IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

IRIS ROTHSTEIN, on behalf of herself and a class of all others similarly situated,

Plaintiff,

v.

AUTO CLUB SOUTH, AUTO CLUB GROUP, AMERICAN AUTOMOBILE ASSOCIATION, PRICELINE PARTNER NETWORK LIMITED, PRICELINE.COM LLC, and PRICELINE.COM INC. n/k/a BOOKING HOLDINGS, INC.

Defendants.

1:15-cv-09391-LAK-SDA

SECOND AMENDED CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff, Iris Rothstein ("Plaintiff"), on behalf of herself and all others similarly situated, brings this action against Defendants, Auto Club South, the Auto Club Group, the American Automobile Association ("AAA"), Priceline Partner Network Limited, Priceline.com LLC, Priceline.com, Inc., and Priceline Group, Inc. n/k/a Booking Holdings, Inc. (the Priceline entities are hereafter referred to collectively as "Priceline" and all defendants are referred to collectively as "Defendants"), and alleges the following:

NATURE OF ACTION

1. This is a class action brought by Plaintiff against Defendants, arising out of the Defendants' practice of overcharging Plaintiff and Class members through the use of unauthorized and undisclosed charges and fees for the booking of hotel accommodations through Defendant AAA's website, AAA.com. The result of these unauthorized and undisclosed charges and fees is

that, instead of providing "exclusive discounted rates" for hotel bookings, as Defendants AAA, Auto Club South, and Auto Club Group promise their members, these Defendants actually charge members far more than they would pay if they booked with the hotels directly. Not only are the rates not discounted, but they are not exclusive. Thus, Plaintiff was charged undisclosed charges and fees and did not receive discounted rates. Unbeknownst to Plaintiff and Class members, AAA.com outsources its hotel booking system to Defendant Priceline, which provides hotel booking services to the general public, as it does to AAA, Auto Club South, and Auto Club Group members on AAA.com. Indeed, Priceline does not even restrict the use of AAA.com for booking hotels to AAA members.

- 2. Plaintiff brings this action as a class action, pursuant to Rules 23(a) and (b)(2) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of a class (defined below) consisting of all persons and entities whom Defendants failed to provide with exclusive discounts on hotel bookings and/or whom they charged undisclosed hotel booking charges and fees (the "Class").
- 3. As detailed herein, the Defendants' failure to provide the exclusive discounts they promise on hotel bookings and their imposition of undisclosed charges and fees on Plaintiff and the Class constituted a breach of contract, a breach of the duty of good faith and fair dealing and, in the alternative, unjust enrichment.
- 4. Plaintiff and the Class have suffered actual damages as a result of Defendants' conduct.

PARTIES

5. Plaintiff is a resident of the state of Florida, Palm Beach County. Plaintiff, thus, is a citizen of Florida. Plaintiff was a member of Defendants AAA and Auto Club South at all times relevant hereto, and a member of Auto Club Group since at least 2011, and has been damaged as

a result of Defendants' overcharging her for booking hotel reservations.

- 6. AAA is a not-for-profit corporation, headquartered and qualified to do business in the State of Florida and doing business in Palm Beach County, Florida, and New York County, New York, at all times relevant to this action. AAA, thus, is a citizen of Florida.
- 7. At the time of Plaintiff's hotel bookings described herein, Auto Club South was a not-for-profit corporation headquartered and qualified to do business in the State of Florida and doing business in Palm Beach, County, Florida, at all times relevant to this action. Auto Club South, thus, was a citizen of Florida. According to Defendants, Auto Club South was merged into Defendant Auto Club Group in November 2014.
- 8. Auto Club Group is a Michigan not-for-profit corporation headquartered in Dearborn, Michigan. Auto Club Group, thus, is a citizen of Michigan. During all times relevant hereto, it has been the holding entity of a number of AAA regional clubs, including Auto Club South, as well as regional clubs covering Illinois/Northern Indiana, Minnesota/Iowa, Nebraska, North Dakota, Wisconsin, and Michigan.
- 9. Priceline Partner Network Limited is, on information and belief, a for-profit corporation which is headquartered in Winnipeg, Manitoba, Canada. Priceline Partner Network Limited built, services, and maintains the hotel booking function on AAA.com. Priceline Partner Network Limited has done business in Palm Beach County, Florida, and New York County, New York, at all times relevant to this action.
- 10. Priceline.com LLC is, on information and belief, a for-profit Delaware limited liability company headquartered in Norwalk, Connecticut. Priceline.com LLC, thus, is a citizen of Delaware and Connecticut. Priceline.com LLC participates in the operation of the website, priceline.com, and does business in Palm Beach County, Florida, and New York County, New

York. Priceline.com LLC supplies certain hotel booking information to AAA.com and charged undisclosed fees to users of AAA.com for booking hotels.

- 11. Priceline.com Incorporated was a for-profit Delaware corporation headquartered in Norwalk, Connecticut. Priceline.com Incorporated, thus, was a citizen of Delaware and Connecticut. Priceline.com Incorporated operated and owned the website, priceline.com, and did business in Palm Beach County, Florida, and New York County, New York, until in or around 2014. Priceline.com Incorporated also supplied certain hotel booking information to AAA.com and charged undisclosed fees to users of AAA.com for booking hotels. In or around April 2014, Priceline.com Incorporated was renamed Priceline Group Inc.
- 12. Priceline Group Inc., was a for-profit corporation, which was headquartered in Norwalk, Connecticut and was the successor to Priceline.com Incorporated. Priceline Group Inc., thus, was a citizen of Connecticut. Priceline Group Inc. was the parent company of Priceline Partner Network Limited and has done business in Palm Beach County, Florida, and New York County, New York, at certain times relevant to this action. In or around 2018, Priceline Group Inc. was renamed Booking Holdings, Inc.

JURISDICTION AND VENUE

- 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. 1332(d)(2), since there are at least hundreds, if not thousands, of class members in the proposed class, the combined claims of proposed class members exceed \$5,000,000, exclusive of interest and costs, and significant numbers of class members are citizens of states other than the Defendants' states of citizenship.
- 14. This Court has personal jurisdiction over Defendants because a substantial portion of the wrongdoing alleged in this Complaint took place in this District, Defendants are authorized

to do business in this District, Defendants have sufficient minimum contacts with this District, and/or Defendants intentionally avail themselves of markets in this District through the promotion, marketing and sale of their products and services to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice. Further, Defendants have consented to personal jurisdiction in this District. Defendants have represented to Plaintiff that they believe AAA.com requires users to agree to terms and conditions which provide that, in the event of a dispute, Plaintiff consents and submits to the exclusive jurisdiction of the state and federal courts located in New York County.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the named Plaintiff has consented to venue in this District; Defendants have consented to venue in this District (as detailed above); because Defendants have hundreds, if not thousands, of customers in this District; because Defendants receive substantial fees from customers in this District; because Defendants maintain offices in this District; and because a substantial part of the events or omissions giving rise to the claims occurred in this District.

FACTS

A. AAA, Auto Club South, and the Auto Club Group

- 16. AAA is a federation of automobile clubs, with regional member clubs spread throughout the United States.
- 17. Auto Club Group is the holding entity of Auto Club South, as well as a number of other AAA regional clubs including clubs covering Illinois/Northern Indiana, Minnesota/Iowa, Nebraska, North Dakota, Wisconsin, and Michigan. On information and belief, Auto Club South was merged into the Auto Club Group in November 2014.
- 18. AAA, through its regional member clubs such as Auto Club South, provides emergency roadside services, as well as other primarily travel-related benefits, to its members.

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- 19. Auto Club South is a regional member club of AAA, servicing the states of Florida, Georgia, and Tennessee.
- 20. Members of Auto Club South pay annual dues in return for receiving membership benefits, a portion of which are remitted to the Auto Club Group and AAA.
- 21. Among the benefits promised by Auto Club Group, Auto Club South, and AAA to members of Auto Club South are "exclusive discounted rates for a wide variety of AAA diamond-rated hotels worldwide." *See* Auto Club South AAA Member Benefits Handbook, attached hereto as Exhibit A, at p. 25; *see also* p. 27.
- 22. The Auto Club South AAA Member Benefits Handbook, which sets forth the contractual benefits of Auto Club South membership, is titled "Your AAA Membership Handbook" and is signed by the Chief Operating Officer of Auto Club Group. *See* Exhibit A, at cover and p. 1. Thus, through the Auto Club South Membership Handbook, Auto Club South, Auto Club Group and AAA, make the same promise to all Auto Club South members.
- 23. Further, on the AAA.com website, Auto Club Group, Auto Club South and AAA promise: "The greatest benefit of using AAA Travel is that as an AAA member, you'll get access to exclusive member benefits and savings. When you book your next vacation with AAA, receive the following exclusive AAA member benefits..." Listed among these benefits are hotel discounts.¹
- 24. Auto Club Group makes the same promise of exclusive discounted hotel rates to the members of its other regional clubs through (1) the AAA Member Benefits Handbooks issued to these members; and (2) through AAA.com which services all Auto Club Group members with respect to booking hotels online.

¹ See, e.g., http://midatlantic.aaa.com/Travel/memberbenefits/hotels (last visited April 2016).

B. Plaintiffs' Travel Booking with AAA and Auto Club South

- 25. Plaintiff has been a member of Auto Club South and AAA since at least 2010 and, before that had been a member of AAA in Pennsylvania.
- 26. Based on AAA and Auto Club South's membership materials, Plaintiff understood that one of the primary benefits of being a AAA member, at any level and with any regional AAA club, was the ability to "save on hotels and rental cars by booking them with AAA" and that she would enjoy "exclusive discounted rates" on hotels.
- 27. In or around June of 2014, the Plaintiff and her husband began an extended driving vacation.
- 28. For this trip, Plaintiff used her laptop computer to make advance reservations for hotels in locations that she and her husband intended to visit.
- 29. In June of 2014, Plaintiff accessed the AAA.com website to make hotel reservations.
- 30. Plaintiff used AAA.com to make reservations for three hotels and paid for these reservations in advance, at the time that she booked them on AAA.com:
 - a. The Homewood Suites by Hilton in Middletown, Rhode Island, for a total cost charged by AAA.com of \$1,118.88, for a stay between June 20 and June 27, 2014;²
 - b. The Hampton Inn White River Junction in White River Junction, Vermont, for a total cost charged by AAA.com of \$573.68, for a stay between July 17 and July 21, 2014;³

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² See AAA.com confirmation of booking for the Hilton by Homewood Suites in Middletown, Rhode Island, attached hereto as Ex. B.

³ See AAA.com confirmation of booking for the Hampton Inn White River Junction in White River Junction, Vermont, attached hereto as Ex. C.

- c. The Holiday Inn Express in Springfield, Vermont, for a total cost charged by AAA.com of \$402.00, for a stay between July 21 and July 24, 2014.⁴
- 31. Each of the aforementioned total costs for these hotel bookings were charged in advance to Plaintiff's credit card, which was maintained jointly with her husband, at the time she completed the bookings on AAA.com. Plaintiff made the reservations in her husband's name.
- 32. AAA promoted each of these hotels on AAA.com as having AAA "member rates" with "exclusive AAA member savings," which Plaintiff believed that she would receive.
- 33. Upon checking in at the Homewood Suites by Hilton in Middletown, Rhode Island, on or about June 20, 2014, Plaintiff was asked by the hotel's desk attendant for the rate she had paid for her room. According to the desk attendant, the hotel could not view the rate that Plaintiff had pre-paid to AAA.com. When Plaintiff disclosed the rate, she was told by the desk attendant that she had overpaid, and the desk attendant provided her with an itemized statement showing what she would have been charged if she had booked with the hotel directly, which was \$940.45,5 rather than the \$1,118.88 which AAA.com had charged to Plaintiff's credit card.
- 34. Essentially the same process was repeated at the two other hotels that Plaintiff had booked and pre-paid through AAA.com. At The Hampton Inn White River Junction, Plaintiff was informed that the proper charge for her stay was \$479.44,⁶ rather than the \$573.68 which AAA.com charged to her credit card. At the Holiday Inn Express in Springfield, Vermont, she was informed that the proper charge for her stay was \$339.66,⁷ rather than the \$402.00 which she had been charged by AAA.com. Both hotels provided Plaintiff with itemized statements showing what

⁴ See AAA.com confirmation of booking for the Holiday Inn Express in Springfield, Vermont, attached hereto as Ex. D.

⁵ See Homewood Suites itemized statement, attached hereto as Ex. E.

⁶ See Hampton Inn itemized statement, attached hereto as Ex. F.

⁷ See Hampton Inn itemized statement, attached hereto as Ex. G.

would have been the charges if she had booked with the hotels directly.

35. The following chart illustrates the differences between the total costs Plaintiff prepaid to AAA.com and the total costs she would have paid for booking with the hotels directly, according to the hotels themselves:

Hotel	Total Costs Pre-Paid to AAA.com for Booking	Actual Total Costs for Bookings According to the Hotels
Homewood Suites by Hilton (Middletown, RI)	\$1,118.88	\$940.45
Hampton Inn White River Junction	\$573.68	\$479.44
Holiday Inn Express (Springfield, VT)	\$402.00	\$339.66

- 36. Given these differences in costs, Plaintiff concluded that AAA overcharged her for these hotel bookings, had not offered her a discount, had not offered her an exclusive rate, and must have charged her fees for booking hotel reservations through AAA.com.
- 37. Neither while using AAA.com, nor at any other time, had Plaintiff ever seen any disclosure that a fee would be charged for booking hotels through AAA.com. In fact, Plaintiff understood that as part of her membership in AAA and Auto Club South, and by booking through Auto Club South or AAA.com, she would receive discounted hotel rates.
- 38. After discovering the overcharges and undisclosed booking fees, and while still on her trip, Plaintiff examined AAA.com's FAQs, in which AAA affirmatively stated that no fees would be charged for booking hotel reservations through AAA.com.⁸ This confirmed her understanding that AAA and Auto Club South never told members such fees would be charged and, in fact, that AAA and Auto Club South promised that members would receive exclusive and discounted rates for hotel bookings.

⁸ See AAA.com FAQs, attached hereto as Ex. H.

- 39. Plaintiff then contacted AAA by phone in an attempt to discover why AAA.com charged her so much more for her hotel reservations than the three hotels told her that she should have paid.
- 40. During this phone call, a AAA representative told Plaintiff that, contrary to the representation on AAA.com, AAA did charge fees for booking hotel reservations through the site. The representative further stated that the hotels where Plaintiff stayed should not have given her the true cost of the bookings, which did not reflect these service fees, because AAA did not want its members to learn of the existence of those fees. The AAA representative also admitted that AAA earned money from the hidden fees charged to its members and, further, that AAA would not issue Plaintiff a refund of those fees.
- 41. Through discovery in this case, obtained since the filing of the Amended Complaint, Plaintiff has learned the following additional information regarding her hotel bookings described above:
 - That she was charged a service fee (which Defendants sometimes refer to internally as a "processing fee") for each of the bookings;
 - That, unbeknownst to her, she received a Priceline merchant rate, not a AAA member rate, for each of the bookings;
 - That Priceline merchant rates are available on Priceline.com and other sites and are not exclusive to AAA.com;
 - The individual she spoke with on the phone at a number provided by AAA.com, described in paragraphs 39 and 40 above, although purporting to work for AAA, was actually employed by Priceline; and
 - That Auto Club South and Priceline received commissions on each of her

bookings.

42. With no other recourse to challenge the overcharges for her bookings, Plaintiff disputed the charges with her credit card company.

C. Priceline's Role

- 43. To Plaintiff's surprise, the disputes she filed with her credit card company regarding AAA's charges were answered not by AAA, but by Priceline.
- 44. Neither Plaintiff nor her husband had ever used Priceline to book hotel reservations, nor was Priceline ever mentioned by Auto Club South, Auto Club Group, AAA, or AAA.com.
- 45. Nevertheless, Priceline claimed that Plaintiff and her husband had authorized the inflated rates and hotel booking fees charged to them by AAA.com.
- 46. But Priceline's statements in support of the propriety of the rates and fees charged to Plaintiff and her husband prove that they never agreed to pay inflated rates and booking fees. Specifically, Priceline stated that:

About the priceline.com Hotel offer process.

The process starts on our website with the customer providing the details of their Trip...By selecting the Buy My Hotel Room Now button, they agree to priceline's [sic] terms and conditions and that the information they provided is accurate...

- 47. Plaintiff never accessed Priceline's website, Priceline.com, or selected the "Buy My Hotel Room Now" button and thus could not have agreed to Priceline's terms and conditions. Moreover, Priceline was never identified during Plaintiff's booking process with AAA.com or through her use of Auto Club South's services.
- 48. Despite disputing the overcharges she paid to Defendants, Plaintiff did not recover all of these overcharges, as a direct result of Priceline's false challenge to her credit card

dispute.

49. Through discovery in this case, obtained since the filing of the Amended Complaint, Plaintiff has learned that AAA, Auto Club Group, and Auto Club South contracted with Priceline in 2013 to build and maintain AAA.com and its hotel booking functions as a "white label site," which was intended to hide from Auto Club Group, Auto Club South, and AAA members that AAA.com was maintained by Priceline and that the hotel rates and hotel booking system on AAA.com were supplied and administered by Priceline.

CLASS REPRESENTATION ALLEGATIONS

50. Plaintiff brings this action, pursuant to Rules 23(a) and 23(b)(2) and (3) of the Federal Rules of Civil Procedure, on behalf of herself and the following Class:

All individuals and entities who were members of a AAA regional club which was part of the Auto Club Group and who booked hotel reservations through AAA.com, within the applicable period of limitations.

51. Plaintiff also brings this action, pursuant to Rules 23(a) and 23(b)(2) and (3) of the Federal Rules of Civil Procedure, on behalf of herself and the following Subclass:

All individuals and entities who were members of Auto Club South and who booked hotel reservations through AAA.com, beginning five years from the date of filing of the Complaint in this case through the date of final judgment in this case.

- 52. **Numerosity:** The exact number of members of the Class is unknown to the Plaintiff at this time, but on information and belief, the Class is so numerous that joinder of all members is impractical. Ultimately, the members of the Class can be ascertained from Defendants' records.
- 53. **Commonality:** The issues involved in this case are susceptible to class-wide proof. Specifically, upon information and belief, all members of the Class entered into similar contracts with Defendants and/or were overcharged by Defendants through the same process.

Common questions of law or fact exist as to all members of the Class and predominate over any questions affecting only individual members, and include, but are not limited to:

- a. Whether Defendants AAA and Auto Club Group have breached their contracts with Plaintiff and Class members;
- b. Whether Defendant Auto Club South has breached its contracts with Plaintiff and Subclass members;
- c. Whether Defendants AAA and Auto Club Group have breached their Duty
 of Good Faith and Fair Dealing with Plaintiff and Class members;
- d. Whether Defendant Auto Club South has breached its Duty of Good Faith and Fair Dealing with Plaintiff and Subclass members;
- e. Whether Defendants have been unjustly enriched by their conduct;
- f. Whether, as a result of Defendants' misconduct, Plaintiff and members of the Class are entitled to equitable and other relief, and if so, the nature of such relief; and
- g. Whether Plaintiff and members of the Class have sustained loss and damages as a result of Defendants' acts and omissions, and the proper measure thereof.
- 54. **Typicality:** Plaintiff's claims are typical of the claims of the other members of the Class, as there are no material differences in the facts and law underlying their claims. For example, Plaintiff and all other members of the Class booked hotel reservations through AAA.com. Further, Plaintiff and the Class were overcharged by Defendants as a result of booking hotel reservations through AAA.com. Plaintiff's claims are therefore typical of those of Class members. Plaintiff and the Class sustained damages as a result of Defendants' uniform wrongful

conduct and Plaintiff's prosecution of her claims will advance the claims of all Class members.

- 55. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the Class, and has retained counsel competent and experienced in complex litigation and class actions. Specifically, Plaintiff's interests, like all other Class members, focus on the conduct related to AAA.com's practice of failing to provide the exclusive hotel discounts which AAA and Auto Club South promise their members and, instead, charging unauthorized and undisclosed charges and fees for hotel bookings. Further, Plaintiff has no interests antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiff.
- 56. **Predominance:** The common questions of law or fact listed above exist as to all Class members and predominate over any questions affecting only individual members of the Class. Specifically, the key liability issues focus on AAA.com's practice of failing to provide the exclusive hotel discounts which AAA and Auto Club South promise their members and, instead, charging unauthorized and undisclosed charges and fees for hotel bookings.
- 57. **Superiority:** Class treatment of the claims set forth in this Complaint is superior to all other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for the proposed Class members to prosecute their claims individually. Even if members of the Class could sustain such individual litigation, it would not be preferable to a class action because the individual litigation would increase the delay and expenses to all parties due to the complex legal and factual controversies presented in this Complaint. Absent a class action, a multiplicity of individual lawsuits would be required to address the claims between the Class members and the Defendants so that inconsistent treatment and adjudication of the claims would likely result. In addition, a class action presents far fewer management difficulties and provides the benefits of a

single adjudication, economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

58. Adequate notice can be given to Class members directly using information maintained in Defendants' records.

APPLICABLE LAW FOR PLAINTIFF'S CLAIMS

- 59. Both AAA and Auto Club South have their principal places of business in Florida. The contract between Plaintiff and AAA and Auto Club South were, therefore, formed in Florida and Florida law applies to their interpretation.
- 60. Since the filing of this lawsuit, Defendants have informed Plaintiff that they believe Plaintiff agreed to a set of terms and conditions when she booked the hotel reservations described herein on AAA.com. Plaintiff has no recollection of agreeing to these terms and conditions. Further, Priceline itself when it challenged Plaintiff's credit card dispute described herein did not raise these terms and conditions but, instead, referred to terms and conditions on its own website which neither Plaintiff nor any other user of AAA.com accessed as part of their hotel booking process. Thus, prior to this lawsuit being filed, Priceline itself did not believe that Plaintiff had agreed to a set of terms and conditions on AAA.com.
- 61. The terms and conditions asserted by Defendants, which they have alleged apply to hotel booking transactions on AAA.com, have no effect on the membership contracts formed between Plaintiff and Class members with AAA and Auto Club South, because these contracts were formed before members could use AAA.com to book hotel reservations and the terms and conditions do not purport to modify these contracts. Further, these terms and conditions are otherwise unenforceable.

COUNT I

(Breach of Contract/Breach of the Duty of Good Faith and Fair Dealing Against Defendants AAA and Auto Club Group, on Behalf of Plaintiff and the Class Under Florida Law)

- 62. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges the allegations in each of the foregoing paragraphs as if fully set forth herein.
- 63. Plaintiff and Class members entered into membership contracts with AAA and Auto Club Group by paying membership dues to their regional AAA member clubs which are part of the Auto Club Group, such as Auto Club South. Portions of these membership dues were remitted to Defendant AAA.
- 64. Their memberships with AAA and Auto Club Group allowed Plaintiff and Class members to access the AAA.com website to book hotel reservations and, indeed, AAA and Auto Club Group directed them to do so.
- 65. Auto Club Group, on its own behalf, as well as on behalf of AAA, makes certain contractual promises to its members regarding hotel bookings made through AAA.com.
- 66. The Auto Club South AAA Member Benefits Handbook, which is part of Plaintiff's and Subclass members' membership contracts with AAA, is signed by Auto Club Group's COO, and sets forth the benefits provided to members under these contracts, tells members:

When you travel, rest assured that you are getting a great hotel value when you book your stay through AAA. Your membership offers exclusive discounted rates for a wide variety of AAA Diamond rated hotels worldwide. Easily reserve your hotel online, by phone or in person at your local AAA office with specially trained AAA Travel professionals.

For more information visit AAA.com.⁹

67. The other AAA Member Benefits Handbooks given by Auto Club Group to

⁹ See AAA Member Benefits Handbook, attached hereto as Exhibit A, at p. 25; see also p. 27.

members of the regional clubs under its control make substantially similar promises. For example, the AAA Member Benefits Handbook given by Auto Club Group to members of its AAA regional club covering Illinois and Northern Indiana states:

Hotel/motel reservations

We can arrange hotel and motel reservations for you anywhere in the world. Not only can we save you time, but we'll also save you money through exclusive AAA Discounts at thousands of AAA approved hotels. In fact, many hotels guarantee to charge our members their lowest rates.

- Call us at 866-968-7222, visit your nearest AAA office or make your own reservations online at AAA.com.
- 68. As set forth herein, AAA and Auto Club Group do not offer members exclusive discounted rates for a wide variety of hotels. Further, with respect to the online hotel bookings which are the focus of this case, AAA.com does not even connect members with AAA but, without disclosing the fact, outsources the management of its site's hotel booking process to Priceline.
- 69. AAA.com further repeats AAA and Auto Club Group's contractual promises to deliver to Plaintiff and Class members "member rates" with "exclusive AAA member savings."
- 70. Plaintiff's and Class members' membership contracts with Auto Club Group and AAA did not provide that Auto Club Group, AAA, or Priceline could charge fees for booking hotel reservations online.
- 71. Further, AAA.com's FAQs explicitly state that service fees would not be charged for booking hotel reservations.
- 72. Plaintiff's and Class members' membership contracts with Auto Club Group and AAA did not provide that Auto Club Group, AAA, or Priceline could charge commissions for booking hotel reservations online.
 - 73. Contrary to the terms of their membership contracts with Plaintiff and Class

members, Auto Club Group and AAA did not provide exclusive rates or savings for hotel bookings but, instead, significantly overcharged Plaintiff and Class members and did, in fact, charge Plaintiff and Class members commissions and service fees for booking hotel reservations through AAA.com. Further, Auto Club Group and AAA never disclosed that they had embedded these commissions and fees in the overall costs of the hotel bookings. Thus, the commissions and fees were hidden from Plaintiff and Class members. Accordingly, Plaintiff and Class members never agreed to pay such commissions and fees. As a result of the foregoing conduct, Auto Club Group and AAA breached their contracts with Plaintiff and Class members and breached their duty of good faith and fair dealing. As a result of Auto Club Group and AAA's conduct, Plaintiff and Class members were damaged by not receiving the exclusive savings they were promised, by being overcharged for hotel bookings, by paying commissions and service fees which they never agreed to and which Auto Club Group and AAA attempted to hide from them, and by having the values of their AAA memberships diminished.

COUNT II

(Breach of Contract/Breach of the Duty of Good Faith and Fair Dealing Against Defendants AAA and Auto Club South, on Behalf of Plaintiff and the Subclass Under Florida Law)

- 74. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges the allegations in each of the foregoing paragraphs as if fully set forth herein.
- 75. Plaintiff and Subclass members entered into membership contracts with Defendants Auto Club South and AAA.
- 76. Their memberships with Auto Club South and AAA allowed Plaintiff and Subclass members to access the AAA.com website to book hotel reservations and, indeed, Auto Club South and AAA directed them to do so.
 - 77. Auto Club South, on its own behalf, as well as on behalf of AAA, makes certain

contractual promises to its members regarding hotel bookings made through AAA.com.

78. The AAA Member Benefits Handbook issued to Auto Club South members, which is part of Plaintiff and Subclass members' membership contracts with Auto Club South and sets forth the benefits provided to members under these contracts, tells members:

When you travel, rest assured that you are getting a great hotel value when you book your stay through AAA. Your membership offers exclusive discounted rates for a wide variety of AAA Diamond rated hotels worldwide. Easily reserve your hotel online, by phone or in person at your local AAA office with specially trained AAA Travel professionals.

For more information visit AAA.com.¹⁰

- 79. As set forth herein, Auto Club South and AAA do not offer members exclusive discounted rates for a wide variety of hotels. Further, with respect to the online hotel bookings which are the focus of this case, AAA.com does not even connect members with AAA but, without disclosing the fact, outsources the management of its site's hotel booking process to Priceline.
- 80. AAA.com further repeats Auto Club South and AAA's contractual promises to deliver to Plaintiff and Class members "member rates" with "exclusive AAA member savings."
- 81. Plaintiff's and Subclass members' membership contracts with Auto Club South and AAA did not provide that Auto Club South, AAA, or Priceline could charge fees for booking hotel reservations online.
- 82. AAA.com's FAQs explicitly stated that service fees would not be charged for booking hotel reservations.
- 83. Plaintiff's and Class members' membership contracts with Auto Club South and AAA did not provide that Auto Club South, AAA, or Priceline could charge commissions for booking hotel reservations online.

¹⁰ See AAA Member Benefits Handbook, attached hereto as Exhibit A, at p. 25; see also p. 27.

- 84. By routing their members to AAA.com for booking hotel reservations, where AAA had secretly outsourced the site's hotel booking process to Priceline, where members did not receive exclusive discounted rates for hotel bookings, were overcharged for such bookings, and were charged undisclosed commissions and fees for booking these reservations, Auto Club South and AAA breached their membership contracts with Plaintiff and Subclass members and breached their duty of good faith and fair dealing.
- 85. As a result of Auto Club South and AAA's conduct, Plaintiff and Subclass members were damaged by not receiving the exclusive savings they were promised, by being overcharged for hotel bookings, by paying service fees and commissions which they never agreed to and which Auto Club South and AAA attempted to hide from them, and by having the values of their Auto Club South memberships diminished.

COUNT III – UNJUST ENRICHMENT (In the Alternative, on Behalf of Plaintiff and the Class Against All Defendants Under Florida Law)

- 86. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges the allegations in each of the foregoing paragraphs as if fully set forth herein.
- 87. Auto Club Group, Auto Club South, and AAA failed to provide Plaintiff and Class members with exclusive discounted rates for hotel bookings, overcharged for such bookings, and collected and retained unauthorized and undisclosed fees and commissions for hotel bookings from Plaintiff and the Class, through AAA.com.
- 88. Priceline assisted Auto Club Group, Auto Club South, and AAA in this conduct and, for administering AAA.com's travel services, retained a portion of the overcharges collected from Class members.
 - 89. Further, Priceline insured that both it and the other Defendants would retain the

overcharges and embedded fees and commissions by challenging disputes over these overcharges, fees, and commissions made by Plaintiff and Class members. Priceline falsely responded to such disputes by representing that Plaintiff and Class members had agreed to terms and conditions on Priceline.com when, in fact, Plaintiff and Class members did not use Priceline.com for these transactions.

- 90. Defendants knowingly and voluntarily accepted and retained the overcharges and unauthorized and undisclosed fees and commissions.
- 91. Defendants were enriched by their receipt of the overcharges and unauthorized and undisclosed fees and commissions.
- 92. Plaintiff and Class members derived no benefit from Defendants in return for the funds unlawfully collected, such that Defendants have been enriched at the expense of Plaintiff and Class members.
- 93. Under the circumstances, it would be inequitable and unjust for the Defendants to be permitted to retain the benefits conferred on them by Plaintiff and Class members.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all those similarly situated, demand judgment as follows:

- A. For an Order certifying that this action may be maintained as a Class action, under Rule 23 of the Federal Rules of Civil Procedure and certifying Plaintiff, Iris Rothstein, as Class Representative, and designating her counsel as Counsel for the Class;
- B. Finding that: (1) Auto Club Group, Auto Club South, and AAA breached their contracts and their duty of good faith and fair dealing with Plaintiff and the Class; and (2) all Defendants were unjustly enriched by their conduct.

- C. Awarding Plaintiff and the Class their full monetary damages to be proven at trial;
- D. For an award of attorneys' fees, expenses, and the costs of this suit, together with prejudgment and post-judgment interest at the maximum rate allowed by law; and
 - E. For any further legal and equitable relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the Class, demands a trial by jury on all issues so triable.

DATED: October 15, 2018 Respectfully submitted,

SHEPHERD FINKELMAN MILLER & SHAH, LLP

/s/ Jayne A. Goldstein

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Attorneys for Plaintiff and the Class

EXHIBIT A



Your AAA Member Handbook

Member Benefits Services



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Thank you for putting your trust in the nation's most reputable motoring organization — now more than **53 million members strong!** Every day, your friends, neighbors, and relatives are using AAA to save money — you can too! You'll quickly discover that by taking advantage of a few of AAA's services you can easily save much more than what you pay in annual member dues.

Looking for savings on dining, shopping and prescription drugs? AAA Discounts & Dollars offers you two ways to save: instant discounts at Show Your Card & Save® partners on products and services you use every day, and earning AAA DollarsSM that can help pay for your membership renewal by shopping through AAA.com or at various partner locations and AAA offices. Planning a weekend getaway or vacation of a lifetime? AAA's Destination Discovery, an interactive tool on AAA.com, recommends travel destinations based on your interests and hobbies, and AAA's knowledgeable travel consultants help ensure a memorable, hassle-free experience. Need auto or home insurance? AAA Insurance Agency offers you savings and security. Want a brighter financial future? AAA's Financial Services help build savings with security through competitive CD rates, money market accounts and IRAs. Your membership also gives you our hallmark Emergency Road Service. And with AAA Approved Auto Repair, you get a free 24-point vehicle maintenance inspection.

Stop by your local AAA office to pick up free maps and TourBooks®, and be sure to check out the members-only discounts on luggage, hotels, and attraction and movie tickets while you're there. You can even register at AAA.com and tell us about the AAA benefits you value most to get a more customized AAA experience.

Thank you for allowing us the opportunity to serve you. We look forward to having you as part of our family for many years to come!

Sincerely,

/John Tomlin

Chief Operating Officer The Auto Club Group

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All policies and procedures outlined in this handbook apply to AAA membership in Florida, Georgia and Tennessee. Member benefits are subject to change without notice.

Access to Services

Connect to Your World of Benefits.

Online at AAA.com

Visit us 24 hours a day, 7 days a week. Request 24-Hour Emergency Road Service at AAA.com/Help. To make changes to your membership, go to at AAA.com and click on My Account.

AAA Mobile

Specially designed for both iPhone/iPad and Android devices, this app will keep you connected to your valuable member benefits. AAA Mobile provides easy access to color maps, directions, travel planning and exclusive member discounts. You can also access AAA's legendary road service right from your mobile device, so requesting roadside assistance, getting battery quotes or locating an Approved Auto Repair facility is effortless. To download AAA Mobile, or apps for AAA Insurance and AAA Auto Buving, visit AAA.com/Mobile.

By Mail AAA, P.O. Box 31087, Tampa, FL 33631

► In Person

Your AAA office is open to serve you. Find the location nearest you beginning on page 31 of this handbook or at AAA.com/Offices.

▶ By Phone

Member Benefits

Order TripTiks®, maps, TourBooks® and attraction tickets; add family members; purchase gift memberships; change address; billing questions and more: 1-800-222-1134

24-Hour Emergency Road Service, Approved Auto Repair Facilities

1-800-AAA-HELP (1-800-222-4357)

TDD, Hearing Impaired: 1-800-765-8889

Travel

Cruise and Tour Bookings, Vacation Packages, Flights, Car Rentals and Hotel Reservations: 1-800-313-7245

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Insurance

• New Policies and Quotes:

1-800-222-3854

Financial Services

- Auto Loans, Car Buying, Extended Warranties:
- 1-800-866-2111
- Credit Card Services:

1-800-807-3068

• CD, Money Market and IRA Accounts:

1-888-728-3096

Member Savings

Hotels, Hertz Rentals and Prescription Savings: 1-866-222-7283. For all other discounts visit AAA.com and search "savings" or call your local AAA office.

AAA Premier®

Visit AAA.com/Premier for complete details about your Premier features and savings, along with exclusive benefits and offers for Premier members. To access your benefits use the exclusive AAA Premier phone number on the back of your AAA card.

Moving

If you move, please be sure to notify us of your new address. You may do this in person at your local AAA office, at AAA.com under My Account, or by calling 1-800-222-1134.

Outside Our Service Area

If you're traveling in the U.S. or Canada, outside of Florida, Georgia or Tennessee, you'll receive the same service that clubs in those areas extend to their members. AAA is also affiliated with automobile/touring clubs around the world through four major international motoring organizations.

Members of these groups agree to extend services to visiting members of foreign clubs and AAA does the same for their members in the United States and Puerto Rico. *Please contact your local AAA office for more information*.

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THE AAA JOURNEY

Take Pride in Our History & Comfort in Our Future.

Almost immediately after the first horseless carriages appeared on America's roads, motorists began organizing automobile clubs. In 1902, AAA was formed with just 1,500 members. More than 100 years and 53 million members later, AAA's most basic premise remains the same—safety, security and peace of mind for our members and the motoring public.

Today, AAA serves you at a local level and at a national level. We're here to help keep you on the go, and to act as a legislative advocate for better roads. We work to ensure pedestrian safety through ongoing education, and reach out to the children in your life through the AAA School Safety Patrol Program and child safety seat intervention services.

Of course, the most valued feature of AAA membership is our nationwide, 24-Hour Emergency Road Service. A network of nearly 100 call centers and an ever-increasing fleet of AAA club-owned vehicles successfully respond to tens of millions of calls each year. We sustain optimal response times by keeping advanced technologies and systems in place for you, and continue to update and innovate our systems and processes.

With first-response call centers, remote dispatchers, in-truck terminals and an automated call status update system, we're able to stay ahead of the curve and offer you the most efficient and responsive service in the market. AAA's position of leadership continues to forge progress on the roadways of this nation and in the endeavors most important to you. Our name and reputation are your guarantee of satisfaction.

MEMBERSHIP INFORMATION

Choose the AAA Plan that's Best for You.

Your travel, spending and driving habits are unique. That's why AAA gives you the option to select from three different membership plans—all offering the peace of mind and security our name is famous for.

If you are the first or only person in your household to join AAA, you are referred to as the Primary member on your account. Primary members may add eligible family members to their account for less than it would cost to enroll them as a new (Primary) member; this type of membership is referred to as Associate membership. See the following definitions:

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PRIMARY MEMBER

Membership for the first person in your household to join AAA.

ASSOCIATE MEMBER

Membership, at a significantly reduced rate, for the Primary member's spouse and unmarried, dependent children under 21 years of age living in your home, and through age 25 if attending an institution of continuing education as a student. Associate members must have the same type of membership as their Primary member, with the exception of AAA Motorcycle.

Three types of membership are available:

AAA CLASSIC

Rest easy with reliable, 24-Hour Emergency Road Service and comfortable protection from our Classic plan.

• AAA PLUS®

Looking for something somewhere in the middle? Then choose our Plus level of coverage that provides you with everything you need when you're out on the road, and a few of the perks you want most when you're enjoying time at home.

AAA PREMIER®

Experience the finer benefits of AAA with our Premier level of coverage.

Compare Membership Plans on Page 36.

OPTIONAL ASSISTANCE PLANS

► Recreational Vehicle and Trailer Assistance

AAA Plus RV and Premier RV memberships are optional coverage add-ons for recreational vehicles, and are available at an additional cost to your Plus or Premier membership. Covered vehicles include motor homes, pickup trucks with campers, motorcycles, travel trailers and golf carts. The trailer towing benefit covers a variety of trailers including boat, personal watercraft, motorcycle, ATV, utility, snowmobile, and unoccupied livestock trailers. You must be a Plus or Premier member to add RV.

▶ Motorcycle Assistance

AAA Motorcycle is a new type of assistance that's specifically designed for your motorcycle and complements your Classic, Plus or Premier membership. Your motorcycle trailers are also covered whether your motorcycle is on one or pulling one. Other benefits of AAA Motorcycle include free fuel delivery, reimbursement for locksmith services, travel interruption and

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more. It may be added to any individual membership plan at additional cost.

No matter which plan you choose, you're sure to enjoy the following great benefits throughout the year:

- 24-Hour Emergency Road Service
- Trip Planning Services and Discounts
- Insurance Discounts
- Special Savings on Travel
- Discounts at over 160,000 partner locations worldwide
- Earn AAA Dollars^{son} for shopping at AAA offices and on the AAA Dollars Online Mall

AAA Group Membership

AAA Group Membership offers employers a low- to no-cost perk for their employees and their eligible family members. Group members receive all the benefits and services available exclusively to AAA members at a reduced rate. *Contact your local AAA office for more information.*

AAA Gift Membership

AAA Gift Memberships are available at your local AAA office, online at AAA.com/Gift, and by calling 1-800-222-1134. When you give the gift of AAA, your friend or loved one will enjoy nationwide, 24-Hour Emergency Road Service, along with other AAA benefits that correspond to their plan.

Member Referral Program

At AAA, we realize that our members are our biggest advocates. That's why our member referral program will reward you for friends you refer who join AAA in Florida, Georgia, Tennessee or Puerto Rico. *Call 1-800-222-1134, visit your local AAA office, or visit AAA.com/Friends for more details or to make a referral.*

► Going Places® Magazine

As a member of AAA, you'll automatically receive *Going Places* magazine bimonthly. You'll stay up to date on your member benefits and enjoy articles on travel, health, upcoming events and more. *Visit Going Places online at AAA.com/GoingPlaces*.

► AAA Member e-Newsletter

Distributed by email every week, the AAA Member e-Newsletter keeps you informed of the latest happenings at AAA. Creative feature stories, new programs, special offers and great contest giveaways keep you in the loop with AAA. *To sign up for our e-newsletter go to AAA.com.*

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Your AAA Membership Card Is Your Key to Service

Please present your AAA membership card for all AAA services. A driver's license or other form of matching picture identification must also be presented for 24-Hour Emergency Road Service; otherwise, charges will apply at commercial rates. Service is available nationwide only to the person named on the membership card. AAA memberships are not transferable, and membership service is not provided to nonmembers. Other members of your household who want 24-Hour Emergency Road Service must have their own membership cards, in their own names, to obtain service. To add family members at reduced costs, visit your local AAA office, AAA.com and click on My Account, or call 1-800-222-1134. Membership dues are billed annually, in advance of your expiration date, and must be paid to keep your membership valid after expiration. Dues are reviewed annually and are subject to change.

Automatic Renewal

Choose our convenient credit card payment option and renew your dues automatically each year for uninterrupted service. *Go to AAA.com and click on My Account to sign up.*

Annual dues will be charged to your credit card each year until you cancel. You may change this arrangement at any time by contacting AAA. (Please note that membership dues may still be charged if cancellation request is made within 90 days of your next expiration date.) Personal checks cannot be used for Automatic Renewal.

► Member Renewal Policy

The Primary Member must authorize renewal or cardholder changes, including additions or deletions, and is responsible for the account. Members receive a renewal notice by mail. You may renew the Membership online at AAA.com, at any AAA office, by calling 1-800-222-1134, or by mail. Renewal within 60 days of your expiration date extends Membership for 12 months from the original expiration date. Renewal after that point extends Membership for 12 months from the renewal and a new expiration date will be assigned.

► Vehicle Decal

Your AAA decal identifies you as belonging to the world's most reputable motoring organization. Place your decal on your vehicle. It will help our 24-Hour Emergency Road Service technician guickly locate your vehicle.

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24-HOUR EMERGENCY ROAD SERVICE

Peace of Mind Every Time You're on the Road.

Membership Coverage

Unlike insurance, AAA membership covers you, the member not just a vehicle that you own, lease or rent. As a AAA member, you are covered as a driver or a passenger in any eligible vehicle. You must be with the disabled vehicle at the time of service.

For Road Service:

1-800-AAA-HELP (1-800-222-4357) TDD: 1-800-765-8889 AAA.com/Help

When calling for service, please provide:

- Your name and AAA membership number
- Telephone number from which you are calling
- The exact location of your vehicle and the nearest cross streets
- Make, model, year and color of the vehicle
- Nature of the trouble

Calls placed to our 24-hour call centers may be recorded to increase our ability to monitor the quality of service and assist in addressing member concerns.

NOTE: If you call and then find that you no longer are in need of service, please call back promptly to inform us of the cancellation. If a service vehicle has not yet been dispatched, we will not count it as a call toward your membership.

You are expected to be with the vehicle at the time of service. If you are injured in an automobile collision and cannot be with your vehicle, the service provider, when requested, will take possession of the vehicle and hold it until receiving instructions from you. Any storage fees will be your responsibility.

A SAFETY MESSAGE: If you have special needs and are concerned for your safety or for the safety of others, tell the AAA service representative or the service technician. Procedures have been established to assist you in unsafe or dangerous situations. When calling for 24-Hour Emergency Road Service, please give an accurate location for you and your vehicle. If you are unsure of the vehicle's location and you prefer not to remain with your vehicle, advise the telephone service representative, who will work with you to establish a mutually agreeable location for the service technician to meet

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you. Accept service only from service technicians who display the AAA emblem on the vehicle.

Member Communications

Help us maintain our high standards of Emergency Road Service. Please address your comments to:

AAA P.O. Box 13368 St. Petersburg, FL 33733-3368

Or visit AAA.com, click Contact Us and scroll down to Submit Comments, and click on Emergency Road Services.

► Allowable Emergency Road Service Calls

In order to keep membership dues affordable for everyone, AAA limits 24-Hour Emergency Road Service up to four AAA-paid calls per member per membership year. Plus RV and Premier RV allow up to four AAA-paid service calls for your vehicles or RVs per member per membership year. Each AAA Motorcycle card holder is entitled up to four AAA-paid motorcycle service calls distinct from their Classic, Plus or Premier vehicle plan or RV calls per membership year. You'll still receive service after your AAA-paid calls; however, you will be charged special, prenegotiated AAA rates that are lower than you would pay if you weren't a AAA member. Payments by cash or your personal check are acceptable, and your special AAA rate will apply.

▶ Minor Mechanical First Aid

When it is safe, minor repairs not requiring parts or supplies may be attempted at the scene to get your vehicle on the go. However, following this service it is recommended that you proceed to a repair facility to consult a qualified technician. AAA cannot guarantee the availability of repairs, but the AAA service representative or the independent service provider can assist you in locating a local AAA Approved Auto Repair facility.

► Flat Tire Service

If your vehicle's spare tire is inflated and serviceable, it will be installed to replace a flat tire, when possible. When a serviceable spare tire is not available or cannot be installed, towing will be provided under the towing benefit. AAA Motorcycle comes with air-only service. If this fails to make the motorcycle operable, the towing benefit will apply. Plus RV, Premier RV and Motorcycle trailer coverage ensure that the tire on your vehicle or trailer will be replaced with its mounted spare. (Note: Delivery of air for motorcycles is covered under all

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membership types. If air is not sufficient to safely inflate the motorcycle tire, arrangements to tow or transport the motorcycle will be covered under Motorcycle, Plus RV, or Premier RV memberships. With Classic, Plus and Premier memberships, towing or transporting a motorcycle is rendered on a commercial basis.)

▶ Battery Jump-Start/Boost

If your vehicle's battery is dead, the service technician will jump-start your vehicle, if possible. If it cannot be started, towing will be provided under the towing benefit. AAA Motorcycle coverage does not include battery jump-start/boost, and instead, the towing provision applies.

► AAA Mobile Battery Service

AAA Battery Service is a mobile battery testing and replacement service. In areas where it is available, a AAA Battery Service technician will test and assess the vehicle's battery and charging system. If the existing battery fails the test and you would like to have the battery replaced, the technician will install a new AAA battery, if available, that meets or exceeds the vehicle's original specifications at an exclusive AAA member discounted price. All AAA batteries come with a 6-year limited warranty including a 3-year free replacement. AAA Battery Service is only available in select areas, during select hours. AAA batteries are available for most makes and models, and some vehicles may require additional installation fees. 24-Hour Emergency Road Service terms and conditions apply. AAA Motorcycle does not include battery testing and replacement.

► Emergency Fuel Delivery

If your vehicle or motorcycle runs out of fuel, a limited supply will be delivered, if available, to enable you to reach the nearest service station. Classic members will be charged the current pump price for fuel. AAA Plus, Plus RV, Premier, Premier RV and Motorcycle members will receive a sufficient amount of fuel to reach the nearest open service station at no cost. If you require diesel fuel, please request it when you call for service, as it may not always be available. In some cases, your vehicle may have to be towed if it runs out of fuel. If fuel delivery is not available, towing will be provided under the towing benefit.

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Extrication/Winching Service

If your vehicle becomes stuck, it will be extricated or winched as long as it is adjacent to a passable, established road or thoroughfare and can be safely reached from the hard road surface. The extrication provisions of Classic membership cover one standard truck and one technician. If the vehicle cannot be operated after extrication the towing benefit will apply. AAA Plus, Plus RV, Premier, Premier RV and AAA Motorcycle members are eligible for a second standard truck and technician for one hour if needed to extricate your motorcycle. If additional manpower or standard equipment is required, the associated costs will be at your expense.

► Vehicle Lockout and Locksmith Service

If the key that operates or provides access to the passenger compartment of the vehicle is lost or broken, locksmith service will be sent to gain entrance. If you are locked out, lockout service valued up to \$50 is covered for Classic members, excluding ignition repair/replacement. Locksmith parts, labor and service valued up to \$100 are covered for Plus and Plus RV members to make the vehicle operable, and up to \$150 are covered for Premier and Premier RV members. If the vehicle can't be safely opened or made operable, or the locksmith cannot replace the key, towing services will be provided under the towing benefit. AAA Motorcycle includes reimbursement up to \$75 for expenses associated with a broken or lost key.

Towing Service

When your vehicle cannot be started or safely driven, it will be towed without charge to a destination of your choice—up to five miles from the point of breakdown or to the station rendering service for Classic members, and up to 100 miles for Plus and Plus RV members. With AAA Premier and Premier RV, you can use one 24-Hour Emergency Road Service call per cardholder per membership year for a tow of up to 200 miles, and the remaining three service calls for tows of up to 100 miles or other covered services. Recreational vehicles are eligible for the 100-mile tow benefit under Plus RV and one 200-mile tow under Premier RV. Each AAA Motorcycle cardholder is entitled to up to four additional 100-mile tows or other covered service calls for their motorcycle per cardholder per membership year. One tow per mechanical breakdown can be made at AAA's expense. A per-mile charge at the locally prevailing rate will

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apply to all towing miles in excess of those covered. These charges are payable at the time of service to the service provider via cash, credit and debit cards (where available) or your personal check (up to \$250). Charges for miles in excess of the paid miles provided are based on the total actual measured miles towed, except when use of a provisional estimate is required, and because of travel time and/or safety considerations. may not be the shortest possible route.

Eligible Vehicles

Most motor vehicles are eligible for 24-Hour Emergency Road Service provided they are properly licensed and registered and are not loaded, altered or constructed in such a way as to cause damage or create a hazard when being serviced. They include:

- Four-wheel passenger vehicles, pickup trucks (including unloaded dual-wheel pickup trucks), sport utility vehicles, vans and minivans (including rental and commercial passenger vehicles) are eligible for those services which can be safely delivered with standard equipment available from the independent service provider.
- AAA Plus RV and Premier RV are optional benefits which extend present Emergency Road Service and AAA Plus and Premier benefits to include motor homes, pickup trucks with campers, camper trailers, travel trailers, recreational trailers, motorcycles and all trailer types. Golf carts, if licensed and registered, are a covered vehicle, as long as they are operated on paved roads. The trailer towing benefit covers a variety of trailers including boat, personal watercraft, motorcycle, ATV, utility, snowmobile, and unoccupied livestock trailers. You must be a Plus or Premier member to add RV.
- AAA Motorcycle is optional coverage that extends Emergency Road Service to include motorcycles, motorcycle trailers and trailers being pulled by motorcycles. AAA will dispatch vehicles to provide service to you on the road in Florida, Georgia, Tennessee and Puerto Rico. For service outside this territory, please submit receipts for qualified services acquired for reimbursement consideration. A claim form is located on AAA.com, under Contact Us.

You can add Plus RV, Premier RV or AAA Motorcycle benefits by calling 1-800-222-1134 or visiting AAA.com.

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Check Acceptance for Emergency Repairs

As a member, your personal check for up to \$250 will be accepted by independent service providers for emergency repairs and services. AAA Approved Auto Repair facilities will accept personal checks of up to \$350. Please provide proper identification with a valid membership card and driver's license. The name on the check must match the member name.

► Hertz Rental Car with Breakdown

AAA members who need a rental car because their vehicle has been towed can get help from AAA in securing one at a discounted rate. A minimum Hertz discount of 10% applies to economy through full-size car classes. A 15% or more discount applies to all other car classes. In addition to the standard rental car discounts, Premier members receive a complimentary day's rental car from Hertz with any two-day minimum rental and an eligible tow. Just ask us for help and we'll arrange for you to get a standard class rental.

The Premier member has up to 48 hours from the time of the tow to call the exclusive number on the back of the membership card and request the one-day complimentary rental car from Hertz. Rental car benefits must be used in conjunction with a tow which is one of the four allowable 24-Hour Emergency Road Service calls. Please present your AAA membership card at the time of rental. Normal rental qualifications and other restrictions, including age, apply. Rental cars are subject to availability.

► Independent Service Providers

24-Hour Emergency Road Service, as described in this guide, is sometimes provided by independent businesses under contract to AAA (not employees or agents of the American Automobile Association). These independent businesses are selected for their ability to provide road service. We cannot guarantee they will have parts or be able to provide repairs. While responsibility for loss, damage or unsatisfactory workmanship remains with the independent service provider, AAA will attempt to assist members in resolving complaints. Member complaints should be received as soon as possible and before additional repairs are made. Failure to report a complaint quickly may limit our ability to assist you.

Extreme Service Conditions

Please understand that during severe weather conditions, an increase in the volume of service requests may cause unavoid-

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able delays. First priority is given to the removal of vehicles blocking roadways. As equipment becomes available, service will be provided to other vehicles. Also, heavy traffic and road construction may delay the arrival of the service provider.

SERVICE LIMITATIONS: Service will be limited to the equipment ordinarily used for road service by the service provider serving the area. Service will not be provided when the disabled vehicle cannot be safely reached or serviced without causing damage to the vehicle or servicing equipment.

Service may not be used as a substitute for regular maintenance necessary to keep your vehicle in good operating condition. AAA membership may not be used by a business or organization to provide service for its customers, employees or vehicles.

The following services are not provided under the membership benefit:

- Towing to transport vehicles due to a purchase, sale, disposal, auction transaction, car show exhibition, relocation or similar situations.
- Service to a vehicle located in an area not regularly traveled by private passenger vehicles (such as a beach, open field, creek bed, or private logging or forest service road and snow filled or flooded road or driveway).
- Flat tire change, battery jump start or battery replacement service for Motorcycles.
- Any roadside service for RV or trailers, unless the member has Plus RV or Premier RV
- Any covered service for a motorcycle unless the member has AAA Motorcycle, Plus RV or Premier RV. (Excludes air and fuel delivery. Classic members pay for fuel.)
- · Towing of vehicles which are safely operable under their own power.
- . Towing of vehicles purchased in an inoperable condition.
- Cost of vehicle locksmith services beyond what is necessary to place the vehicle in a condition to be safely driven (such as duplicating keys, nonemergency lock repairs and rekeying of vehicle locks).
- Service in situations where appropriate identification in addition to the membership card is not provided to the service technician.
- More than 5 miles of Classic towing per disablement, without the member agreeing to pay the additional mileage costs.
- More than 100 miles of AAA Plus towing per disablement, without the member agreeing to pay the additional mileage costs.
- More than 200 miles of AAA Premier or Premier RV towing on one disablement per membership year, more than 100 miles of towing on the remaining allowable service calls, without the member agreeing to pay the additional mileage costs.
- More than 100 miles of recreational vehicle or trailer towing per disablement, without the member agreeing to pay the additional mileage costs.
- More than 100 miles of AAA Motorcycle towing per disablement, per member, without the member agreeing to pay the additional mileage costs.
- Towing to or from auto dismantlers or salvage yards, or from one storage location to another.
- The installation or removal of snow chains.
- Installation of automotive parts not provided by a service provider.
- AAA Plus, AAA Premier, AAA Plus RV, AAA Premier RV and AAA Motorcycle services before the member has received a new membership

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card denoting these additional service benefits, or prior to 3 days after receipt of dues payment, whichever is earlier.

- Service to a vehicle which is not properly licensed/registered.
- Service to unsecured, unlicensed, unregistered trailers; trailers with uncovered debris; trailers with loads exceeding maximum load capacity; trailers more than 43' in length; trailers containing livestock; tractor trailers.
- Towing service other than Emergency Road Service towing.
- No service if membership is expired or unpaid.

Reimbursement

If AAA service cannot be secured, or is not allowable (such as on certain controlled-access highways or in situations in which law enforcement uses alternative resources for incident management), you will be reimbursed for covered road services provided by a non-AAA service provider, up to the reasonable prevailing commercial rate for the region. Service vehicles will be dispatched for AAA Motorcycle members requiring Emergency Road Service in Florida, Georgia, Tennessee and Puerto Rico. For AAA Motorcycle service outside this territory, please submit acquired receipts for reimbursement consideration. Claim forms are available at AAA.com under Contact Us. If AAA service is available and not used, reimbursement will be limited to what it would have cost AAA to provide the covered service. Your request for reimbursement must be received within 90 days of service. To download a claim form, visit AAA.com and click on Contact Us. Submit the original receipt(s), along with a brief explanation of what happened to: AAA-Reimbursements, P.O. Box 13368, St. Petersburg, FL 33733-3368.

Reimbursements for services will only be considered for those membership services which AAA provides without charge. (Vehicle locksmith service will be reimbursed up to \$50 with Classic membership benefits, up to \$100 with AAA Plus and Plus RV, and up to \$150 for AAA Premier and Premier RV.) Vehicle locksmith service of up to \$75 will be reimbursed for AAA Motorcycle. Reimbursement will not be provided for certain law enforcement-controlled tows involving violation of laws, taxi fares, telephone calls, rental cars, etc. Members will be reimbursed for membership services at the prevailing commercial rates when AAA service is requested from a AAA or CAA Club, but the membership cannot be verified. Reimbursement will be issued upon subsequent verification that the member's valid membership was in effect at the time of service.

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AUTOMOTIVE SERVICESTurn to AAA for All Things Automotive.

► Auto Loans

Receive preferred rates on auto loans. AAA auto loans are available for both new and used vehicles. You can also save money by refinancing through AAA. For more information or to check current rates call 1-800-866-2111 or visit AAA.com/Auto.

► Motorcycle and RV Loans

For AAA members who enjoy taking to the open road, financing is available for both new and used motorcycles and RVs. For more information or to check current rates call 1-800-866-2111 or visit AAA.com/Auto.

► Extended Warranties

Receive preferred pricing on AAA extended warranties that provide comprehensive coverage plans for vehicles up to 125,000 miles. Interest-free financing lets you choose the plan that fits your needs and budget. We offer a zero deductible option and the warranty is transferable should you sell your vehicle. Warranties are also available for motorcycles and provide low deductibles, nationwide protection and transferable coverage. Motorcycle plans offer protection from unexpected costs with coverage for travel expenses (up to 3 days / \$150 max.) when you're more than 100 miles from home. Substitute transportation is also provided (up to 5 days / \$150 max.) if your motorcycle is in a repair shop overnight or longer. For more information or to request a quote, call 1-800-866-2111 or visit AAA.com/Auto.

► GAP Coverage

Drive your newly purchased vehicle with added confidence with GAP coverage. If your vehicle is lost or stolen, your insurance settlement can be significantly less than the outstanding loan or lease balance. GAP insurance covers the difference between your outstanding loan balance and the actual cash value of the vehicle (primary insurance company settlement). GAP also covers up to \$1,000 of your deductible if there is a "gap" after the primary insurance settlement is paid. It is covered as part of the deficiency balance and is not paid directly to you. For more information, call 1-800-866-2111 or visit AAA.com/Auto.

Car Buying Service

AAA has a better way to buy a car. Use AAA Auto Buying for significant savings off MSRP on new cars or to save money on a used car from certified dealers chosen for excellent service and

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competitive pricing. With AAA Auto Buying, you can research and compare virtually all makes and models using our easy-to-use online shopping tool. Once you've decided on a car, contact your dealer representative and arrange a test drive. If you love it, buy it—without the worry or pressure. *Visit us online at AAA.com/Auto to find your next new or used vehicle.*

CARFAX Vehicle History Reports

Receive a detailed CARFAX Vehicle History Report at a reduced rate. Visit AAA.com/Auto for more information.

AAA Approved Auto Repair

Receive a free 24-point maintenance inspection, guaranteed estimates on repairs, and earn AAA Dollarssm or get a discount at participating shops. AAA Approved Auto Repair facilities offer a 12-month/12,000-mile guarantee, whichever comes first under normal operating conditions, and AAA Approved Auto Body facilities offer a limited lifetime guarantee on fit and finish. All AAA facilities have agreed to accept the decision of AAA if a member has concerns regarding repairs or service.

MEMBER SERVICES

Take Advantage of Your Exclusive Member Services and Savings.

AAA Discounts & Dollars

• Show Your Card & Save® – Member Discounts
Receive instant AAA discounts every day on dining, shopping, entertainment, prescriptions, eyeglasses, electronics, moving trucks, services and much more at over 160,000 participating partner locations by simply showing your AAA membership card. Average annual member savings are \$102 a year. Visit AAA.com/Save for a complete listing.

• AAA Dollars - Member Loyalty Program

Earn AAA Dollars that can help pay for your membership renewal! Shop and earn on purchases you make at popular online retailers, AAA offices and select retail locations. Shop online at AAA Dollars Online Mall and earn AAA Dollars with brand-name partners. You can also shop locally at any AAA office and earn AAA Dollars on select member-discounted attraction tickets, name-brand luggage and travel accessories. Visit AAA com/Dollars to learn more

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Prescription Savings

Save an average of 24% with your free AAA Prescription Savings card. This free program saves you money on prescriptions not covered by insurance or Medicare Part D plan. It covers everyone in your family—even pets. *To print your AAA Prescription Savings card, visit AAA.com/Rx or call 1-866-AAA-SAVE (1-866-222-7283)* This is not insurance. Discounts are only available at participating pharmacies.

► Attraction Ticket Savings

AAA offers exclusive member savings of up to 35% on tickets to over 100 of the most popular theme parks and attractions including *Walt Disney World® Resort*, Universal Orlando Resort®, Busch Gardens, SeaWorld, LEGOLAND® Florida, Six Flags and Dollywood. Choose from museums, nature and animal adventures, aquariums, historic parks, science and space attractions, boat rides, hot air balloons and more. Plus, earn *AAA Dollars* on select tickets. Members can also save on dining and souvenirs at select theme parks.

For a complete listing visit AAA.com/Fun.

► Entertainment Savings

AAA offers great discounts to a variety of fun-filled dinner theaters with themes such as pirates, horses, mystery, magic and jousting knights. For on-the-water dining, members save on brunch, lunch and dinner cruises. And members save on select movie theaters and entertainment complexes.

Visit AAA.com/Fun for more information.

Legal Service Fee Reimbursement

We will pay attorney fees you incur to successfully defend a traffic charge made against you according to the Reimbursement Schedule. If more than one traffic charge is made in the ticket, citation or other statement of charges or results from the same incident, we will pay no more than the amount shown in the Reimbursement Schedule for the traffic charge for which you are entitled to the most reimbursement. However, we will pay only if you successfully defend all charges.

Reimbursement Schedule

Melinbar semente semedane		
Charges	Classic	Plus/Premier
Manslaughter		
Trial Cost Defense Or Appeal	\$500	\$1,500
Reckless Driving		
Trial Cost Defense Or Appeal	\$250	\$500
Minor Traffic Violations		
Trial Cost Defense Or Appeal	\$100	\$200

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Free Notary, Fax and Copy Service

Personal notary transactions are available at most AAA offices, Monday through Friday. Notary, fax and copy services are free for all AAA members.

Emergency Check Cashing

When you are traveling in the United States, all AAA offices will cash a personal check for up to \$100 for you as a member. To cash a check, present your membership card and other required picture identification. Checks will only be cashed if there are funds available at the cashier.

► Home Lockout

If you are a AAA Premier member and you become locked out of your home, you can receive reimbursement up to \$100 in locksmith services to pick or drill the lock to gain access to your home from the outside. Home lockout service is reserved for a Premier member's primary residence on file in Florida, Georgia or Tennessee only, and excludes all other buildings or locked areas. The service provides reimbursement up to \$100 for the cost of rekeying, changing locks and/or making a new key only when the lock must be drilled to gain entry to the home, or if keys are lost or stolen. Any charges in excess of \$100, as well as all charges associated with any other residential locksmith services, are at the expense of the Premier member. Home lockout service is limited to one usage per Premier household per membership year. To download a claim form, visit AAA.com and click on Contact Us. Questions about this process should be directed to your local AAA office or to 1-800-388-6725.

▶ Vehicle Theft and Hit & Run Reward

AAA issues a \$1,000 reward for Classic members and \$2,000 for Plus, Premier, and AAA Motorcycle members for information leading to the arrest and conviction of a person stealing or causing a hit-and-run accident involving any eligible vehicle registered in the name of the member. (Rewards are not payable to law enforcement officers, the member whose vehicle was stolen or immediate family members.) To download a claim form, visit AAA.com and click on Contact Us.

► Guaranteed Arrest Bond

Your AAA membership card guarantees authorities a \$1,000 arrest bond for covered minor traffic violations.

• If you do not settle with the local court or appear at your hearing, the fine for your violation, as well as any costs imposed, will be charged to AAA or the General Insurance Company of America (GICA) by the local court.

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- By using your AAA membership card as a Guaranteed Arrest Bond, you agree to reimburse AAA or GICA for any fines or costs that may be paid on your behalf.
- Upon receipt of reimbursement your AAA membership card will be returned to you.

LIMITATIONS

- The Guaranteed Arrest Bond is only valid for the member whose name appears on an accompanying AAA membership card. It is not transferable and may not be accepted by all jurisdictions.
- The violation of a motor vehicle law or ordinance must have been committed prior to the expiration date shown on the AAA membership card.
- The Guaranteed Arrest Bond is **not valid** for serious violations including driving while under the influence of intoxicating liquors, drugs or narcotics; failure to appear on prior traffic violations; driving on a suspended/revoked driver's license; hit and run; illegal use or falsification of license or registration; engaging in a felony; attempting to elude/eluding police; or while driving a vehicle used for commercial purposes.

Car Travel Interruption

If you're traveling by car and are 100 miles or more away from home and have a breakdown or accident, or if your vehicle is stolen while en route, we'll reimburse you for emergency expenses up to the value of \$600 for Classic members; up to \$1,000 for Plus, Plus RV and AAA Motorcycle members; and up to \$1,500 for Premier and Premier RV members. Reimbursable expenses include: meals and lodging, car rental, and transportation home or to your destination within 72 hours. To download a claim form, visit AAA.com and click on Contact Us.

COVERED EXPENSES:

The following expenses are payable for you and family members if the car you were using for the trip is disabled by loss while en route to your planned destination. Loss includes an accident, theft, vandalism or mechanical breakdown that makes the car not drivable or available to you. The loss must occur 100 miles or more from your home for this protection to apply.

- Reasonable expenses for unexpected automobile or passenger van rental and commercial transportation for the reasonable time required to complete the trip to your planned destination or return home, whichever occurs first.
- Reasonable expenses paid to a commercial establishment for unexpected meals and lodging resulting from the loss and incurred on the road during the delay caused by the loss.

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COVERAGE DURATION:

This protection only covers loss which occurs while your current membership is in force.

LIMITATIONS / MAXIMUM PAYMENT:

The following expenses are not payable under this protection:

- Expenses of family members if they were not traveling with you when the loss occurred;
- More than \$600 for expenses incurred by all members of one family resulting from one loss (the family maximum is \$1,000 if you are a member with AAA Plus, Plus RV or Motorcycle, or \$1,500 for a member with AAA Premier or Premier RV).
- 3. Expenses incurred after:
 - a. 72 hours from the time of loss;
 - b. repairs are made to your car;
 - c. you reach your planned destination; or
 - d. you return home after the loss; whichever occurs first.
- 4. Expenses resulting from:
 - a. loss caused intentionally by or at the direction of you or any family member; or
 - b. failure to take reasonable means to avoid the loss.
- 5. Alcoholic beverages.
- 6. Gratuities in excess of 20%.

DUTIES:

- Make a written request for reimbursement within sixty (60) days of the loss;
- 2. Provide reasonable verification of:
 - a. the loss:
 - b. the repairs to the car; and
 - c. your planned destination.
- Provide original itemized receipts for all expenses You claim.

To download a claim form, visit AAA.com and click on Contact Us.

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Vehicle Return Benefits*

What is covered?

AAA Premier members on covered travel are reimbursed up to \$500 for transportation of the vehicle back to the primary residence when an unexpected illness or injury prevents completion of the covered travel. The vehicle must be operable. Transportation must be performed by an accredited professional transport company. Exclusions, conditions and limitations may apply.

Vehicle Return benefits are underwritten BCS Insurance Company under a Form No. 50.233B. AGA Service Company is the licensed producer and administrator for this plan.

What is not covered?

Vehicle Return benefits will not be payable if the vehicle is a rental or a vehicle with an original lease term of less than one year, or if the transportation of the vehicle could have been performed by a member or by a traveling companion.

General Program Provisions:

This member handbook is not a policy or contract of insurance, but is your most complete source of information. Please be sure to keep it in a safe place. All information in this document is subject to the terms and conditions of the Master Policy, a copy of which is in the possession of your local club. The terms and conditions of the Master Policy agree with the terms outlined in this guide to benefits. However, features and benefits are subject to change without notice. The AAA Premier member agrees to use diligence in doing all things reasonably prudent to avoid or diminish any loss. AGA Service Company will not unreasonably apply this provision to avoid claims hereunder.

HOW TO FILE A CLAIM: Please gather the information below if you have a covered loss during your covered travel, as it will be requested when you file a claim upon returning home.

All claims must be reported to Us within 60 days from the date of loss or as soon after that date as is reasonably possible. Once you report a claim, the Service Associate will set up a claim file for you and send you a claim form. You must send written proof of loss, including any required information necessary to support the claim, to Us within 90 days from the date of loss, or as soon after that date as reasonably possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. AAA Premier Members can be connected with AGA Service Company by calling the exclusive Premier Services number on your membership card. The AGA Service Company Associate will confirm your request and provide you with assistance.

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GENERAL DOCUMENTATION

- 1) Evidence of accident/theft (i.e., official police report)
- 2) Copy of invoice from accredited professional transport company (Vehicle Return Benefit)

IF YOU HAVE A QUESTION OR NEED TO FILE A CLAIM: AAA Premier Members will be connected to AGA Service Company by calling the exclusive Premier Services number on your membership card. The AGA Service Company Associate will confirm your request and provide you with assistance. This guide to travel insurance services arranged by AGA Service Company is 1) your Vehicle Return Group Insurance coverage underwritten by BCS Insurance Company; and 2) your outline of administrative services provided by AGA Service Company.

TRAVEL SERVICES

Get Away with a Vacation from AAA.

AAA Travel

Backed by over 100 years of experience, AAA Travel provides professional travel expertise combined with exclusive member benefits. From weekend getaways to around-the-world cruises, the choices we offer are endless. Whether your dream vacation is a cruise, escorted or independent tour, group travel, rail trip or any other vacation package, your AAA Travel Consultant will find you the best value possible.

When you book through AAA Travel, you get so much more than just a great price. Special discounts, upgrades and exclusives are just the beginning of the extras you won't find anywhere else. For starters, Classic and Plus members pay reduced professional fees as well as reduced transaction fees for air and rail travel booked through AAA Travel Agency. Travel transaction fees are waived for Premier members purchasing air or rail tickets, and on the processing of exchanges, refunds and free tickets. We also provide assistance with international visa services, passport applications, State Department advisories, transportation while overseas, special needs requests and other valuable services to make your vacation worry-free.

Unique itineraries and exclusive, engaging experiences are now available through AAA Vacations® only at AAA Travel. Choose the cruise or tour vacation that's right for you from an endless selection of adventures. Additionally, AAA Travel offers vacations to match your needs including customized vacation planning, adventure travel, weekend getaways, mystery trips and AAA member appreciation trips.

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If you're looking to explore vacation destinations based on your personal interests, AAA's Destination Discovery can help. It's our interactive tool for members only that makes travel recommendations based on your interests. Plus, you'll find destination reviews, travel blogs and great vacation deals.

Visit AAA com for details.

Travel Guides

TourBooks®, CampBooks® and select maps are free to members. Some restrictions may apply. AAA Premier members receive four additional AAA TravelBook titles free when ordering them online. Both Plus and Premier members receive free international maps published by AAA.

► AAA TripTik® Routings

Whether you are traveling cross-country or across town, let AAA create a TripTik® that will provide accurate door-to-door directions. Each can be customized to meet all aspects of your travel needs, pointing out gas, food, attractions, rest areas, AAA approved and Diamond rated hotels and more. Detours, congested areas, construction zones and areas known for strict law enforcement are also marked. *Visit any AAA office or AAA.com for more information.*

▶ Hotels

When you travel, rest assured that you are getting a great hotel value when you book your stay through AAA. Your membership offers exclusive discounted rates for a wide variety of AAA Diamond rated hotels worldwide. Easily reserve your hotel online, by phone or in person at your local AAA office with specially trained AAA Travel professionals.

International Driving Permits and Passport Photos
International driving permits and passport photos are
available for a nominal fee at most AAA offices. AAA Plus
members receive two free sets of passport photos per year.
Premier members receive unlimited sets for themselves and
their dependent children.

► Travel Protection

When you book your trip with AAA Travel, you have the opportunity to purchase a travel protection plan customized for AAA to offer the most comprehensive benefits at the best value. Ask your AAA Travel Consultant for details.

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► Emergency Travel and Medical Assistance and Concierge Services

AAA Premier members receive Emergency Travel and Medical Assistance and Concierge Services 24 hours a day, 7 days a week—in the United States or internationally. This applies to planned leisure trips 100 miles or more from the primary residence, which include at least one overnight stay and are not more than 45 days in duration. These services are available to AAA Premier members and their spouses and unmarried dependent children age 21 or under who are traveling with the AAA Premier member.

You must purchase AAA Premier Service prior to the travel departure date in order to use these services. The information, referral, arrangement, ticketing and reservation services for Emergency Travel and Medical Assistance and Concierge Services are provided without charge. The AAA Premier member, however, is responsible for all fees, expenses and other amounts charged by outside entities. Emergency Travel and Medical Assistance and Concierge Services are provided by AGA Service Company. Certain restrictions and limitations may apply. Benefits and service providers are subject to change without notice.

Emergency Travel and Medical Assistance for AAA Premier members includes:

- Medical provider referrals, appointments and admission arrangements
- Emergency translation service arrangements
- Lost tickets and document replacement arrangements
- Prescription replacement arrangements
- Emergency medical transportation arrangements
- Emergency medical visitation arrangements
- Emergency cash transfer arrangements
- Emergency message center service

Concierge Services for AAA Premier members includes:

- Theater, sporting event and other entertainment ticketing/reservations
- Limousine and car service information and reservations
- \bullet Shopping and health club referrals and information
- Exhibition, shows and festival information
- Messenger service referral and arrangements
 Colf too times and recornations (subject to availability)
- Golf tee times and reservations (subject to availability)
 Gift basket and floral delivery arrangements
- ATM location information
- Weather forecast information

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Hertz Car Rentals

As a AAA member, you save up to 20% on Hertz car rentals for leisure or business travel. Members also receive an array of valuable benefits from Hertz including, no charge for additional drivers who are AAA members meeting standard rental qualifications, free use of child safety seat, Member Satisfaction Guarantee and more. Your Hertz/AAA CDP ID# is 014 and is located on the back of your membership card. Reservations can be made at your local AAA office or online at AAA.com/Hertz.

► Hertz Gold Plus Rewards

Enjoy FREE membership and the best car rental value around! Earn up to 1000 points just for enrolling.* Other benefits include bypassing the counter after your first rental, FREE additional authorized driver, FREE use of a child seat, and save 10% on the fuel purchase option. For more information or to join today at no cost, visit AAA.com/Hertz. Activation may take up to 7 days for new Premier members.

*Points are awarded after first rental. Points earned vary due to level of membership at time of enrollment.

Luggage and Travel Accessories

Members receive low prices on luggage and travel accessories when purchased at a AAA office. You save up to 50% off MSRP on top-quality, name-brand luggage including, Samsonite, American Tourister, Ricardo Beverly Hills, Antler and more, plus earn 5% of your purchase in AAA Dollars. We offer a price-match guarantee on all luggage and travel accessories. You may also shop from home and save 15% at eBags by visiting AAA.com/Merchandise. AAA Dollars are available only on AAA-office purchases.

Exclusive Hotel Discounts & Inclusive Vacation Packages

AAA offers exclusive hotel discounts and inclusive vacation packages with the *USA by AAA* program. Members can save up to 35% on AAA Diamond Rated partner hotels including Hilton, Best Western and more. Members also get other exclusive hotel perks such guaranteed late checkout and free room upgrades when available. Designed by local AAA experts, our vacation packages provide exceptional value by combining attraction tickets, hotels, meals, dinner shows and other exclusive offerings to create unique and engaging experiences for destinations in the U.S.A. Contact your AAA Travel Consultant and discover enhanced engaging and exclusive vacations with *USA by AAA*.

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► Travel Accident Insurance

As a AAA member, you receive Travel Accident Insurance coverage automatically when your trip is arranged and purchased through your AAA Travel Agency. Coverage levels are \$100,000 for Classic, \$300,000 for Plus and \$500,000 for Premier.

This program covers you for accidental loss of life, limbs, sight, speech or hearing while traveling in a common carrier when the transportation is arranged through The Auto Club Group. Common Carrier means any land, water, or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

One hundred percent of the benefit also applies while traveling in a common carrier or a private passenger automobile directly to or from a terminal, station or airport, immediately before or after scheduled arrival or departure, and while traveling in a rental car whose lease has been arranged through the local AAA Travel Agency along with any airline or common carrier transportation. For more information, visit AAA.com/Travel and click on Travel Insurance.

FINANCIAL SERVICES

The Foundation for Achieving Your Dreams.

Auto Loans

Receive preferred rates on auto loans. AAA auto loans are available for both new and used vehicles. You can also save money by refinancing through AAA. For more information or to check current rates call 1-800-866-2111 or visit AAA.com/Auto.

AAA Credit Cards

AAA members can select from multiple AAA Credit Cards.* Each card offers a unique rewards program. Members can choose a card that offers cash back or valuable rewards points on purchases. *To learn more or apply, visit AAA.com/CreditCard.*

AAA Member Rewards Visa® Credit Card — A value-packed credit card that allows you to earn points on every purchase and redeem them for cash, travel, merchandise and unique adventures. Best of all, there's no limit on points!

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TRIPLE points for qualifying AAA and travel purchases **DOUBLE** points for grocery, gas and drug store purchases **SINGLE** point per dollar for all other purchases

This impressive program includes rewards such as AAA vouchers for purchases at AAA offices (including AAA Travel), and for auto repair, tires and bodywork at AAA Approved Auto Repair facilities. *To learn more or apply, visit AAA.com/CreditCard or your local AAA office*.

*For information about the rates, fees, other costs and benefits associated with the use of these credit cards, refer to the online application on AAA.com.

These credit card programs are issued and administered by FIA Card Services, N.A. Visa is a registered trademark of Visa International Service Association, and is used by the issuer pursuant to license from Visa U.S.A. Inc. © 2013 Bank of America Corporation

► AAA Deposits Program

AAA members receive AAA preferred member rates on 12-, 24-, and 60-month term Certificates of Deposits at rates that have consistently exceeded the national average.* For more information on CDs, IRA CDs, Money Market and Online Savings accounts, visit AAA.com/Deposits.

AAA Gift Cards

Always the right gift. Visa® Gift cards are available at a discounted member price at participating AAA offices and can be used at any merchant accepting Visa® debit cards.

AAA Travel Money

For your convenience, AAA offers TipPaks, small amounts of euros or pounds, perfect for tips and taxis upon arrival. TipPaks are available at participating AAA offices. *Prepaid debit travel cards and more than 50 foreign currencies are available online at AAA.com/TravelMoney.*

INSURANCE SERVICES

Reliable Protection at the Right Price from AAA Insurance Agency

AAA Insurance Agency provides dependable, affordable coverage for all types of insurance needs. We are pleased to offer a full line of insurance services including:

► Auto Insurance

The benefits of auto insurance from AAA Insurance Agency begin as soon as you contact us for a free, no-obligation quote. You'll get up to six quotes from well-known, finan-

^{*}National average APYs based on rates on top 50 U.S. banks (by deposit) as provided by Informa Research services, Inc. as of 4/17/13. Deposit accounts offered through Discover Bank, Member FDIC

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cially stable companies. And you'll be able to select your protection on the spot and enjoy your savings immediately. Members can save even more, so contact one of our insurance professionals for a quote today. *Call 1-866-697-3222*, *visit AAA.com, or stop by your local AAA office*.

Home Insurance

AAA offers home protection from several dependable insurance companies, so you have the opportunity to select the policy features you want at the price that fits your needs. We also provide coverage for condos and renters. Talk with one of our licensed, experienced agents about the right coverage for you and your family. *Call 1-866-697-3222*, *visit AAA.com*, *or stop by your local AAA office*.

► The Package Policy for Home & Auto

Created especially for Floridians and offered exclusively by AAA, the Package Policy for Home & Auto simplifies your insurance protection. You'll have only one policy covering both your home and auto and one easy payment. Talk with one of our Florida insurance professionals about this unique policy. *Call 1-866-697-3222, visit AAA.com, or stop by your local AAA office.*

Flood Insurance

Most people don't know this, but one-quarter of flood claims come from low or moderate risk areas, and homeowners insurance doesn't cover flood damage. That's why AAA recognizes the importance of offering flood coverage to protect your home—coverage that can cost less than one dollar a day. Contact one of our licensed agents or representatives today about flood protection. *Call 1-866-697-3222*, *visit AAA.com*, *or stop by your local AAA office*.

► Specialty Vehicle Insurance

AAA proudly offers a line of specialty coverages to fit your lifestyle including motorcycle, RV, boat and golf cart insurance. Talk with one of our insurance professionals today about insuring your specialty vehicle with us.

Call 1-866-697-3222, visit AAA.com, or stop by your local AAA office

Life, Health and Annuity Products

AAA is committed to helping our members enrich and protect their lives and the lives of their families for years to come. That's why we offer a secure, affordable array of life, health, and annuity products and unmatched service that has earned

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us a reputation of trust and respect. Our insurance offerings include:

Life Insurance –

- Term Life
- Whole Life
- Universal Life

Annuities

CDs

Medical Insurance

- Long-Term Care
- Health
- Travel & international Medical

Contact a AAA Life Insurance Agent to talk about the right solutions for you and your family. Visit AAA.com/Life or stop by your local AAA office for more information.

AAA OFFICES

► Call for hours

(DL)-AAA Offices with Drivers License Services

(T/I)-Travel and Insurance Services only

M-F 8:30 a.m. - 5:00 p.m.

*M - F 7:30 a.m. - 6:00 p.m., Sat. 8:00 a.m. - 4:00 p.m.

** M - F 9:00 a.m. - 6:00 p.m.

***M-F 9:00 a.m. - 6:00 p.m., Sat. 10:00 a.m. - 2:00 p.m.

† M - F 8:30 a.m. - 5:30 p.m.

tt M/T/W/F 8:30 a.m. - 5:30 p.m.; Th. 8:30 a.m. - 7:00 p.m.

FLORIDA

1201 N.W. 13th St.

Belleair Bluffs†	727-584-7678
100 N. Indian Rocks Rd.	
Bradenton†	941-798-2221
6210 Manatee Ave. W.	
Brandon†	813-681-5761
415 W. Robertson St.	
Clearwater†	727-448-2600
2170 Rainbow Dr.	
Clermont (I)†	352-394-5503
12340 Roper Blvd.	
Crystal River (I) ▶	352-794-3820
1689 S.E., U.S. Hwy. 19	
Daytona Beach†	386-252-0531
2525 International Speedway Blvd.	
Delray Beach**	561-865-1400
14539 Military Tr., Ste. A	
Fort Myers†	239-939-6500
2516 Colonial Blvd.	
Fort Pierce††	772-461-6972
1971 South U.S. Hwy. 1	
Gainesville†	352-373-7801

391-LAK-8DA Doccumentt 39-5. Filled 104/22/18 Heathrow†.......407-444-4240 1000 AAA Dr. Jacksonville**......904-565-7722 4320 Deerwood Lake Pkwy., Ste. 109 Kissimmee† 407-944-0866 204 W. Oak St. Lakeland† 863-688-7921 1457 E. Memorial Blvd. Lakewood Ranch†......941-756-0606 11531 Palmbrush Tr. Leesburg†......352-787-8800 1107 W. North Blvd. #16 Melbourne Melbourne†† 321-253-9100 3578 N. Harbor City Blvd. Palm Bay (I) ▶321-914-3962 4100 Minton Rd. Miami Kendall**......305-270-6450 7074 S.W. 117th Ave. South Miami**......305-661-6131 6643 S. Dixie Hwy. Naples† 239-594-5006 5401 Airport-Pulling Rd. N. Ocala† 352-237-6251 3033 S.W. College Rd. Orange Park**904-272-2010 555 Blanding Blvd., Ste. 1 Orlando Southchase (I)†407-856-2360 12163 S. Orange Blossom Tr. Waterford Lakes (I)†......407-380-3920 626 N. Alafaya Tr., Ste. 106 Winter Park † 407-647-1033 783 S. Orlando Ave. Palm Beach Gardens**561-694-9090 9123 N. Military Tr., Ste. 110 Palm Harbor† 727-789-7850 32050 U.S. Hwy. 19 N. Pembroke Pines (DL, by appt. only)**..... 954-322-5020 15739 Pines Blvd Pensacola†......850-477-6860 540 Brent Ln. Plant City (I) ▶813-752-2223 1703 B Thonotosassa Rd. Plantation**954-424-4140 11971 W. Sunrise Blvd. Pompano Beach**954-942-5450 601 E. Atlantic Blvd. Ponte Vedra**......904-280-8181 840 Hwy. A1A N., #180 Port Charlotte[†]......941-627-1544 21229-A Olean Blvd. Port Richey† 727-868-9523 10532 Devco Dr. St. Augustine (T/I)†904-825-0298 172 State Rd. 312 32

13**91-LAK-8**DZ\ Documentt39-5. Filled 04/22/18 St. Petersburg Downtown†......727-826-3600 800 2nd Ave. S. Sarasota (DL, by appt. only)†......941-929-2299 3844 Bee Ridge Rd. Seminole[†]......727-398-3120 9200 Seminole Blvd. Spring Hill[†]352-683-3446 1410 Pinehurst Dr. Stuart^{††}......772-287-5300 1610 S.E. Federal Hwy. Sun City Center[†]......813-633-4880 717 Cortaro Dr. Tallahassee** 850-907-1000 3491 Thomasville Rd., Ste. 26 Tampa Carrollwood (DL, by appt. only)†.......... 813-963-2121 14755 N. Dale Mabry Hwy. New Tampa†...... 813-929-3430 20315 Bruce B. Downs Blvd. Westshore[†]......813-289-5000 1515 N. Westshore Blvd. Trinity[†]......727-375-2404 10700 State Rd. 54, Ste. 102 & 103 Venice[†]......941-493-2100 2100 S. Tamiami Tr. Vero Beach†† 772-770-3400 6650 20th St. The Villages LadyLake - AAA at the Villages† 352-753-2500 955 Bichara Blvd. Lake Sumter Landing † 352-751-1888 1068 Lake Sumter Landing Wellington (T/I)**561-357-3475 4075 State Rd. 7, Ste. F1. Winter Haven † 863-293-3151 601 W. Central Ave. **GEORGIA** Atlanta Chastain Park*** 404-843-4500 4410 Roswell Rd. Chastain Park Car Care Plus* Fr..... 404-847-1070 4410 Roswell Rd. Johns Creek***678-417-5578 7150 M^cGinnis Ferry Rd. Johns Creek Car Care Plus* ----- 678-417-0775 7150 M^cGinnis Ferry Rd. 1035 Mansell Rd., Ste. 100 Mansell Car Care Plus* ----- 770-518-3294 1035 Mansell Rd., Ste. 100 Marietta/East Cobb**......770-565-5700 4101 Roswell Rd. N.E. #301

Morrow/Southlake** 770-961-8085

Sandy Plains*** 770-973-2031

1500 Mt. Zion Rd., Ste. 205

3445 Gordy Parkway Sandy Plains Car Care Plus* 3445 Gordy Parkway Toco Hills*** 2161 Lavista Rd. N.E. Toco Hills Car Care Plus* 2161 Lavista Rd. N.E. Augusta**	770-973-8126 404-633-9418 404-235-6754
3601 Walton Way Ext. Columbus** 2449 Airport Thruway	
Macon†	
TENNESSEE Chattanooga**2111 Gunbarrel Rd.	423-490-2000
Knoxville Downtown 100 West 5th Ave. Maryville	
715 W. Lamar Alexander Pkwy. West Knoxville** 110 Capital Dr. Memphis**	
990 N. Germantown Pkwy., Ste. 102 Murfreesboro** 1970 Old Fort Pkwy., Ste. B	
Nashville Cool Springs (Brentwood)**	615-264-5480
Tri-Cities Regional†	423-928-7671

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Refund Policy

Refunds are issued on a pro-rated basis for deceased members and members moving out of the Club's territory whose dues have been paid to another club. Duplicate memberships will be given a full refund. Automatic renewal (also referred to as convenience billing) cancellations made at time of renewal will be fully credited and the member will be billed for the balance. Requests for reimbursement by members who are dissatisfied with AAA's service will be handled on a case-by-case basis. For all other circumstances, AAA will non-renew the membership at the member's expiration date. Finally, AAA reserves the right to immediately cancel a membership without refund for inappropriate use or abuse of membership privileges. All policies are subject to change without notice.

Privacy Policy

At AAA, maintaining your trust and confidence is our top priority. We do not sell or rent nonpublic personal information about our members or former members. We do not share nonpublic personal information about our members or former members with companies outside of AAA, except where required or permitted by law. We carefully manage and safeguard information among our companies and affiliates, based on your membership or other relationships with AAA, in order to provide you with unsurpassed service, greater convenience and superior value.

Sources from which we may collect nonpublic information about you include: information we receive from you on applications or other forms in writing, via facsimile transmission, by telephone, by electronic means including e-mail and our website, or by other means of communication; information resulting from your transactions with us, our affiliates or others; information resulting from entitled services that you have received from us, our affiliates or others; information obtained from governmental sources, such as your driving record and claims history (insurance clients); and information obtained from non-governmental sources, such as demographic data used for marketing purposes.

We may disclose personally identifiable information about you to persons or organizations within or outside of the AAA Federation as permitted or required by law including companies that perform marketing services for us or with whom we have joint marketing agreements. These agreements allow us to extend the value of your membership or provide you with special savings. Information will normally be limited to name, address, telephone number, membership or customer number and Club tenure. Under certain circumstances, additional information will be provided to appropriate third parties with your consent or at your direction, such as when you apply for a loan, request a quote for insurance or, as necessary, to perform other services. Information will also be disclosed, if necessary, to effect, administer or enforce a transaction, benefit or service that you have requested or authorized or to which you are entitled. This includes such information as the description, location and license number of your vehicle, as well as your telephone contact number and other information deemed necessary to provide you with emergency road service. Information may be shared among the Club's corporate affiliates and subsidiaries, other AAA clubs and the AAA National Office. Other third parties with whom information may be shared include, but are not limited to, emergency road service contractors, AAA Approved Auto Repair facilities, travel service providers, financial service providers, insurance support organizations, insurance agents, claims representatives, independent contractors, courts and governmental agencies.

We restrict access to your nonpublic information to those employees who need such information in order to provide products or services to you. In compliance with federal regulations, we maintain physical, electronic and procedural safeguards designed to guard and prevent misuse of your nonpublic personal information. Please refer to our website (AAA.com) for additional details regarding our Internet Privacy Policy.

If you do not wish to receive these types of communications, please write us at: Membership Records, AAA, 1515 N. Westshore Blvd.,
Tampa, Florida 33607-4505.

Please include your full name, address and AAA membership number. You will still receive our publication, AAA *Going Places*.

ST00795 35 13-MS-1487 (6/13 rev)

Ungrade today for greater 391-LAK-SISE Document 39.8 Filed 02/23/18 towing miles and valuable benefits.

Benefits Roadside Assistance*	Premier® Premier® RV	
	One 200-Mile Tow; Up to Three	
Towing	100-Mile Tows	
Emergency Starting	Yes	
Mobile Battery Service	Yes	
Flat Tire Service	Yes	
Vehicle Locksmith Service	Up to \$150 in Parts and Labor	
Extrication/Winching	2 Service Vehicles and 2 Service Techs	
Car Travel Interruption	Up to \$1,500	
Vehicle Theft Reward	\$2,000	
AAA International TravelBooks	Yes, Plus 4 Additional Titles Free	
Hertz Gold Plus Rewards Membership	Free + 1,000 points at Join = 2 Free Weekend Days	
TripTiks®, Maps and TourBooks®	Yes	
Fuel Delivery	Yes, Free	
Passport Photos	Unlimited Free Sets per Year	
Free Travel Accident Insurance for AAA Travel	Yes, up to \$500,000	
Benefits	Plus®/Plus® RV	
Roadside Assistance*		
Towing	Up to Four 100-Mile Tows	
Emergency Starting	Yes	
Mobile Battery Service	Yes	
Flat Tire Service	Yes	
Vehicle Locksmith Service	Up to \$100 in Parts and Labor	
Extrication/Winching	2 Service Vehicles and 2 Service Tech	
Car Travel Interruption	Up to \$1,000	
Vehicle Theft Reward	\$2,000	
AAA International TravelBooks	Yes	
Hertz Gold Plus Rewards Membership	Free + 600 points at Join = 1 Free Day	
TripTiks®, Maps and TourBooks®	Yes	
Fuel Delivery	Yes, Free	
Passport Photos	2 Free Sets per Year	
Free Travel Accident Insurance for AAA Travel	Yes, up to \$300,000	
Benefits	Classic®	
Roadside Assistance*		
Towing	Up to Four 5-Mile Tows	
Emergency Starting	Yes	
Mobile Battery Service	Yes	
Flat Tire Service	Yes	
Vehicle Locksmith Service	Up to \$50 for Lockout Only	
Extrication/Winching	1 Service Vehicle and 1 Service Tech	
Car Travel Interruption	Up to \$600	
Vehicle Theft Reward	\$1,000	
AAA International TravelBooks	\$1,000 Yes	
Hertz Gold Plus Rewards	Free + 600 points at Join = 1 Free Day	
Membership	Yes	
Membership TripTiks®, Maps and TourBooks®	Yes	
Membership TripTiks®, Maps and TourBooks® Fuel Delivery		
Hertz Gold Plus Rewards Membership TripTiks®, Maps and TourBooks® Fuel Delivery Passport Photos Free Travel Accident Insurance for AAA Travel	Yes You Pay for Fuel	

0391-LAK-8DA Doccumentt 39-5. Filed 04/29/18

Call 1-800-222-1134 for all AAA Services.

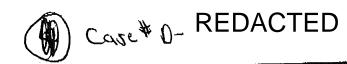




ST00795 Rev. 6/13 13-MS-1487

EXHIBIT B





Auto Club South

Thanks for booking with Auto Club South!

Booking Status:

OConfirmed

Trib Number:

12170102383

Room 1:

Guest Name:

Iris Rothstein

confirmation #:

80314531

when locating up your reservation on the or when calling our customer sa

Hotel Information

Hotel Name:

Homewood Suites By Hilton Newport-Middletown

Address:

348 West Main Road, Middletown, RI, US

Phone:

401-848-2700

Hotel Information:

Driving directions | Hotel Information

Room Type:

1 KING BED STUDIO SUITE NONSMOKING COMP HI SPEED-

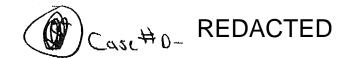
DAILY HOT BRKFST-LITE MEAL M-TH COMBINED

BDRM/LIVING RM-SOFABED-FULL KITCHEN

Check In:

Friday, June 20, 2014 15:00





Check Out:

Friday, June 27, 2014 11:00

Summary of Charges (All prices are in USD)

Room Cost (per \$141.5 night):

Nights:

Rooms:

Guests:

Room Subtotal: \$950.8

Taxes and Fees:

\$128.03

Total Cost:

\$1118.88

Review/Cancel Your Reservation

Customer Information

Name:

Iris Rothstein

Phone:

REDACTED

Address:

City:

Negotiated Specials may be limited to certain dates and subject to availability Pretpay Policy:

\$11 18.88 will be charged to your credit card.

Room Charge Disclosure:

You'r credit card is charged the total cost at time of purchase. Prices and room availability are not guaranteed until full payment is received.

Cancellation Policy:

For the room type and rate that you've selected, you are not allowed to change or cancel your reservation. If you cancel your room, you will still be charged for the full reservation amount. Guarantee Policy:

Reservation is guaranteed for arrival on the confirmed check-in date only. If you don't check-in to the hotel on the first day of your reservation and you do not alert the hotel in advance, the remaining portion of your reservation will be canceled and you will not be entitled to a refund.

All rooms are guaranteed for double occupancy and accommodations for more than the specified number are not guaranteed.

The reservation holder must be 21 years of age or older.

A valid ID and credit card must be presented at check-in. The credit card is required for any additional hotel

EXHIBIT C

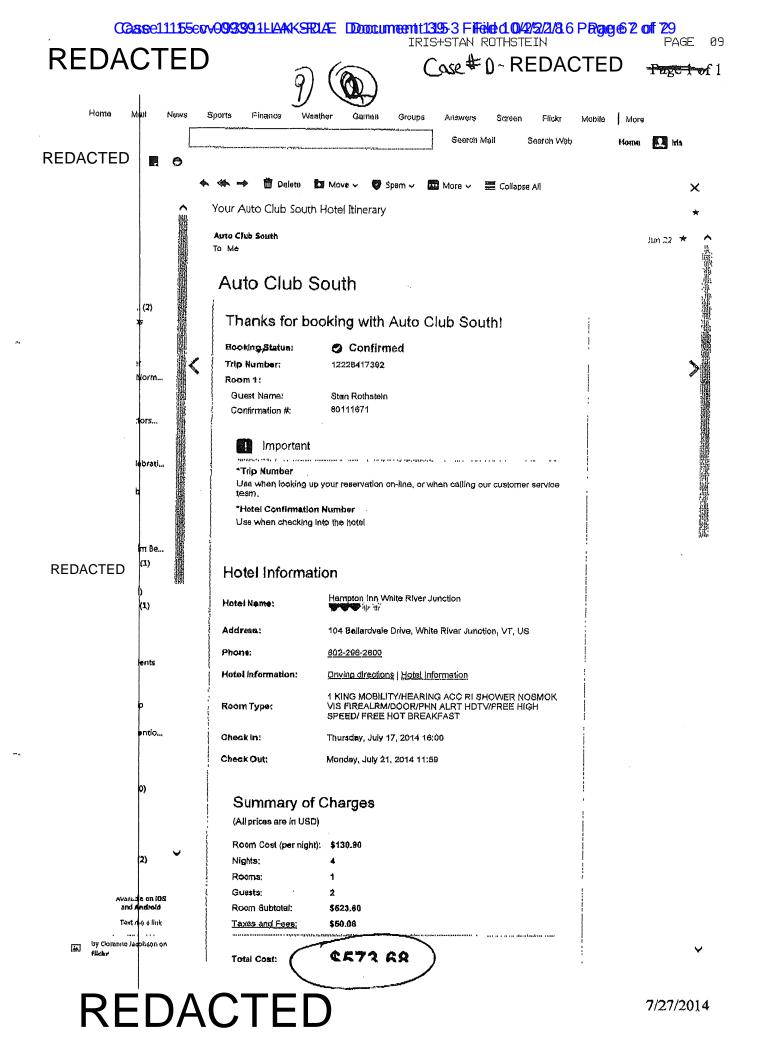


EXHIBIT D

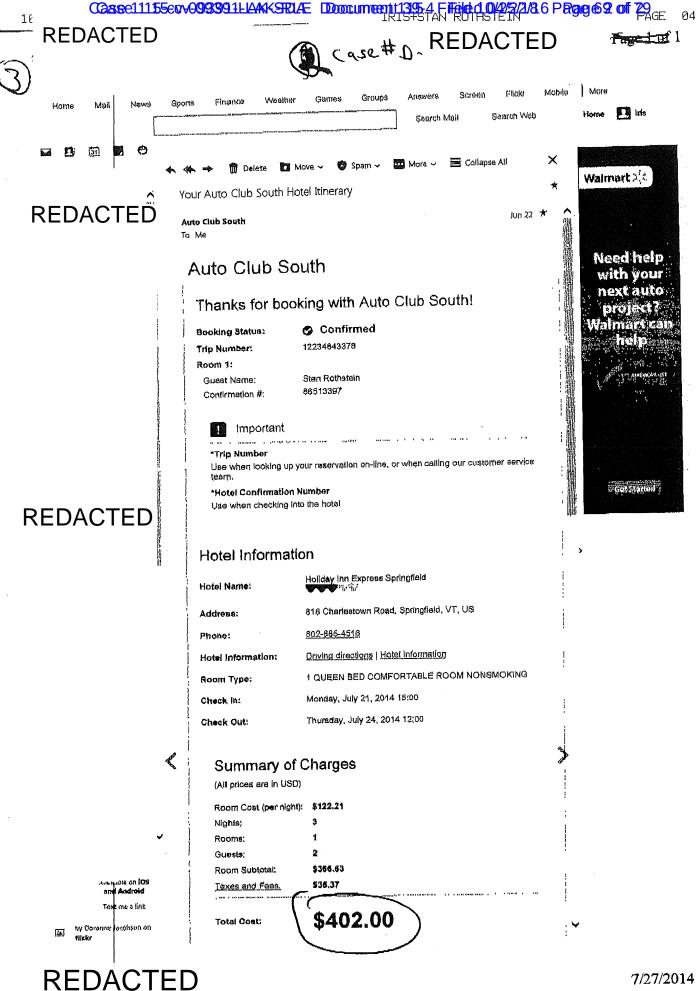


EXHIBIT E



348 West Main Road . Middletown, RI 02842 Phone (401) 848-2700 - Fax (401) 851-2040 Reservations

www.homewoodsuites.com or 1-800-CALL-HOME®

Name & Address

ROTHSTEIN, STANLEY

6/27/2014

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Suite Arrival Date Departure Date

326/NKJ 6/20/2014 1:56:00 PM 6/27/2014

Adult/Child Room Rate

2/0

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Confirmation Number: \$0314531

Page: 1

MPROLANDISH ANDYGR SERVICES PURCHASED ON THIS CARD SHALL, NOT HE RESCHOOLS HE RETURNED FOR A CASH MERUND.

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HILTON HHÖNORS

4 DATE AMOUNT REFERENCE DESCRIPTION 8/20/2014 9434h **GUEST ROOM** \$118.90 6/20/2014 9434h STATE TAX \$8.32 6/20/2014 9434 LODGING TAX \$7.13 6/21/2014 94567 GUEST ROOM \$118,90 6/21/2014 94567 STATE TAX \$8.32 6/21/2014 94567 LODGING TAX \$7.13 6/22/2014 94799 **GUEST ROOM** \$118.90 6/22/2014 94799 STATE TAX \$8,32 6/22/2014 94799 LODGING TAX \$7,13 6/23/2014 9502B **GUEST ROOM** \$118.90 6/23/2014 9502b STATE TAX \$8,32 6/23/2014 9502B LODGING TAX \$7.13 6/24/2014 9522 GUEST ROOM \$118.90 6/24/2014 95224 STATE TAX \$8.32 6/24/2014 9522 LODGING TAX \$7.13 **GUEST ROOM** \$118.90 6/25/2014 95418 6/25/2014 95418 STATE TAX \$8.32 6/25/2014 95418 LODGING TAX \$7,13 9565B 6/26/2014 **GUEST ROOM** \$118,90 6/26/2014 9565B STATE TAX \$8.32 6/26/2014 9565B LODGING TAX \$7.13 WILL BE SETTLED TO MC 2170 \$940.45 **EFFECTIVE BALANCE OF** \$0.00 ACCOUNT NO. DATE OF CHARGE FOLIO NO./CHECK NO. 47436 B CARD MEMBER NAME AUTHORIZATION INITIAL ESTABLISHMENT NO. & LOCATION KATADIARIMKNY ACIREKS TO TRANSMIT TO CARD HOLDING FOR PAYMENT PURCHASES & SERVICES TAXES TIPS & MISC.

TOTAL AMOUNT

PAYMENT DUE UPON RECEIPT

0.00

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HOME

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EXHIBIT F

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13:08 10/30/2014

IRIS+STAN ROTHSTEIN

HAMPTON INN - WHITE RIVER JCT., 104 BALLARDVALE DRIVE WHITE RIVER JUNCTION, VT 05001

TELEPHONE 802-296-2800

FAX 802-296-2884 D > REDACTED

ROTHSTEIN, STANLEY REDACTED

R

119/NKRQE 4;42:00PM 7/17/2014 7/21/2014

2/0 ** \$113.53

RATE PLAN

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Confirmation: 8011167

7/21/2014 PAGE

1508232 **GUEST ROOM** 7/17/2014 1508232 VERMONT OCC TAX 7/17/2014 1508456 **GUEST ROOM** 7/18/2014 7/18/2014 1508456 VERMONT OCC TAX 1508344 **GUEST ROOM** 7/19/2014 7/19/2014 1508844 **VERMONT OCC TAX** 7/20/2014 1508658 **GUEST ROOM** 7/20/2014 1508858 **VERMONT OCC TAX**

> WILL BE SETTLED TO MC *1714 EFFECTIVE BALANCE OF

\$9,58 \$106.39 \$9.58 \$113.53 \$10.22 \$479,44 \$0,00

\$113.53

\$10.22

\$106.39

ESTIMATED CURRENCY TOTAL

Hilton HHonors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 3,900 hotels and resorts in 91 countries, please visit HHonors.com.

Hampton hotels are all over the world. Find us in Cenada, Costa Rica, Ecuador, Germany, India, Mexico, Poland, Turkey, United Kingdom, end United States of America. Coming soon in Italy and Romania.

344384

EXHIBIT G

Date 7/30/2014

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The fedgral Equal Credit Opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital statup, age (provided the applicant has the canacity to enter into a binding contract); because all or part of the applicant's incometium was from any public assistance program; or because the applicant has in good faith assistance program; or because the applicant has in good faith exarcised any right under the toneway Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of consumer Financial Protection, 1700 g Street NW., Washington, OC 20006.

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PREFERRED MOTOR MS. OF ME, INC Holiday Inn Express -818 Charlestown Rd. Springfield Springfield, VT 05156

checkin: 7/21/19 103+88 Check out : 7/24/14 1.09 113.22

113-22

T otal 339-66

0.00

EXHIBIT H

Our Most Frequently Asked Questions - AAA Travel



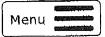














FAQ - Booking Online

Choose a product:

Hotel Reservations



- After I book my AAA.com hotel reservation, can I cancel without a paying penalty fee?
- > Are there special rates for children?
- > Can ladd nights or rooms to my existing hotel reservation?
- > Can I book a same day reservation?
- > Can bring my pet?
- > Can | get a handicapped-accessible room?
- Can | purchase a tax exempt reservation?
- > Can request a smoking or non-smoking room?
- > Can I request a specific bed type?
- > Can I use your website to reserve a hotel room for someone else?
- > Do I need to enter my AAA member number when I book my hotel online at AAA.com?
- > Do I need to show proof of my AAA membership (e.g. membership) card when I check into a hotel?
- Does my hotel rate include breakfast?
- > Hotel Amenity Questions
- > Hotel Charge/Rate Questions
- > Hotel Freebies
- Hotel Star Ratings

Contact us

Q Search

Review/Cancel Reservation

Frequently Asked Questions

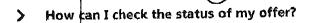
Privacy Policy

Terms & Conditions

Our Most Frequently Asked Questions - AAA Trave

Page 2 of 3

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- How do I know that I received the AAA rate on my AAA booking?
- > How many guests can I book per room?
- > How many rooms can I book?
- > How old do I have to be to book a hotel room through your website?
 - Is there a service fee when booking my reservation online at AAA.com?

No

- > What are diamond ratings and how are they determined?
- What do I need to bring to the hotel for check-in?
- > What does a AAA "FY!" designation mean?
- What if I made a mistake booking my reservation?
- What if my flight does not go as scheduled?
- What if my travel plans change?
- What is a AAA member benefit?
- What is a AAA Rate?
- What is a Featured Listing?
- What is a Special Rate?
- > What is AAA's Price Match Guarantee and how does it work?
 - What is the difference between a hotel that indicates
- a diamond rating versus one that indicates a star rating?
- > What is the difference between AAA red diamonds and AAA black diamonds?
- > What taxes and service fees will I pay?
- > Why do some AAA.com hotels not have a diamond rating?

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7/27/2014

CERTIFICATE OF SERVICE

I hereby certify that, on October 22, 2018, a true and correct copy of the foregoing Second Amended Class Action Complaint was filed electronically via the Court's ECF system. Notice of this filing will be sent to all parties who have appeared in this action via the Court's ECF system. Parties may access this filing through the Court's system.

s/ Noah Axler