/87 OC		10.50	1.999	21.01
CARD TOTAL:									52.92			97.73

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX45910 VEHICLE, 113												
02/29/16	08:48	03/02/16	66674	ROYAL FARMS #163 QUEENSTOWN, MD	113	[REDACTED]	90312	0001 UNL REG 86/87 OC		10.88	1.599	17.41
03/03/16	20:07	03/04/16	367610	WAWA 569 000 ANNAPOLIS, MD	113	[REDACTED]	90757	0001 UNL REG 86/87 OC		6.39	1.758	11.24
03/02/16	17:14	03/04/16	519769	EXXONMOBIL 478 SEVERNA PARK, MD	113	[REDACTED]	90620	0001 UNL REG 86/87 OC		12.26	1.699	20.84
03/06/16	15:18	03/08/16	94175	HIGHS DAIRY STORE CHESTERTOWN, MD	113	[REDACTED]	90956	0001 UNL REG 86/87 OC		7.52	1.750	13.24

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/09/16	06:52	03/11/16	281607	PINEY CREEK XTRA CHESTER, MD	113	[REDACTED]	91252	0003 UNL PRM 90/91OC	11.95	2.199	26.30
03/11/16	15:49	03/12/16	391085	WAWA 569 000 ANNAPOLIS, MD	113	[REDACTED]	91578	0001 UNL REG 86/87 OC	12.85	1.858	23.90
03/15/16	16:04	03/16/16	386148	WAWA 569 000 ANNAPOLIS, MD	113	[REDACTED]	91842	0001 UNL REG 86/87 OC	10.16	1.938	19.71
03/17/16	15:27	03/19/16	475913	EXXONMOBIL 478 SEVERNA PARK, MD	113	[REDACTED]	92174	0001 UNL REG 86/87 OC	12.41	2.000	24.82
03/21/16	11:15	03/22/16	417396	ROYAL FARMS 112 BALTIMORE, MD	113	[REDACTED]	92285	0001 UNL REG 86/87 OC	5.01	1.959	9.83
03/23/16	08:24	03/25/16	170214	SUNOCO 0016741100 BALTIMORE, MD	113	[REDACTED]	92358	0001 UNL REG 86/87 OC	9.62	2.099	20.20
03/24/16	15:26	03/25/16	528693	EXXONMOBIL 481 ROCKVILLE, MD	113	[REDACTED]	92780	0001 UNL REG 86/87 OC	9.23	2.098	19.37
03/28/16	15:27	03/30/16	157403	LANDSOWNE CMF BALTIMORE, MD	113	[REDACTED]	93068	0001 UNL REG 86/87 OC	10.66	2.190	23.46
03/30/16	15:34	03/31/16	432158	WAWA 569 000 ANNAPOLIS, MD	113	[REDACTED]	1	0001 UNL REG 86/87 OC	11.25	2.078	23.39

CARD TOTAL:	130.20	253.71
CUSTOMER TOTAL:	423.15	\$834.34

[REDACTED]

[REDACTED]

[REDACTED]

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53296 TRUCK, 60 TAG [REDACTED]												
02/29/16	05:41	03/02/16	177118	SUNOCO 0016741100 BALTIMORE, MD	60	[REDACTED]	290537	0001 UNL REG 86/87 OC		27.36	1.899	51.97
03/04/16	06:11	03/05/16	399709	WAWA 8500 000 FALLSTON, MD	60	[REDACTED]	290895	0001 UNL REG 86/87 OC		29.54	1.759	51.97
03/09/16	05:30	03/11/16	184140	SUNOCO 0016741100 BALTIMORE, MD	60	[REDACTED]	291238	0001 UNL REG 86/87 OC		29.49	1.999	58.97
03/14/16	06:16	03/16/16	174970	SUNOCO 0016741100 BALTIMORE, MD	60	[REDACTED]	291538	0001 UNL REG 86/87 OC		23.99	1.999	47.97
03/21/16	06:00	03/23/16	173945	SUNOCO 0016741100 BALTIMORE, MD	60	[REDACTED]	291840	0001 UNL REG 86/87 OC		26.99	1.999	53.97
03/25/16	05:53	03/28/16	128639	SUNOCO 0016741100 BALTIMORE, MD	60	[REDACTED]	292142	0001 UNL REG 86/87 OC		24.54	2.199	53.97

CARD TOTAL: 161.91 318.82

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53346 TRUCK, 308 TAG [REDACTED]												
03/07/16	13:33	03/09/16	172199	SUNOCO 0373432401 ALEXANDRIA, VA	308	[REDACTED]	111511	0019 ETUNLREG-86/87OC	12.63	24.30	1.679	40.80
03/22/16	14:51	03/24/16	178082	SUNOCO 0373432401 ALEXANDRIA, VA	308	[REDACTED]	111901	0019 ETUNLREG-86/87OC	14.37	27.14	1.979	53.71

CARD TOTAL: 51.44 94.51

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53361 TRUCK, 212 TAG [REDACTED]												
03/01/16	13:26	03/02/16	556695	EXXONMOBIL 478 BELTSVILLE, MD	212	[REDACTED]	115954	0001 UNL REG 86/87 OC		34.10	2.199	75.00
03/10/16	07:17	03/11/16	609829	EXXONMOBIL 478 WASHINGTON, DC	212	[REDACTED]	116475	0001 UNL REG 86/87 OC		33.29	1.859	61.90

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/21/16	13:02	03/22/16	431204	EXXONMOBIL 478 WASHINGTON, DC	212	[REDACTED]	117019	0001 UNL REG 86/87 OC	35.13	2.039	71.65
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CARD TOTAL:	102.52	208.55
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TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53387 TRUCK, 412 TAG [REDACTED]												
03/01/16	12:35	03/03/16	162639	LANSDOWNE CMF BALTIMORE, MD	412	[REDACTED]	107306	0001 UNL REG 86/87 OC	28.31	1.890		53.76
03/07/16	10:28	03/08/16	416312	EXXONMOBIL 478 GAITHERSBURG, MD	412	[REDACTED]	107702	0001 UNL REG 86/87 OC	28.44	1.799		51.17
03/10/16	06:25	03/11/16	128467	BP#9375239DISTAD' WASHINGTON, DC	412	[REDACTED]	108128	0001 UNL REG 86/87 OC	22.73	2.198		50.00
03/16/16	10:37	03/17/16	254437	BP#9313115WILSON ARLINGTON, VA	412	[REDACTED]	108490	0001 UNL REG 86/87 OC	28.01	1.998		56.00
03/22/16	07:58	03/24/16	156899	LANSDOWNE CMF BALTIMORE, MD	412	[REDACTED]	108911	0001 UNL REG 86/87 OC	26.71	2.050		55.00

CARD TOTAL:	134.20	265.93
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TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53429 TRUCK, 810 TAG [REDACTED]												
03/01/16	13:56	03/03/16	295532	MICKEY'S CITGO BALTIMORE, MD	810	[REDACTED]	118363	0001 UNL REG 86/87 OC	15.70	28.28	1.829	51.73
03/05/16	13:42	03/07/16	233272	EXXONMOBIL 478 COLUMBIA, MD	810	[REDACTED]	118817	0001 UNL REG 86/87 OC	14.36	31.60	2.179	68.86
03/11/16	12:54	03/14/16	135381	SUNOCO 0352076400 SILVER SPRING, MD	810	[REDACTED]	119311	0001 UNL REG 86/87 OC	16.90	29.22	2.139	62.51
03/17/16	13:36	03/19/16	172749	SUNOCO 0352076400 SILVER SPRING, MD	810	[REDACTED]	119790	0001 UNL REG 86/87 OC	15.74	30.43	2.139	65.11
03/25/16	03:57	03/26/16	264422	HOBS CITGO BALTIMORE, MD	810	[REDACTED]	120257	0001 UNL REG 86/87 OC	15.60	29.93	2.079	62.23

CARD TOTAL:	149.46	310.44
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TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53437 TRUCK, 311 TAG [REDACTED]												
03/01/16	04:44	03/02/16	133280	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	193807	0001 UNL REG 86/87 OC	13.12	10.97	1.868	20.50

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/02/16	03:44	03/03/16	134035	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	193898	0001 UNL REG 86/87 OC	13.62	6.68	1.869	12.50
03/03/16	04:46	03/04/16	130911	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194041	0001 UNL REG 86/87 OC	11.62	12.30	1.869	23.00
03/04/16	04:56	03/05/16	128786	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194145	0001 UNL REG 86/87 OC	11.25	9.24	1.839	17.00
03/07/16	04:58	03/08/16	74493	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194257	0001 UNL REG 86/87 OC	13.09	8.55	1.869	16.00
03/08/16	04:41	03/09/16	123921	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194360	0001 UNL REG 86/87 OC	14.01	7.35	1.869	13.75
03/09/16	04:43	03/10/16	129421	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194473	0001 UNL REG 86/87 OC	13.86	8.15	1.869	15.25
03/10/16	04:44	03/11/16	133993	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194654	0001 UNL REG 86/87 OC	12.96	13.96	1.968	27.50
03/11/16	03:41	03/12/16	121926	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194760	0001 UNL REG 86/87 OC	13.92	7.61	1.969	15.00
03/12/16	05:05	03/14/16	281784	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194915	0001 UNL REG 86/87 OC	13.65	11.35	2.069	23.50
03/14/16	04:42	03/15/16	73600	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	194996	0001 UNL REG 86/87 OC	12.19	6.64	2.068	13.75
03/15/16	04:44	03/16/16	128523	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195120	0001 UNL REG 86/87 OC	12.46	9.95	2.069	20.60
03/16/16	04:38	03/17/16	139259	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195218	0001 UNL REG 86/87 OC	14.24	6.88	2.069	14.25
03/17/16	05:02	03/18/16	140965	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195347	0001 UNL REG 86/87 OC	12.62	10.22	2.069	21.15
03/18/16	04:59	03/19/16	124572	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195533	0001 UNL REG 86/87 OC	12.72	14.62	2.069	30.25
03/21/16	04:41	03/22/16	74200	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195648	0001 UNL REG 86/87 OC	12.08	9.52	2.099	20.00
03/22/16	04:43	03/23/16	126124	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195723	0001 UNL REG 86/87 OC	13.71	5.47	2.098	11.50
03/23/16	04:19	03/24/16	128172	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	195871	0001 UNL REG 86/87 OC	12.55	11.79	2.099	24.75
03/24/16	04:41	03/25/16	128463	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	196042	0001 UNL REG 86/87 OC	12.09	14.14	2.138	30.25

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/25/16	04:04	03/26/16	118419	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	196135	0001 UNL REG 86/87 OC	12.45	7.47	2.139	16.00
03/28/16	04:37	03/29/16	66837	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	196246	0001 UNL REG 86/87 OC	10.97	10.11	2.199	22.25
03/29/16	05:04	03/30/16	127157	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	196378	0001 UNL REG 86/87 OC	13.66	9.66	2.198	21.25
03/30/16	04:37	03/31/16	131408	BP#8760753VALLEY OWINGS MILLS, MD	311	[REDACTED]	196505	0001 UNL REG 86/87 OC	12.01	10.57	2.199	23.25

CARD TOTAL: 223.20 453.25

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53452 TRUCK, 170 TAG [REDACTED]												
03/01/16	04:35	03/03/16	66126	ROYAL FARMS 040 SEVERN, MD	170	[REDACTED]	267266	0001 UNL REG 86/87 OC		29.13	1.699	49.50
03/08/16	16:27	03/10/16	93748	SHELL OIL 5752809 SEVERN, MD	170	[REDACTED]	267533	0001 UNL REG 86/87 OC		28.69	1.699	48.75
03/17/16	04:18	03/18/16	559966	EXXONMOBIL 478 ODENTON, MD	170	[REDACTED]	267855	0001 UNL REG 86/87 OC		24.76	1.999	49.50
03/24/16	04:20	03/25/16	521627	EXXONMOBIL 478 ODENTON, MD	170	[REDACTED]	628217	0001 UNL REG 86/87 OC		26.71	2.059	55.01

CARD TOTAL: 109.29 202.76

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53494 TRUCK, 511 TAG [REDACTED]												
03/01/16	01:41	03/02/16	434958	WAWA 8504 000 HALETHORPE, MD	511	[REDACTED]	97274	0001 UNL REG 86/87 OC		20.72	1.698	35.20
03/03/16	09:55	03/05/16	99469	SHELL OIL 5754357 ADELPHI, MD	511	[REDACTED]	97457	0001 UNL REG 86/87 OC		23.23	1.769	41.10
03/07/16	03:00	03/08/16	323856	WAWA 8504 000 HALETHORPE, MD	511	[REDACTED]	97721	0001 UNL REG 86/87 OC		20.65	1.759	36.34
03/09/16	04:23	03/10/16	524526	ROYAL FARMS 133 GLEN BURNIE, MD	511	[REDACTED]	97946	0001 UNL REG 86/87 OC		5.78	1.799	10.40
03/09/16	11:25	03/11/16	97237	SHELL OIL 5752576 BALTIMORE, MD	511	[REDACTED]	98048	0001 UNL REG 86/87 OC		17.84	1.759	31.39
03/14/16	10:46	03/15/16	395620	ROYAL FARMS 112 BALTIMORE, MD	511	[REDACTED]	98350	0001 UNL REG 86/87 OC		22.27	1.899	42.30

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/17/16	02:57	03/18/16	140945	BP#8757866MORGAN' BALTIMORE, MD	511	[REDACTED]	98628	0001 UNL REG 86/87 OC	12.63	2.058	26.01
03/18/16	03:37	03/19/16	407506	WAWA 8504 000 HALETHORPE, MD	511	[REDACTED]	98733	0001 UNL REG 86/87 OC	17.97	1.958	35.22
03/21/16	15:36	03/22/16	260409	EDMONDSON CROWN CATONSVILLE, MD	511	[REDACTED]	98880	0002 UNL MID 88/89OC	23.48	1.919	45.06
03/24/16	03:19	03/26/16	162814	SUNOCO 0016741100 BALTIMORE, MD	511	[REDACTED]	99125	0001 UNL REG 86/87 OC	19.93	2.099	41.84
03/29/16	04:16	03/30/16	402338	EDMONDSON CROWN CATONSVILLE, MD	511	[REDACTED]	99408	0002 UNL MID 88/89OC	21.33	1.998	42.65

CARD TOTAL: 205.83 387.51

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53551 TRUCK, 112 TAG [REDACTED]												
03/04/16	03:18	03/05/16	128794	BP#8762189WISE AV BALTIMORE, MD	112	[REDACTED]	117488	0001 UNL REG 86/87 OC	14.62	1.739		25.43
03/08/16	10:35	03/09/16	125692	BP#9323015MAPLE L FULTON, MD	112	[REDACTED]	117682	0001 UNL REG 86/87 OC	34.60	1.999		69.17
03/18/16	04:16	03/21/16	142548	SUNOCO 0016741100 BALTIMORE, MD	112	[REDACTED]	118169	0001 UNL REG 86/87 OC	35.62	1.999		71.22
03/25/16	04:21	03/26/16	146971	7 ELEVEN 29731 BALTIMORE, MD	112	[REDACTED]	118992	0001 UNL REG 86/87 OC	4.14	1.970		8.19
03/26/16	04:16	03/28/16	64346	7 ELEVEN 29731 BALTIMORE, MD	112	[REDACTED]	118756	0001 UNL REG 86/87 OC	27.10	2.030		55.25

CARD TOTAL: 116.08 229.26

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53627 TRUCK, 160 TAG [REDACTED]												
03/07/16	06:36	03/08/16	416183	EXXONMOBIL 478 JESSUP, MD	160	[REDACTED]		0001 UNL REG 86/87 OC		26.72	1.899	50.75
03/21/16	05:07	03/23/16	173947	SUNOCO 0016741100 BALTIMORE, MD	160	[REDACTED]	262598	0001 UNL REG 86/87 OC	32.02	24.54	1.999	49.06
03/29/16	14:46	03/31/16	183820	SUNOCO 0016741100 BALTIMORE, MD	160	[REDACTED]	263016	0001 UNL REG 86/87 OC	20.47	20.42	2.199	44.92

CARD TOTAL: 71.68 144.73

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53718 TRUCK, 408 TAG [REDACTED]												
03/04/16	14:00	03/07/16	178852	SHELL OIL 5752583 PASADENA, MD	408	[REDACTED]	151498	0001 UNL REG 86/87 OC	11.84	29.56	1.759	52.00
03/11/16	13:30	03/14/16	173197	SHELL OIL 5752583 PASADENA, MD	408	[REDACTED]	151841	0001 UNL REG 86/87 OC	12.35	27.77	1.899	52.75
03/22/16	13:33	03/24/16	91469	SHELL OIL 5752583 PASADENA, MD	408	[REDACTED]	152227	0001 UNL REG 86/87 OC	12.69	30.41	1.999	60.80
CARD TOTAL:										87.74		165.55

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX60537 TRUCK, 211 TAG [REDACTED]												
02/29/16	13:15	03/01/16	143528	BP#9320821FOUR CO SILVER SPRING, MD	211	[REDACTED]	212165	0001 UNL REG 86/87 OC	13.36	22.07	1.848	40.82
03/03/16	14:48	03/05/16	102067	SHELL OIL 5754437 SYKESVILLE, MD	211	[REDACTED]	212485	0001 UNL REG 86/87 OC	13.92	22.98	1.699	39.05
03/09/16	04:49	03/11/16	184012	SUNOCO 0013053408 GLEN BURNIE, MD	211	[REDACTED]	212815	0019 ETUNLREG-86/87OC	13.63	24.21	1.749	42.34
03/14/16	13:21	03/16/16	174960	SUNOCO 0016741100 BALTIMORE, MD	211	[REDACTED]	213111	0001 UNL REG 86/87 OC	14.60	20.27	1.999	40.52
03/17/16	14:00	03/18/16	240957	BP#8974453BURNT M SILVER SPRING, MD	211	[REDACTED]	213402	0001 UNL REG 86/87 OC	14.02	20.75	2.078	43.14
03/22/16	14:14	03/23/16	227794	BP#8974453BURNT M SILVER SPRING, MD	211	[REDACTED]	213685	0001 UNL REG 86/87 OC	13.36	21.18	2.098	44.47
03/25/16	05:03	03/26/16	443007	EXXONMOBIL 478 COLUMBIA, MD	211	[REDACTED]	213960	0001 UNL REG 86/87 OC	14.30	19.23	2.299	44.22
CARD TOTAL:										150.69		294.56

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX76923 PLATE TRUCK 812, [REDACTED]												
02/29/16	07:53	03/01/16	488259	EXXONMOBIL 478 ALEXANDRIA, VA	6AZ112	[REDACTED]	56214	0001 UNL REG 86/87 OC		19.10	1.699	32.46
03/02/16	05:29	03/03/16	526797	EXXONMOBIL 478 ANNANDALE, VA	6AZ112	[REDACTED]	56463	0001 UNL REG 86/87 OC		17.86	1.679	30.00
03/04/16	04:53	03/05/16	476528	EXXONMOBIL 478 ALEXANDRIA, VA	6AZ112	[REDACTED]	56746	0001 UNL REG 86/87 OC		20.38	1.738	35.44

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/08/16	04:10	03/09/16	546723	EXXONMOBIL 478 ALEXANDRIA, VA	6AZ112	[REDACTED]	156959	0001 UNL REG 86/87 OC	14.00	1.740	24.36
03/11/16	03:06	03/12/16	143608	7 ELEVEN 17214 ANNAPOLIS, MD	6AZ112	[REDACTED]	157173	0001 UNL REG 86/87 OC	20.00	1.850	37.18
03/15/16	11:40	03/16/16	544859	EXXONMOBIL 478 ALEXANDRIA, VA	6AZ112	[REDACTED]	157484	0001 UNL REG 86/87 OC	24.80	1.999	49.59
03/17/16	13:12	03/18/16	491877	WAWA 569 000 ANNAPOLIS, MD	6AZ112	[REDACTED]	157787	0001 UNL REG 86/87 OC	18.10	1.958	35.46
03/21/16	14:19	03/22/16	328099	WAWA 569 000 ANNAPOLIS, MD	6AZ112	[REDACTED]	158051	0001 UNL REG 86/87 OC	24.03	1.978	47.56
03/24/16	04:13	03/25/16	156360	7-ELEVEN 17214 ANNAPOLIS, MD	6AZ112	[REDACTED]	158314	0001 UNL REG 86/87 OC	15.02	1.990	30.02
03/28/16	04:04	03/29/16	82125	7-ELEVEN 17214 ANNAPOLIS, MD	6AZ112	[REDACTED]	158554	0001 UNL REG 86/87 OC	15.22	2.070	31.65
03/29/16	14:36	03/30/16	548757	EXXONMOBIL 478 ARNOLD, MD	6AZ112	[REDACTED]	158784	0001 UNL REG 86/87 OC	23.86	2.059	49.14

CARD TOTAL: 212.37 402.86

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX77950 TRUCK, 708 TAG [REDACTED]												
03/23/16	07:35	03/24/16	531678	EXXONMOBIL 478 BELTSVILLE, MD	708	[REDACTED]	130669	0001 UNL REG 86/87 OC	12.47	22.92	2.399	55.00
03/25/16	13:28	03/26/16	199104	BP#9314634KENILWO WASHINGTON, DC	708	[REDACTED]	131020	0001 UNL REG 86/87 OC	19.39	18.10	2.098	38.00
03/29/16	09:10	03/31/16	183824	SUNOCO 0016741100 BALTIMORE, MD	708	[REDACTED]	131247	0001 UNL REG 86/87 OC	10.55	21.50	2.199	47.28

CARD TOTAL: 62.52 140.28

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX91731 VEHICLE, 214												
03/02/16	18:46	03/03/16	400608	SSC - FREDERICK P FREDERICK, MD	214	[REDACTED]	46536	0200 MISC FUEL		25.25	1.679	42.40
03/05/16	07:15	03/07/16	56923	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	46872	0001 UNL REG 86/87 OC		17.62	1.799	31.70
03/07/16	06:10	03/08/16	315842	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	47072	0001 UNL REG 86/87 OC		15.06	1.859	28.00

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/07/16	18:25	03/08/16	315847	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	47230	0001 UNL REG 86/87 OC	10.30	1.859	19.15
								045 VEHICLE WASH	1.00	9.000	9.00
								Transaction Total			28.15
03/11/16	11:09	03/12/16	484017	EXXONMOBIL 974 HANOVER, MD	214	[REDACTED]	47684	0001 UNL REG 86/87 OC	27.97	1.959	54.80
03/14/16	09:29	03/15/16	396217	ROYAL FARMS 133 GLEN BURNIE, MD	214	[REDACTED]	48064	0001 UNL REG 86/87 OC	24.74	1.899	47.00
03/16/16	15:11	03/18/16	180580	SUNOCO 0016741100 BALTIMORE, MD	214	[REDACTED]	48374	0001 UNL REG 86/87 OC	20.00	1.999	40.00
03/18/16	06:38	03/19/16	399214	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	48544	0001 UNL REG 86/87 OC	10.02	2.099	21.04
								045 VEHICLE WASH	1.00	9.000	9.00
								Transaction Total			30.04
03/21/16	03:43	03/22/16	321942	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	48721	0001 UNL REG 86/87 OC	10.89	2.059	22.43
03/22/16	05:01	03/23/16	453610	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	48885	0001 UNL REG 86/87 OC	10.55	1.899	20.04
03/24/16	03:57	03/25/16	409312	SHEETZ 000 TANEYTOWN, MD	214	[REDACTED]	49197	0001 UNL REG 86/87 OC	18.46	2.099	38.75
03/25/16	09:21	03/26/16	148716	7 ELEVEN 33290 ANNAPOLIS JUN, MD	214	[REDACTED]	49463	0001 UNL REG 86/87 OC	15.76	1.990	31.51

CARD TOTAL:	206.63	414.82
CUSTOMER TOTAL:	2,045.56	\$4,033.83

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX42095 PLATE TRUCK 712, [REDACTED]												
03/02/16	12:09	03/04/16	182827	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	182501	0001 UNL REG 86/87 OC		24.69	1.899	46.90
03/04/16	13:44	03/07/16	139297	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	182675	0001 UNL REG 86/87 OC		18.13	1.899	34.44
03/09/16	06:35	03/11/16	184138	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	182825	0001 UNL REG 86/87 OC		14.95	1.999	29.90
03/11/16	12:59	03/14/16	133273	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	183069	0001 UNL REG 86/87 OC		25.49	1.999	50.97
03/16/16	13:21	03/18/16	180578	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	183208	0001 UNL REG 86/87 OC		17.02	1.999	34.03
03/18/16	13:40	03/21/16	142551	SUNOCO 0016741100 BALTIMORE, MD	3BA918	[REDACTED]	183346	0001 UNL REG 86/87 OC		14.05	1.999	28.09
CARD TOTAL:										114.33		224.33

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53320 TRUCK, 220 TAG [REDACTED]												
03/01/16	03:29	03/02/16	66744	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	174841	0001 UNL REG 86/87 OC		26.50	1.699	45.04
03/08/16	03:36	03/08/16	401957	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	174522	0001 UNL REG 86/87 OC		20.33	1.799	36.57
03/15/16	04:21	03/16/16	527541	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	174955	0001 UNL REG 86/87 OC		16.37	1.899	31.10
03/18/16	03:50	03/18/16	541235	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	174500	0001 UNL REG 86/87 OC		12.16	1.959	23.82
03/24/16	03:18	03/24/16	516991	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	174889	0001 UNL REG 86/87 OC		22.29	1.999	44.56
03/30/16	03:26	03/30/16	532534	ROYAL FARMS #173 RANDALLSTOWN, MD	220	[REDACTED]	175162	0001 UNL REG 86/87 OC		18.07	2.059	37.22
CARD TOTAL:										115.74		218.31

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53395 TRUCK, 508 TAG [REDACTED]												
03/01/16	04:32	03/03/16	66157	ROYAL FARMS 062 WESTMINSTER, MD	508	[REDACTED]	218073	0001 UNL REG 86/87 OC	12.59	34.55	1.699	58.71
03/03/16	17:04	03/05/16	193036	EMMITSBURG VALERO EMMITSBURG, MD	508	[REDACTED]	218569	0002 UNL MID 88/89OC	15.65	31.68	1.799	57.00
03/11/16	09:46	03/14/16	133276	SUNOCO 0016741100 BALTIMORE, MD	508	[REDACTED]	219057	0001 UNL REG 86/87 OC	14.92	32.70	1.999	65.38
03/16/16	04:35	03/18/16	180561	SUNOCO 0015263700 FREDERICK, MD	508	[REDACTED]	219566	0001 UNL REG 86/87 OC	15.18	33.52	2.099	70.36
03/18/16	05:55	03/19/16	153711	7 ELEVEN 27669 GERMANTOWN, MD	508	[REDACTED]	219980	0002 UNL MID 88/89OC	14.15	29.24	2.290	67.21
03/22/16	14:19	03/24/16	175048	SUNOCO 0016741100 BALTIMORE, MD	508	[REDACTED]	220466	0001 UNL REG 86/87 OC	15.01	32.37	1.999	64.71
CARD TOTAL:										194.06		383.37

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53445 TRUCK, 110 TAG [REDACTED]												
03/03/16	10:08	03/04/16	237764	BP#8762627HAVENWO BALTIMORE, MD	110	[REDACTED]	204902	0001 UNL REG 86/87 OC	16.33	15.61	1.858	29.02
03/09/16	13:59	03/10/16	542884	EXXONMOBIL 478 JOPPA, MD	110	[REDACTED]	205119	0001 UNL REG 86/87 OC	19.70	11.01	1.800	19.82
03/14/16	05:44	03/15/16	396205	ROYAL FARMS 133 GLEN BURNIE, MD	110	[REDACTED]	205418	0001 UNL REG 86/87 OC	21.48	13.92	1.899	26.45
03/16/16	06:22	03/18/16	101600	SHELL OIL 5752583 HANOVER, MD	110	[REDACTED]	205704	0001 UNL REG 86/87 OC	22.91	12.48	1.959	24.47
03/21/16	06:25	03/22/16	260404	EDMONDSON CROWN CATONSVILLE, MD	110	[REDACTED]	206099	0002 UNL MID 88/89OC	25.83	15.29	1.898	29.05
03/24/16	12:02	03/25/16	228632	BP#9235128MD083 SILVER SPRING, MD	110	[REDACTED]	206411	0001 UNL REG 86/87 OC	24.56	12.70	2.099	26.67
03/25/16	08:36	03/26/16	431296	ROYAL FARMS #217 URBANA, MD	110	[REDACTED]	206590	0001 UNL REG 86/87 OC	18.47	9.69	1.999	19.38
03/29/16	12:59	03/30/16	233360	BP#8897019GIBSON ANNAPOLIS, MD	110	[REDACTED]	207009	0001 UNL REG 86/87 OC	24.95	16.79	2.058	34.57
CARD TOTAL:										107.50		209.43

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53460 TRUCK, 200 TAG [REDACTED]												
03/03/16	09:45	03/05/16	178922	SUNOCO 0016741100 BALTIMORE, MD	200	[REDACTED]	202469	0001 UNL REG 86/87 OC	11.93	16.84	1.899	32.00
03/10/16	06:36	03/12/16	160827	SUNOCO 0016741100 BALTIMORE, MD	200	[REDACTED]	202657	0001 UNL REG 86/87 OC	12.53	15.00	1.999	30.00
03/22/16	09:39	03/24/16	175045	SUNOCO 0016741100 BALTIMORE, MD	200	[REDACTED]	202947	0001 UNL REG 86/87 OC	11.59	25.01	1.999	50.00
CARD TOTAL:										56.85		112.00

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card - 55633XXXXX53486 TRUCK, 310 TAG [REDACTED]												
03/09/16	11:24	03/10/16	477467	WAWA 8504 000 HALETHORPE, MD	310	[REDACTED]	64673	0001 UNL REG 86/87 OC		14.92	1.799	26.86
03/25/16	14:48	03/26/16	442705	EXXONMOBIL 478 LINTHICUM HEI, MD	310	[REDACTED]	65093	0001 UNL REG 86/87 OC		14.88	2.059	30.65
CARD TOTAL:										29.80		57.51

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
[REDACTED] RUCK, 208 TAG [REDACTED]												
			177120	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	144609	0001 UNL REG 86/87 OC		16.85	1.899	32.00
03/02/16	05:23	03/04/16	182831	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	144897	0001 UNL REG 86/87 OC		17.37	1.899	33.00
03/04/16	04:28	03/05/16	477420	EXXONMOBIL 478 EDGEWOOD, MD	208	[REDACTED]	145179	0001 UNL REG 86/87 OC		16.97	1.779	30.20
03/07/16	13:15	03/09/16	169248	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	145427	0001 UNL REG 86/87 OC		15.27	1.899	29.00
03/09/16	12:25	03/10/16	235332	BP#9322017HARPERS COLUMBIA, MD	208	[REDACTED]	145661	0001 UNL REG 86/87 OC		13.00	1.999	26.00
03/14/16	05:23	03/16/16	174965	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	146065	0001 UNL REG 86/87 OC		23.01	1.999	46.00
03/16/16	05:27	03/18/16	163842	LANSDOWNE CMF BALTIMORE, MD	208	[REDACTED]	146384	0001 UNL REG 86/87 OC		19.42	2.050	40.00
03/18/16	05:02	03/21/16	142545	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	146670	0001 UNL REG 86/87 OC		17.00	1.999	34.00

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/22/16	05:11	03/24/16	175038	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	146961	0001 UNL REG 86/87 OC	19.50	1.999	39.00
03/24/16	05:17	03/26/16	162813	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	147249	0001 UNL REG 86/87 OC	16.67	2.099	35.00
03/28/16	05:20	03/30/16	178960	SUNOCO 0016741100 BALTIMORE, MD	208	[REDACTED]	147536	0001 UNL REG 86/87 OC	17.73	2.199	39.00

CARD TOTAL: 192.79 383.20

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
[REDACTED]				PLATE TRUCK 912, [REDACTED]								
03/03/16	04:58	03/04/16	130905	BP#8760191 ELLICOTT CITY, MD	6AZ112	[REDACTED]	199299	0001 UNL REG 86/87 OC	22.57	1.798		40.60
03/11/16	04:58	03/12/16	121921	BP#8760191 ELLICOTT CITY, MD	6AZ112	[REDACTED]	199655	0001 UNL REG 86/87 OC	25.28	1.898		48.01
03/21/16	04:58	03/22/16	74195	BP#8760191 ELLICOTT CITY, MD	6AZ112	[REDACTED]	199995	0001 UNL REG 86/87 OC	24.46	1.999		48.90
03/28/16	04:50	03/29/16	66829	BP#8760191 ELLICOTT CITY, MD	6AZ112	[REDACTED]	200277	0001 UNL REG 86/87 OC	20.89	2.098		43.86

CARD TOTAL: 93.20 181.37

TRAN	TRAN	POST	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
[REDACTED]				TRUCK, 180 TAG [REDACTED]								
02/29/16	03:47	03/01/16	91929	7 ELEVEN 28924 WESTMINSTER, MD	180	[REDACTED]	195213	0001 UNL REG 86/87 OC	22.96	1.590		36.71
03/02/16	13:59	03/03/16	527714	EXXONMOBIL 478 COLUMBIA, MD	180	[REDACTED]	195568	0001 UNL REG 86/87 OC	23.51	1.999		47.00
03/05/16	14:08	03/07/16	243767	JIFFY MART #441 WESTMINSTER, MD	180	[REDACTED]		0001 UNL REG 86/87 OC	20.36	1.699		34.60
03/09/16	03:53	03/10/16	160238	7 ELEVEN 28924 WESTMINSTER, MD	180	[REDACTED]	196155	0001 UNL REG 86/87 OC	21.11	1.710		36.28
03/11/16	13:02	03/14/16	133275	SUNOCO 0016741100 BALTIMORE, MD	180	[REDACTED]	196475	0001 UNL REG 86/87 OC	21.58	1.999		43.14
03/16/16	11:31	03/18/16	265377	7-ELEVEN 32879 GAITHERSBURG, MD	180	[REDACTED]	196815	0001 UNL REG 86/87 OC	24.05	1.970		47.59
03/21/16	13:02	03/23/16	170203	SUNOCO 0016741100 BALTIMORE, MD	180	[REDACTED]	197177	0001 UNL REG 86/87 OC	20.01	1.999		40.00

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/22/16	15:46	03/23/16	478800	JIFFY MART #441 WESTMINSTER, MD	180	[REDACTED]	197414	0001 UNL REG 86/87 OC	21.07	1.938	40.86
03/28/16	03:54	03/29/16	82813	7 ELEVEN 28924 WESTMINSTER, MD	180	[REDACTED]	197791	0001 UNL REG 86/87 OC	24.77	2.030	50.50
CARD TOTAL:									199.42		376.68

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
VEHICLE, TRUCK 213												
03/01/16	04:36	03/03/16	160847	BALTIMORE ANNAPOL GLEN BURNIE, MD	213	[REDACTED]	93571	0001 UNL REG 86/87 OC	10.45	1.710		17.97
03/03/16	04:36	03/05/16	155174	BALTIMORE ANNAPOL GLEN BURNIE, MD	213	[REDACTED]	93800	0001 UNL REG 86/87 OC	11.45	1.710		19.69
03/07/16	05:46	03/08/16	74488	BP#8760316SEMINAR LUTHERVILLE, MD	213	[REDACTED]	93999	0001 UNL REG 86/87 OC	10.26	1.688		17.33
03/14/16	12:07	03/16/16	174963	SUNOCO 0016741100 BALTIMORE, MD	213	[REDACTED]	94228	0001 UNL REG 86/87 OC	11.58	1.999		23.16
03/17/16	13:59	03/19/16	146849	BALTIMORE ANNAPOL GLEN BURNIE, MD	213	[REDACTED]	94468	0001 UNL REG 86/87 OC	11.55	1.950		22.63
03/21/16	12:19	03/22/16	429618	EXXONMOBIL 476 OCEAN CITY, MD	213	[REDACTED]	94632	0001 UNL REG 86/87 OC	8.33	1.920		16.00
03/23/16	05:06	03/25/16	150720	BALTIMORE ANNAPOL GLEN BURNIE, MD	213	[REDACTED]	94832	0001 UNL REG 86/87 OC	10.11	1.990		20.21
03/28/16	06:54	03/30/16	178962	SUNOCO 0016741100 BALTIMORE, MD	213	[REDACTED]	94982	0001 UNL REG 86/87 OC	9.02	2.199		19.85
CARD TOTAL:									82.75			156.84

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
RUCK, 512 TAG [REDACTED]												
03/21/16	12:00	03/23/16	173951	SUNOCO 0016741100 BALTIMORE, MD	512	[REDACTED]	122007	0001 UNL REG 86/87 OC	16.80	19.58	1.999	39.15
03/23/16	13:35	03/25/16	174062	SUNOCO 0016741100 BALTIMORE, MD	512	[REDACTED]	122219	0001 UNL REG 86/87 OC	17.53	12.09	2.099	25.40
03/25/16	13:41	03/28/16	128636	SUNOCO 0016741100 BALTIMORE, MD	512	[REDACTED]	122394	0001 UNL REG 86/87 OC	18.13	9.65	2.199	21.23
CARD TOTAL:									41.32			85.78

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
VEHICLE 313												
03/02/16	06:29	03/03/16	366478	WAWA 553 000 BEL AIR, MD	313	[REDACTED]	63339	0001 UNL REG 86/87 OC	19.29	10.99	1.698	18.68
03/07/16	07:17	03/09/16	169249	SUNOCO 0016741100 BALTIMORE, MD	313	[REDACTED]	63531	0001 UNL REG 86/87 OC	20.77	9.24	1.899	17.55
03/09/16	06:43	03/11/16	184146	SUNOCO 0016741100 BALTIMORE, MD	313	[REDACTED]	63704	0001 UNL REG 86/87 OC	19.81	8.73	1.999	17.46
03/11/16	12:48	03/14/16	151595	SHELL OIL 2365222 BALTIMORE, MD	313	[REDACTED]	63932	0001 UNL REG 86/87 OC	20.03	11.38	1.899	21.62
03/17/16	12:02	03/19/16	175467	SUNOCO 0609172200 WASHINGTON, DC	313	[REDACTED]	64113	0001 UNL REG 86/87 OC	19.73	9.17	2.399	22.01
03/22/16	14:15	03/24/16	179960	SUNOCO 0586115800 BETHESDA, MD	313	[REDACTED]	64359	0001 UNL REG 86/87 OC	20.08	12.25	2.459	30.14
03/25/16	14:01	03/26/16	199439	BP#9382631BELTWAY SILVER SPRING, MD	313	[REDACTED]	64584	0002 UNL MID 88/89OC	20.77	10.83	2.099	22.74
CARD TOTAL:										72.59		150.20

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
VEHICLE 513												
03/01/16	05:19	03/02/16	434960	WAWA 8504 000 HALETHORPE, MD	513	[REDACTED]	80615	0001 UNL REG 86/87 OC		8.37	1.698	14.22
03/02/16	04:15	03/03/16	368893	WAWA 8504 000 HALETHORPE, MD	513	[REDACTED]	80813	0001 UNL REG 86/87 OC		8.54	1.698	14.51
03/04/16	05:27	03/05/16	463635	ROYAL FARMS #023 BALTIMORE, MD	513	[REDACTED]	81041	0001 UNL REG 86/87 OC		8.78	1.759	15.45
03/06/16	15:43	03/08/16	111478	SHORE STOP 242 STEVENSVILLE, MD	513	[REDACTED]	81243	0001 UNL REG 86/87 OC		8.67	1.729	15.00
03/10/16	05:38	03/11/16	494495	WAWA 8504 000 HALETHORPE, MD	513	[REDACTED]	81497	0001 UNL REG 86/87 OC		10.12	1.898	19.23
03/14/16	05:19	03/15/16	315165	WAWA 8504 000 HALETHORPE, MD	513	[REDACTED]	81775	0001 UNL REG 86/87 OC		10.49	1.899	19.93
03/15/16	14:15	03/17/16	167719	7 ELEVEN 27075 UPPER MARLBOR, MD	513	[REDACTED]	82062	0001 UNL REG 86/87 OC		10.01	1.990	20.00
03/17/16	04:29	03/18/16	492201	WAWA 595 000 GAMBRILLS, MD	513	[REDACTED]	82309	0001 UNL REG 86/87 OC		11.23	1.959	22.00

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016

UNIVERSAL
PREMIUM
 FLEET CARD

Account #: [REDACTED]

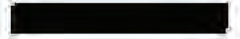
Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/21/16	05:39	03/22/16	328111	WAWA 572 000 MILLERSVILLE, MD	513	827777	0001 UNL REG 86/87 OC	9.41	1.939	18.25
03/24/16	17:06	03/25/16	532258	EXXONMOBIL 974 HANOVER, MD	513	85444	0001 UNL REG 86/87 OC	11.28	1.950	22.00

CARD TOTAL:	96.90	180.59
CUSTOMER TOTAL:	1,397.25	\$2,719.61



Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CARD ACTIVITY DETAILS SORTED BY CUSTOMER_ID (DEPT) AND CARD #

Transaction Detail for Customer [REDACTED]

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
			TRUCK, 190 TAG									
03/08/16	08:01	03/10/16	297767	HAMMONDS FERRY CI LINTHICUM, MD	190	[REDACTED]	185007	0001 UNL REG 86/87 OC		23.53	1.759	41.40
03/21/16	07:18	03/23/16	98082	SHELL OIL 5754358 DISTRICT HEIG, MD	190	[REDACTED]	185306	0001 UNL REG 86/87 OC		19.23	2.199	42.30
03/29/16	05:06	03/31/16	183818	SUNOCO 0016741100 BALTIMORE, MD	190	[REDACTED]	185595	0001 UNL REG 86/87 OC		15.88	2.199	34.92
03/30/16	05:53	03/31/16	434333	WAWA 8504 000 HALETHORPE, MD	190	[REDACTED]	185174	0001 UNL REG 86/87 OC		14.83	2.019	29.95
CARD TOTAL:										73.47		148.57

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
			TRUCK, 130 TAG									
02/29/16	03:18	03/02/16	98290	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	228638	0001 UNL REG 86/87 OC		20.04	1.699	34.06
03/03/16	14:42	03/05/16	92573	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	228806	0001 UNL REG 86/87 OC		13.00	1.649	21.44
03/08/16	03:29	03/10/16	93310	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	229003	0001 UNL REG 86/87 OC		14.80	1.759	26.05
03/09/16	07:26	03/11/16	184144	SUNOCO 0016741100 BALTIMORE, MD	130	[REDACTED]	9999	0003 UNL PRM-90/91OC		23.02	2.199	50.64
03/10/16	03:23	03/12/16	86671	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	229223	0001 UNL REG 86/87 OC		15.05	1.749	26.34
03/14/16	03:20	03/16/16	92336	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	229445	0001 UNL REG 86/87 OC		14.57	1.899	27.67
03/16/16	03:52	03/18/16	101565	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	229642	0001 UNL REG 86/87 OC		13.11	1.959	25.68
03/21/16	03:26	03/23/16	91005	SHELL OIL 5752583 PASADENA, MD	130	[REDACTED]	229882	0001 UNL REG 86/87 OC		17.43	1.999	34.84

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

Transaction Detail - Continued

03/24/16	03:21	03/26/16	83671	SHELL OIL 5752583 PASADENA, MD	130		230135	0001 UNL REG 86/87 OC	17.76	1.949	34.63	
									CARD TOTAL:	148.78	281.35	
TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	UNIT	DRIVER	ODOMETER	FUEL TYPE	MPG	QTY	PPG	TOTAL
Card -	VEHICLE: 314											
03/01/16	04:14	03/03/16	187408	SUNOCO 0512360902 GLEN BURNIE, MD	314		33001	0019 ETUNLREG-86/87OC	25.11	1.659	41.66	
03/04/16	04:51	03/07/16	139303	SUNOCO 0016741100 BALTIMORE, MD	314		33314	0001 UNL REG 86/87 OC	23.62	1.899	44.85	
03/10/16	04:45	03/12/16	160831	SUNOCO 0016741100 BALTIMORE, MD	314		33753	0001 UNL REG 86/87 OC	34.32	1.999	68.61	
03/15/16	04:53	03/17/16	194941	SUNOCO 0016741100 BALTIMORE, MD	314		34150	0001 UNL REG 86/87 OC	30.01	1.999	60.01	
03/18/16	04:29	03/19/16	475496	EXXONMOBIL 478 GLEN BURNIE, MD	314		34468	0001 UNL REG 86/87 OC	23.13	1.999	46.24	
03/29/16	05:05	03/31/16	183828	SUNOCO 0016741100 BALTIMORE, MD	314		34850	0001 UNL REG 86/87 OC	36.56	2.199	80.41	
									CARD TOTAL:	172.75	341.78	
									CUSTOMER TOTAL:	395.00	\$771.70	

Fleet Management Report

For Activity from 03/01/2016 to 03/31/2016



Account #: [REDACTED]

Billing Date: 04/01/2016

Name: [REDACTED]

CURRENT ACTIVITY SUMMARY

SUMMARY OF ACTIVITY THIS REPORTING PERIOD

DESCRIPTION	Ref Number	Date	Gallons	# of Trans	Amount	Currency
ACHATS MASTERCARD -- BBK0Q CONSTRUCTION	F60924939	04/01/2016	440.84	22	\$828.73	U.S.
ACHATS MASTERCARD -- BBK0R ELECTRIC	F60924940	04/01/2016	427.14	33	\$820.19	U.S.
ACHATS MASTERCARD -- BBK0T MANAGEMENT	F60924942	04/01/2016	339.98	31	\$3,918.92	U.S.
ACHATS MASTERCARD -- BBK0V OFFICE	F60924943	04/01/2016	118.83	8	\$280.32	U.S.
ACHATS MASTERCARD -- BBK0W SALES	F60924944	04/01/2016	423.15	35	\$834.34	U.S.
ACHATS MASTERCARD -- BBK0X CONSTRUCTION	F60924945	04/01/2016	2,045.56	105	\$4,033.83	U.S.
ACHATS MASTERCARD -- BBK0Y TESTING	F60924946	04/01/2016	1,397.25	83	\$2,719.61	U.S.
ACHATS MASTERCARD -- BBK0Z UTILITY	F60924947	04/01/2016	395.00	19	\$771.70	U.S.
REBATE					-\$0.64	U.S.
TRANSACTION FEES	#60671484	03/07/2016			\$299.99	U.S.
MINIMUM PROGRAM ADMINISTRATION FEE	#60880690	03/28/2016			\$476.44	U.S.
		Total			\$14,983.43	U.S.

This report is for information only. Please see remittance copy on the statement for the total payment amount.

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT J



One Screen = Big Benefits

FleetDash simplifies fuel spend with complete visibility into what's happening with your fleet fuel transactions—and it puts all the information you need on a single screen.

What does that mean to Universal Platinum customers? The answer is clear:

More Time

FleetDash creates more time to spend on key areas of your business—stop chasing down the source of fuel expenses through static reports with too much data.

- ❖ The Transaction Dash simply summarizes trends and opportunities to save on fuel
- ❖ Easily filter data into the information you need to make the right decisions on your fuel spend

More Control

FleetDash is your own personalized control center to know what's happening with every fuel transaction—stop guessing why fuel costs are so high.

- ❖ Alerts will enable you to instantly know transaction patterns—what cards are used when, how often and where—to prevent fraud and waste
- ❖ Build your own custom alerts portfolio to focus on card transactions that are most important to your business

More Savings

FleetDash simply shows you the lowest cost fuel sites so you can reinvest the savings into your business—stop missing out on the best fuel deals in your area.

- ❖ Benchmark your fuel payments against market averages with price comparison tool—calculate the amount of fuel savings and identify missed savings opportunities each month
- ❖ Identify vehicles with poor MPG performance and uncover potential maintenance issues
- ❖ Use the Fuelman® Network Locator to find in-network locations that will save your business even more per gallon on every fuel purchase

Simply. Clearly. Efficiently.

- A.** Clearly see Month-to-Date metrics and trends for fuel usage.
- B.** Four separate graphs show your fuel use trends.
- C.** Know immediately when card usage behavior requires your attention.
- D.** Fuelman Discount Network savings are highlighted for your opportunities to save.
- E.** Filter your Price Comparison Report to see only the information you need.
- F.** Compare driver-by-driver vs. market average fuel usage versus the industry average.
- G.** Actively chart the average price per gallon by the fuel types your fleet uses.
- H.** View details of each transaction by card, vehicle, driver or merchant.
- I.** Create actionable alerts that apply directly to your fleet's needs.
- J.** Utilize filters to view alerts that require your immediate attention.
- K.** View details of every transaction associated with each alert notification.

Log into iConnectData at
www.universalplatinummc.com and use
 FleetDash to transform your business today!

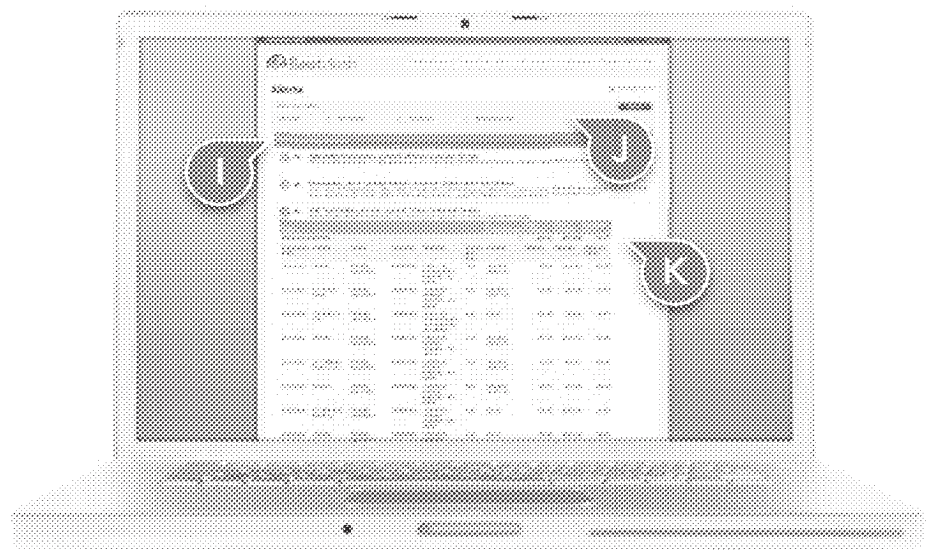
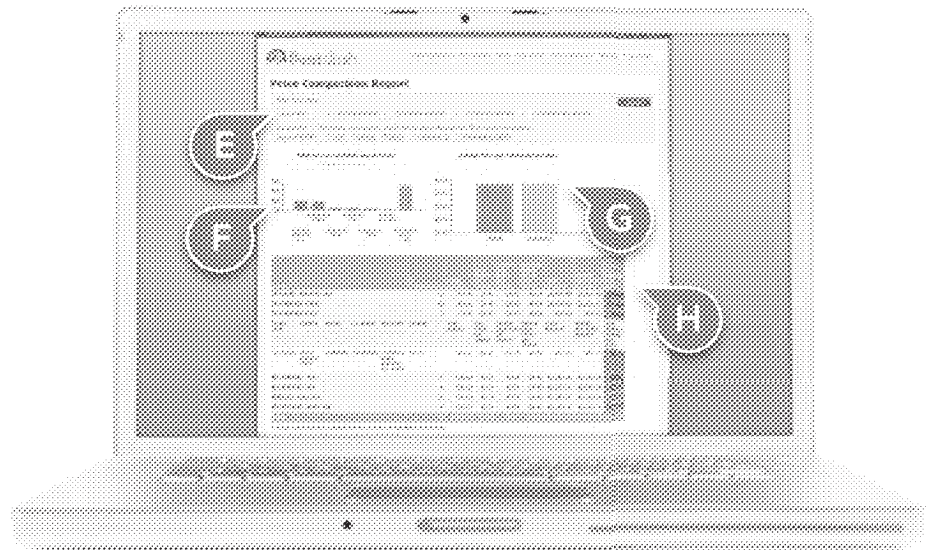
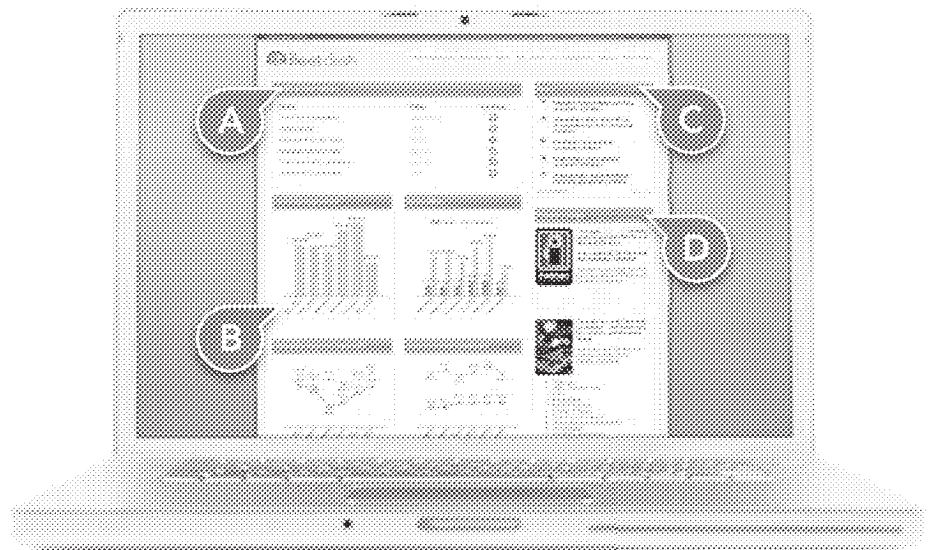


EXHIBIT K

PO Box 923928
Norcross, GA 30010

6/12/2015



Customer Name
Contact
Street
City, State Zip

Dear **Contact**;

As a valued partner, we pride ourselves on keeping an eye on future trends and best practices for our clients.

Businesses across the United States are taking steps to do something about their fleet's CO₂ emissions. Whether it is investing in electric motor vehicles, CNG, or other alternative energy vehicles, leading companies like AT&T, Waste Management and many others are working to implement sustainability programs. You have probably seen the marketing on the sides of their vehicles. Along with a desire to do-good, these companies have figured out that today's consumers and corporate buyers are more loyal to companies that give back and go green. In fact, surveys we have seen say that:

- "55% percent of consumers surveyed are willing to pay more for goods and services from companies that have implemented programs to give back to society." – Nielsen, 2014
- "84% of American consumers report they consider sustainability when making purchasing decisions." – Hartman Group, 2014

With this in mind we are excited to announce **The Clean Advantage Program**, a turnkey sustainability program, brought to you by Universal Advantage and GreenPrint. This program automatically calculates your fleet's CO₂ emissions and reduces them by up to 50% through proportionate investments in projects that sequester CO₂ from the atmosphere making your vehicles the cleanest on the road – even cleaner than electric or CNG vehicles. The Clean Advantage Program invests in many projects that not only reduce CO₂, but also help to provide habitats for wildlife, clean landfills, and develop local parks and recreational space for people to enjoy. For perspective, each new tree planted removes up to 500 pounds of CO₂ in its lifetime.

You can leverage this program to build goodwill in your community, with your employees, your clients and prospective customers. As a member of the Clean Advantage program you can use the program logo and description on your website, in your collateral and on your vehicles. Just visit www.CleanAdvantageProgram.com at any time to view the program details, download collateral, and view the projects you are supporting. Upon request, we will also provide you with an annual e-certificate to show how many pounds of CO₂ you have reduced.

Best of all, you do not have to do anything to take advantage of this great program. Just keep using your Universal Advantage card as you do today. Beginning July 15th for \$0.05 per gallon each month we will calculate and offset your vehicles' CO₂ emissions and invest proportionately in certified emission reduction projects. If you would like more information please visit www.CleanAdvantageProgram.com.

Together we can build a better future and ensure a more sustainable and healthy tomorrow.

Building Businesses Together,
The Universal Advantage Team

We hope you enjoy the benefits this program offers and wish to remain enrolled.
Should you wish to un-enroll at any time please call customer service at 1-855-294-6080.

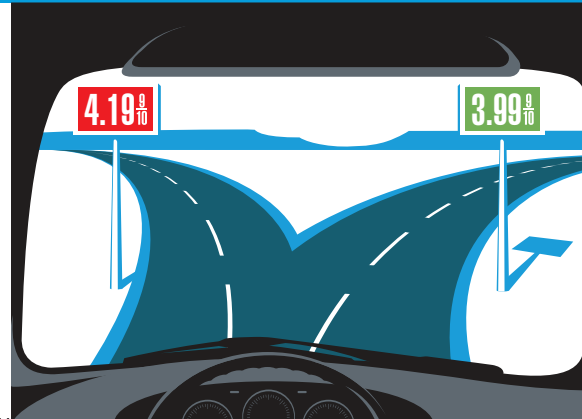
EXHIBIT L

→ Comdata® FleetAdvance

Driving Smarter Fuel Choices

What are you doing to reduce your fuel costs?

Fleets using FleetAdvance can save up to 20c/gallon.*



→ Scoring

- › Each transaction is scored based on the price paid at the pump vs. price available at nearby locations.
- › Identify opportunities for savings!

→ Notifications

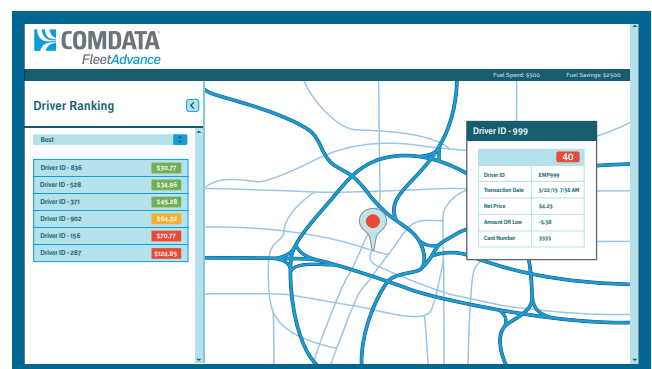
- › Set alerts via e-mail or text any time a transaction occurs outside of your configured limits.
- › Take action to save on fuel on your next purchase.

→ Dashboard

- › Consolidated view of your account activity.
- › Turn data into savings!

→ Route Planning

- › Determine the best fuel pricing along your planned routes.
- › Know you're getting the lowest prices before you hit the road.



* Fleets using FleetAdvance see an average score improvement of over 10 points.

EXHIBIT B

PUBLIC

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of

**FLEETCOR TECHNOLOGIES, INC., a
corporation, and**

**RONALD CLARKE, individually and as
an officer of FLEETCOR
TECHNOLOGIES, INC.**

Docket No. D-9403

**COMPLAINT COUNSEL’S UNOPPOSED MOTION TO STAY ADMINISTRATIVE
PROCEEDINGS**

Pursuant to the Federal Trade Commission’s Rules of Practice 16 C.F.R. § 3.22, Complaint Counsel respectfully requests that the Commission¹ enter an order staying this Part 3 proceeding pending resolution of the FTC’s motion to stay or dismiss without prejudice the Section 13(b) action the Commission is litigating against FleetCor Technologies, Inc. and its CEO Ronald Clarke (collectively, “Respondents”) in federal court, *FTC v. FleetCor Technologies, Inc.*, No. 19-cv-5727 (N.D. Ga.). Respondents have told Complaint Counsel that they do not oppose this motion. Complaint Counsel further respectfully requests expedited consideration of this motion, to ensure that no party is unduly burdened by the existence of parallel proceedings.

* * *

In December 2019, the Commission authorized FTC Staff to file a complaint under Section 13(b) of the FTC Act against Respondents for violations of Section 5 of the FTC Act.

¹ Because this motion seeks relief—a stay, including of the date of the evidentiary hearing—that the Administrative Law Judge lacks the authority to grant, Complaint Counsel respectfully requests that the Administrative Law Judge certify this motion to the Commission “forthwith,” per Rule 3.22(a).

Relying on the then-prevailing law in the Eleventh Circuit—and nearly everywhere else—the FTC sought substantial equitable monetary relief from Respondents in that federal court action, which is still pending.² But on April 22, 2021, the Supreme Court held in *AMG Capital Management v. FTC*, 141 S. Ct. 1341, that the Commission may not obtain monetary relief in cases filed in federal court under Section 13(b) of the FTC Act. The Commission then approved the filing of this administrative proceeding which, if successful, will allow for the possibility of a monetary recovery under the procedures outlined in Section 19(a)(2) of the FTC Act. Complaint Counsel believes that this administrative proceeding can proceed expeditiously: discovery is already complete, the parties have focused their competing theories in recently completed summary judgment briefing, and Complaint Counsel intends to move for summary decision as soon as the Rules permit.

There is still, however, the matter of the pending federal court action. To avoid duplicative proceedings, Complaint Counsel has filed in the pending federal court action (concurrently with this motion) a motion to stay or dismiss without prejudice those proceedings. Respondents have informed Complaint Counsel that they will oppose that motion. Briefing on the motion likely will not close until September.

* * *

The Commission can stay Part 3 proceedings for good cause, as recognized in numerous provisions of its Part 3 Rules. *E.g.*, 16 C.F.R. §§ 3.21(c), 3.41(f).

Here, there is good cause for a brief stay to await the district court's resolution of the FTC's motion to stay or dismiss without prejudice the federal court proceedings. Absent a stay,

² See *FTC v. Gem Merch. Corp.*, 87 F.3d 466, 469 (11th Cir. 1996); *FTC v. Simple Health Plans, LLC*, 801 F. App'x 685, 687-88 (11th Cir. 2020). At the time the FTC filed the federal court complaint, the Seventh Circuit was the only circuit holding that Section 13(b) does not permit monetary relief, having recently overturned its longstanding precedent to the contrary. See *FTC v. Credit Bureau Ctr., LLC*, 937 F.3d 764 (7th Cir. 2019).

PUBLIC

the parties will be required to expend resources on this Part 3 proceeding, while also litigating the same case in federal court. Complaint Counsel has no desire to subject the parties to litigating in two fora; once the status of the federal court action has been resolved, there will be no need to do so.

* * *

For the foregoing reasons, Complaint Counsel respectfully requests that the Commission stay all proceedings in this Part 3 action pending resolution of the FTC's motion in the federal court action to stay or dismiss without prejudice.

August 13, 2021

Respectfully submitted,

/s/ Brittany K. Frassetto

Brittany K. Frassetto

Christopher B. Leach

Gregory J. Madden

Bureau of Consumer Protection

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, D.C. 20506

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**

In the Matter of

**FLEETCOR TECHNOLOGIES, INC., a
corporation, and**

**RONALD CLARKE, individually and as
an officer of FLEETCOR
TECHNOLOGIES, INC.**

Docket No. D-9403

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2021, I filed the foregoing document electronically using the FTC's E-filing system, which will send notification of such filing to:

April Tabor
Secretary
Federal Trade Commission
600 Pennsylvania Ave., NW, Rm. H-113
Washington, DC 20580

The Honorable Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Ave., NW, Rm. H-110
Washington, DC 20580

I further certify that on August 13, 2021, I caused the foregoing document to be served via electronic mail to:

Mark Hopson
Benjamin Mundel
Daniel Hay
Sidley Austin LLP
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*Counsel for Respondent
Ronald Clarke*

PUBLIC

August 12, 2021

By: /s/ Brittany K. Frassetto
Brittany K. Frassetto
Federal Trade Commission

Counsel Supporting the Complaint

PUBLIC

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**

In the Matter of

**FLEETCOR TECHNOLOGIES, INC., a
corporation, and**

**RONALD CLARKE, individually and as
an officer of FLEETCOR
TECHNOLOGIES, INC.**

Docket No. D-9403

SEPARATE MEET & CONFER STATEMENT

Complaint Counsel, Brittany Frassetto, Christopher Leach, and Gregory Madden, conferred telephonically with Respondents' Counsel, Mark Hopson, Benjamin Mundel, Daniel Hay, John Villafranco, and Levi Downing, on August 12, 2021. Respondents' counsel indicated that Respondents do not oppose the motion.

August 13, 2021

Respectfully submitted,

/s/ Brittany K. Frassetto

Brittany K. Frassetto
Christopher B. Leach
Gregory J. Madden
Bureau of Consumer Protection
600 Pennsylvania Avenue, NW
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PUBLIC

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Lina M. Khan, Chair
Noah Joshua Phillips
Rohit Chopra
Rebecca Kelly Slaughter
Christine S. Wilson

In the Matter of

FLEETCOR TECHNOLOGIES, INC., a
corporation, and

RONALD CLARKE, individually and as
an officer of FLEETCOR
TECHNOLOGIES, INC.

Docket No. D-9403

**[PROPOSED] ORDER GRANTING COMPLAINT COUNSEL'S MOTION TO STAY
ADMINISTRATIVE PROCEEDINGS**

Upon consideration of Complaint Counsel's Motion:

IT IS HEREBY ORDERED that Complaint Counsel's Motion is GRANTED.

IT IS FURTHER ORDERED that all filing deadlines, hearings, and the date of the
evidentiary hearing, are STAYED.

IT IS FURTHER ORDERED that Complaint Counsel shall inform the Commission of
the resolution of the motion to stay or dismiss filed in the federal court action, *FTC v. FleetCor
Technologies, Inc.*, No. 19 Civ. 5727 (N.D. Ga.), promptly upon issuance.

BY THE COMMISSION

April Tabor, Secretary

Date:

Seal: