

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

SCHULTZ TRANSFER SYSTEMS,
INC., individually and on behalf of all
others similarly situated,

Plaintiff,

v.

FLEETCOR TECHNOLOGIES
OPERATING COMPANY, LLC,

Defendant,

Case No.:

COMPLAINT – CLASS ACTION

DEMAND FOR JURY TRIAL

1. The Defendant in this case, FleetCor Technologies Operating Company, LLC (“FleetCor”) offers transportation companies a product known as the “Fuelman Fleet Card.”

2. When a transportation company joins the Fuelman program, that company receives charge cards for its employees’ use when purchasing fuel. FleetCor then bills the company for that fuel, ostensibly with savings for the trucking company customer. Indeed, the Fuelman program specifically promised “wholesale pricing” with savings of “up to 10¢ per gallon.” *See* Ex. A (2012 Fuelman Diesel Advantage promotional flyer) at 13. It further promised that there are “[n]o set-up, transaction, or annual fees.” *Id.* at 13. Similar promises and

omissions pervaded FleetCor's marketing during the relevant period. *See* Ex. B (FleetCor "Program Details" website as of February 13, 2017) ("No fees for set-up, transactions, or annual membership") (emphasis in original)¹; Ex. C (FleetCor "Program Details" website as of October 22, 2016) (same).²

3. This and similar statements were false. FleetCor uniformly and fraudulently failed to tell its customers that its cards would cost them more money than if they had never obtained Fuelman Fleet Cards.

4. Plaintiff Schultz Transfer Systems, Inc. ("Schultz") respectfully asks this Court to return the difference between FleetCor's prices and the prices that they would have paid had they never fallen victim to FleetCor's fraudulent scheme and issue an injunction barring FleetCor from continuing its fraudulent practices.³

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) because the amount in controversy exceeds \$5,000,000 and at least one member of the putative Class is a citizen of a State different from the State of the Defendant.

¹ <https://web.archive.org/web/20170213154035/http://www.fuelman.com:80/fuelman-discount-advantage-fleet-card-details.aspx>

² <https://web.archive.org/web/20161022125329/http://www.fuelman.com:80/fuelman-discount-advantage-fleet-card-details.aspx>

³ Plaintiff's allegations are based on personal knowledge of the matters relating to itself and on information as to all other matters.

6. This Court has personal jurisdiction over FleetCor because FleetCor maintains its corporate headquarters in Norcross, Georgia, and because the acts and conduct that constitute the violations of law herein, including fraudulently overcharging customers, occurred in Georgia.

7. Venue is proper under 28 U.S.C. § 1391(a) because FleetCor resides this District.

CHOICE OF LAW

8. This dispute is governed by Georgia law because FleetCor provided its customers a contract under which they were required to agree that any disputes over their account would “be governed by Georgia law.” Ex. E. In the alternative, this dispute is governed by Georgia law because Georgia is “the place of the wrong” for tort claims (i.e., the state from which FleetCor engineered and conducted its fraud) and the place in which “the principal event necessary to make a contract” occurred for contract claims (i.e., the state in which FleetCor drafted and executed the relevant contract).

PARTIES

9. Schultz Transfer Systems, Inc. is a small trucking company located in Franklin, Wisconsin.

10. Defendant FleetCor is a global provider of workforce payment products. FleetCor's products include fuel card payment product solutions, corporate payment products, toll products, lodging cards, and gift cards.

11. FleetCor is incorporated in Delaware and maintains its corporate headquarters at 5445 Triangle Parkway, Suite 400, Norcross, Georgia 30092. FleetCor is a wholly-owned subsidiary of FleetCor Technologies, Inc., which is also located in Norcross, Georgia.

PLAINTIFF SCHULTZ'S EXPERIENCE

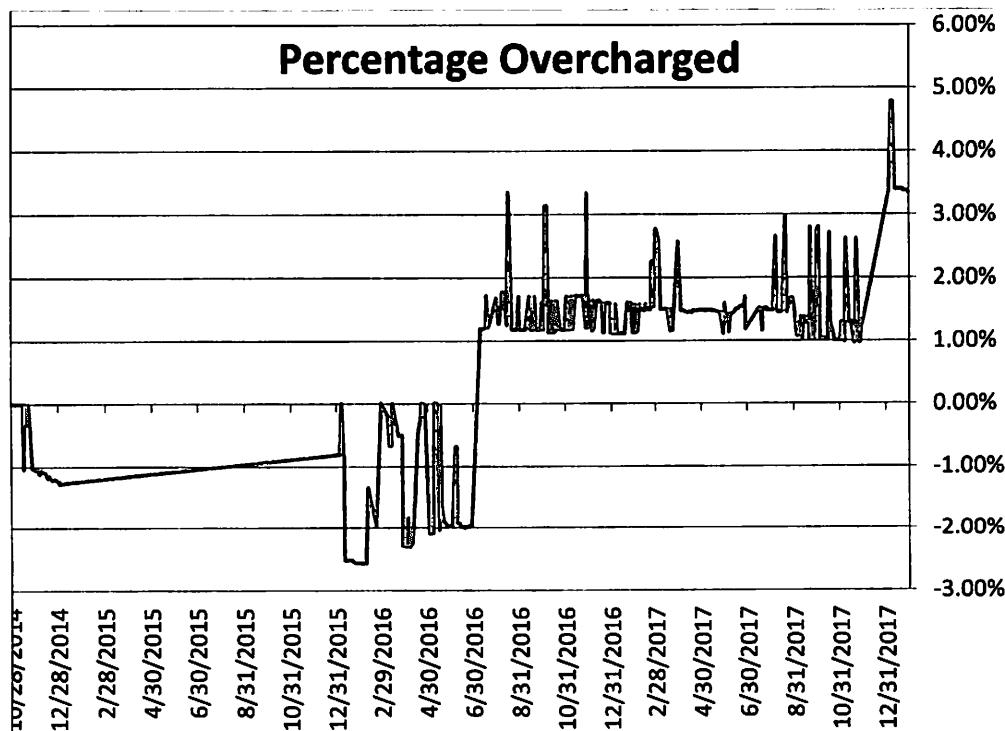
12. Schultz first considered joining the Fuelman program in 2014 after being solicited by Fuelman. When Schultz investigated the program, FleetCor reaffirmed that—as promised uniformly in its promotional materials—“[w]e do not charge you any fees. . . .” *See* Ex. D (Email of May 29, 2014).

13. On September 5, 2014, Schultz completed a form application to apply for a Fuelman Fleet Card. *See* Ex. E. The application provides that the applicant's “account will be governed by Georgia law. . . .” *Id.*

14. Initially, Fuelman did appear to save Schultz fuel costs compared to the price “at the pump.” *See* Ex. F (Schultz fuel records). Beginning in approximately July 2016, however, Fuelman regularly charged Schultz *more* than the amount charged at the pump, often by several dollars per fueling. And

beginning in approximately September 2017, Fuelman charged Schultz a higher rate than the price at the pump for *every* fuel purchase.

15. For example, Schultz has attached fuel records for its purchases made with one of its cards, designated as “Truck #1.”⁴ *See* Ex. F. These records (where Schultz has both the fuel receipt and the Fuelman statement) show that FleetCor charged *more* than the price at the pump for every charge after June 2016. *See id.* While there is not a consistent difference between FleetCor’s charges and the price at the pump, Schultz has paid a greater and greater premium on average over the course of its relationship with FleetCor.



⁴ Schultz is a small “mom and pop” company that operates approximately four trucks at any given time. FleetCor may have believed that it could perpetrate its scheme because smaller companies would not be able to track costs carefully.

16. When Schultz first noticed these charges (“upcharges”), it reached out to FleetCor, which responded by promising falsely that Schultz was saving “a flat 3 cents” off the price at the pump. *See* Ex. G (Email of December 8, 2016).

17. In February 2017, Schultz noticed an apparently new entry on its bill for “Other Charges” dating back at least several months. *See* Ex. H (invoice). These charges consisted of a \$4.60 “Optional Report Charge,” a \$119.46 “Minimum Program Administration Fee,” and a \$52.05 “Clean Advantage Fee.” Such charges surprised Schultz because FleetCor had represented uniformly that there were no fees. *See* Ex. A. (“No set-up, transaction, or annual fees”); *see also* Ex. D (“We do not charge you any fees.”).

18. Immediately following the February bill, Schultz contacted FleetCor to complain about the excessive bills. In March 2017, Fuelman agreed to “waive some of the minimum program administration fee and all of the clean advantage fees. . . .” *See* Ex. I (Email of March 14, 2017). Notwithstanding this modest refund, FleetCor continued to significantly overcharge Schultz for fuel purchases as compared to the amount at the pump.

19. FleetCor never disclosed to Shultz that the Fuelman program would cost more money than if Schultz had purchased fuel without the charge card and never entered the program. Had FleetCor disclosed those facts, Schultz never would have entered the program.

FLEETCOR'S POLICIES AND PRACTICES

20. There is no plausible reason that FleetCor (a billion dollar company) would have singled out one very small customer for the above conduct. Instead, it appears that FleetCor systematically overcharges its customers by adding unwarranted fees to bills and by inflating the amount charged for each gallon of fuel purchased through the Fuelman card as compared to the “price at the pump.”

21. On June 14, 2017, investors in FleetCor stock brought a class action alleging various violations of federal securities regulations in connection with FleetCor’s activities regarding Fuelman. *City of Sunrise General Employees Retirement Plan v. FleetCor Technologies, Inc.*, Case No. 1:17-cv-2207-LMM (N.D. Ga.). The *Sunrise* allegations regarding FleetCor’s business practices that are consistent with Schultz’s experience.

22. According to the *Sunrise* complaint, FleetCor trained its employees to sell the Fuelman Fleet Cards as “no fee products,” and emphasized this message in both print and online marketing materials. *City of Sunrise*, Dkt. No. 27, at ¶¶ 47-54. Additionally, employees were forbidden from disclosing to customers that the Fuelman program would cost them money rather than save it; indeed, they were trained to inform customers that Fleetcor’s services were “free money.” *Id.* at ¶ 48.

23. Indeed, in the flyer Schultz received, attached as Exhibit A, FleetCor advertised that the card is a cost-saving mechanism for a customer’s business,

additionally noting that there are no monthly fees associated with the card. This was reinforced by the individual communications Schultz had with Fleetcor sales personnel. *See* Ex. D.

24. In addition, the *Sunrise* complaint alleges that FleetCor relies on its customers' ignorance of the fees being charged to continue to add charges.

25. More specifically, on information and belief, FleetCor developed an algorithm that determined (using a color-based scheme) the amount of unwarranted fees that FleetCor could charge each customer depending on how vulnerable the customers were to this type of gouging without detecting it or complaining.⁵

26. The fees added to customers' bills include "Account Administration Fee," "Member Fee," "Minimum Usage Fee," "Transaction Fees," "High Risk Transaction Fees," "Min Program Admin Fee," "Credit Risk Assessment Fee," "High Risk Credit Fee," "Convenience Network Surcharge," and "Clean Advantage Program Fee." FleetCor's billing practices are designed to obscure these fees, as the bill provides only a single charge that does not itemize fees. As a result, customers are unaware of the fees that are billed to their account.

27. The *Sunrise* allegations are consistent with Plaintiff's experience—Plaintiff did not receive any itemized bills specifically identifying particular fees,

⁵ <https://citronresearch.com/wp-content/uploads/2017/04/FLT-final-f.pdf> (accessed November 5, 2018)

simply received bills charging amounts higher than the amounts that Schultz would have paid at the pump. And Fleetcor admitted that, at least as of 2017, it charged Schultz the “minimum program administration fee” and the “clean advantage fee” without prior disclosure. *See* Ex. H.

28. Finally, customers across the country have complained of issues with added charges in relation to FleetCor and its Fuelman card. In comparison to the industry norm, FleetCor has 12.5 times more billing-related complaints with the Consumer Financial Protection Bureau and 72 times more “Billing/Collection” complaints with the Better Business Bureau. *Sunrise*, Dkt. No. 27, at ¶ 56.

29. Plaintiff’s experience is thus consistent with the experience of the majority, if not all, of the customers that make use of the Fuelman program offered by FleetCor. From June 2016 to January 2018, Plaintiff’s records show that it was charged at least \$2,788.10 more than it would have paid if it had not used the Fuelman card at all and simply paid at the pump.

30. It appears that FleetCor, perhaps recognizing its liability, scrubbed its website of “no fee” promises, and added disclosure of certain fees, sometime between February 2017 and the present.

FRAUD ALLEGATIONS

31. Absent discovery, Plaintiff is unaware of, and unable through reasonable investigation to obtain, the true names and identities of the individuals

at FleetCor responsible for the false and misleading statements and omissions made to Plaintiff and Class Members regarding the nature of the charges assessed as part of the Fuelman program. FleetCor necessarily is in possession of all of this information.

32. Plaintiffs make the following specific fraud allegations with as much specificity as possible, absent access to the information necessarily available only to FleetCor:

- a. **Who:** Defendant FleetCor.
- b. **What:** (1) FleetCor represented in its promotional materials that it was offering no-fee products as part of its Fuelman programs, while surreptitiously imposing such fees and charges; (2) FleetCor represented in its promotional materials that customers using the FleetCor card would be receiving a discount as compared to the “price at the pump,” while in fact it charged more for s compared to the price at the pump; and (3) FleetCor never disclosed that the Fuelman program would cost its customers more money than if they had never entered the program.
- c. **When:** Starting no later than June 2016 and continuing to the present.

- d. **Where:** On FleetCor's Fuelman website and in materials distributed to Plaintiff, Class members, and the public.
- e. (1) FleetCor affirmatively misrepresented - in writing - that it was offering no-fee services, while then imposing fees and other improper charges on program members, and it omitted to inform its customers and prospective customers that it would charge such fees or charges, (2) FleetCor affirmatively misrepresented – in writing – that it would discount the price of fuel, while in fact “upcharging” the price of that same fuel paid by its customers; and (3) FleetCore never disclosed in its promotional materials or otherwise that the program would cost its customers money.
- f. **Why:** For the purpose of inducing Plaintiffs and Class members to participate in the Fuelman program, rather than choosing competitors' (substantially similar) products or no similar product at all. Had FleetCor disclosed the truth, Plaintiff and Class members would not have taken part in the Fuelman program.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action on behalf of itself and all others similarly situated under Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3). In particular, Schultz seeks to represent a class of:

All persons, including corporate entities, who were enrolled in the Fuelman program between June 2016 and the present.

Collectively, such persons will be referred to as “Class Members.” In the alternative, Plaintiff respectfully requests certification of appropriate subclasses under Federal Rule 23(c)(5).

Excluded from the above definitions are: FleetCor (including its officers, directors, and employees; and entity in which FleetCor has a controlling interest or which has a controlling interest in FleetCor); the judge assigned to this case and his or her immediate family; all expert witnesses in this case; and, all persons who make a timely election to be excluded from the class.

A. Plaintiff meets the prerequisites of Rule 23(a)

34. Numerosity. There are no fewer than tens of thousands of proposed Class Members given that FleetCor’s 2017 revenue from fuel was more than \$1 billion. The proposed class is thus so numerous that joinder of all members would be impracticable.

35. Commonality. The answers to questions common to the class will drive the resolution of this litigation. Specifically, resolution of this case will be

driven by questions relating to the FleetCor's common conduct, such as whether FleetCor did or did not upcharge its customers. The common questions of law and fact include:

- a. whether FleetCor charged customers more than the price at the pump for fuel;
- b. whether FleetCor assessed fees that were not disclosed in FleetCor's agreements and promotional materials;
- c. whether FleetCor disclosed to customers that the Fuelman program included various fees;
- d. whether FleetCor disclosed to customers that the Fuelman program would cost customers more money than if they had never entered the program;
- e. whether FleetCor breached its customer contracts by charging for fuel to users of the Fuelman card in the manner at issue in this case;
- f. whether FleetCor engaged in a widespread and systemic practice of "upcharging" users of the Fuelman card for fuel purchased;
- g. whether FleetCor violated applicable law by "upcharging" users of the Fuelman card for fuel purchased;

- h. whether FleetCor's misrepresentations and omissions regarding "upcharging" misled FleetCor's customers;
- i. whether FleetCor intended to deceive customers by charging excessive fees; and
- j. whether FleetCor should be enjoined from further sales of Fuelman products without altering its conduct.

36. Typicality. Plaintiff has the same interests as all members of the class it seeks to represent, and all of Plaintiff's claims arise out of the same set of facts and conduct as all other members of the classes. Plaintiff and all proposed Class Members enrolled in the Fuelman program, under which they were wrongfully overcharged. All of the claims of Plaintiff and proposed Class Members arise out of FleetCor's decision to charge customers more for fuel while claiming to save those customers money. Also common to Plaintiff and proposed Class Members' claims is FleetCor's conduct in designing, marketing, advertising, warranting, and selling its Fuelman products, and Plaintiff's and proposed Class Members' enrollment in the Fuelman program.

37. Adequacy. Plaintiff will fairly and adequately represent and protect the interest of the proposed Class Members: Plaintiff's interests align with those of the Class Members, and Plaintiff has no fundamental conflicts with the class.

Plaintiff has retained counsel competent and experienced in consumer protection and class action litigation, who will fairly and adequately represent the class.

B. Plaintiff Meets the Prerequisites of Rule 23(b)(2)

38. Defendant has acted and refused to act on grounds that apply generally to the class, so declaratory relief is appropriate with respect to the entire class. FleetCor made representations to the class as a whole and concealed facts from and made material misrepresentations to the class as a whole.

39. The injunctive relief is dispositive of the interests of other Class Members and avoids the risk of inconsistent adjudication. Schultz asks this Court to order FleetCor to uphold a uniform standard of conduct towards all customers moving forward. This is dispositive of the interests of all Class Members who remain FleetCor customers, not Schultz alone. And if this claim for injunctive relief is not adjudicated in a class action and FleetCor faces a different lawsuit from another customer, FleetCor would face varying, incompatible standards of conduct.

C. Plaintiff Meets the Prerequisites of Rule 23(b)(3)

40. Predominance and Superiority. The common questions of law and fact enumerated above predominate over the questions affecting only individual members of the class, and a class action is superior to other methods, for the fair and efficient adjudication of this controversy, as joinder of all members is

impracticable. Defendant has acted in a uniform manner with respect to the Plaintiffs and proposed Class Members.

41. Defendant is a sophisticated party with substantial resources, while proposed Class Members generally are not, and prosecution of this litigation is likely to be expensive. Because the economic damages suffered by any individual class member may be relatively modest compared to the expense and burden of individual litigation, it would be impracticable for proposed Class Members to seek redress individually for Defendant's wrongful conduct.

42. The ongoing nature of FleetCor's wrongful conduct described above counsel in favor of swiftly and efficiently managing this case as a class action, which preserves judicial resources and minimizes the possibility of serial or inconsistent adjudications.

43. Plaintiff and proposed Class Members have all suffered (and many will continue to suffer) harm and damages as a result of Defendant's unlawful and wrongful conduct. Absent a class action, Class Members will continue to suffer from FleetCor's overbilling. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

44. There will be no undue difficulty in the management of this litigation as a class action.

45. Alternatively, certification may be appropriate as to individual issues of liability as against Defendants as those issues will raise common questions applicable to all proposed Class Members and materially advance the litigation.

D. The Proposed Class Is Ascertainable

46. The class is defined by reference to objective criteria, and there is an administratively feasible mechanism to determine who fits within the class. The class consists of people who were enrolled in the Fuelman program during a defined time period and Class Membership likely can be determined from FleetCor's own records.

* * *

47. Plaintiff and other Class Members have suffered injury, harm, and damages as a result of FleetCor's unlawful and wrongful conduct: they have paid more for fuel than they should have paid because of their use of the Fuelman card. Absent a class action, FleetCor will be allowed to continue such conduct with impunity and benefit from its unlawful conduct.

CAUSES OF ACTION

COUNT I
BREACH OF CONTRACT

48. FleetCor has a contractual relationship with participants in the Fuelman program.

49. An essential term of FleetCor's contracts with Plaintiff and Class Members is that use of the Fuelman card would result in a discount in the price of fuel paid by customers as compared to the "price at the pump."

50. FleetCor breached its contract with charging more than the "price at the pump" for fuel, an "upcharge" as opposed to the savings promised under the contract.

51. In addition, the essential terms of FleetCor's contracts with Plaintiff and Class Members did not include specific fees that customers would be charged.

52. FleetCor breached its contracts with Plaintiff and Class Members by charging invented fees and other "upcharges," which FleetCor intentionally hid and disguised, both in its advertising and in its customer bills.

53. Plaintiff and Class Members have been and will be damaged by FleetCor's conduct, in that they have not and are not receiving the discounts promised by Fuelman, and in fact are actually paying above the amount charged "at the pump," as well as being assessed numerous fees contrary to the contractual terms. These damages flow directly from FleetCor's breach.

COUNT II
BREACH OF THE COVENANT OF
GOOD FAITH AND FAIR DEALING

54. In the event that FleetCor somehow did not breach its express contract with Plaintiff and the proposed Class Members, it breached its implied contract with those same proposed Class Members.

55. A covenant of good faith and fair dealing is implied in every contract, including FleetCor's contracts with Plaintiff and Class Members.

56. Where a contract vests one party with discretion, the duty of good faith and fair dealing applies, and the party exercising the discretion must do so in a manner that satisfies the objectively reasonable expectations of the other party. A party may not perform an agreement in a manner that would frustrate the basic purpose of the agreement or deprive the other party of its rights and benefits under the agreement.

57. It was objectionably reasonable under the circumstances for Plaintiff and Class Members to expect that they would pay no more than the fuel pump price, and that no monthly fees would be charged. Otherwise, it would make no sense to use the Fuelman card.

58. It was objectively reasonable under the circumstances for Plaintiff and Class Members to expect that FleetCor would not hide fees or charges in order to

deceive customers from noticing what they were charged, when they were charged, and how much they were charged.

59. FleetCor abused its power to impose the prices charged to Plaintiff and the Class Members. Moreover, FleetCor's conduct alleged herein is inconsistent with the reasonable expectations of Plaintiff and Class Members, and is inconsistent with what an objectively reasonable consumer would have expected under the circumstances.

60. FleetCor has acted in a manner that frustrates the basic purpose of its contracts with the Plaintiff and Class Members, and has deprived Plaintiff and Class Members of the benefits and rights to which they are entitled under their contracts with FleetCor.

61. As a result of FleetCor's action, Plaintiff and Class Members have been damaged in an amount to be determined at trial.

COUNT III
FRAUD

62. FleetCor misrepresented material facts to Plaintiffs and Class members, namely that its Fuelman program would not assess any fees or charges on top of the price of fuel, and that Fuelman members would pay less than the "price at the pump."

63. Instead, FleetCor assessed fees and other charges on participants in the Fuelman program, obscuring them through the use of deceptive billing practices.

64. FleetCor knew its representations with regard to fees charged to customers of the Fuelman program were false and/or it was reckless with respect to the same.

65. FleetCor intended for Plaintiffs and Class members to rely on its representations about the pricing structure of the Fuelman program and to defraud them to induce them to participate in its program.

66. Plaintiff and Class Members were unaware of the additional “upcharges” assessed by FleetCor to Fuelman program customers, as they were baked into the fuel costs.

67. FleetCor, moreover, engaged in a “bait and switch” with regard to fees—representing that fees would never be charged, yet sneaking them into bills with no explanation or warning, and then offering modest and empty rebates only when and if they got caught.

68. Plaintiff and Class Members justifiably relied on FleetCor’s misrepresentations of material facts, as evidenced by their participating in the Fuelman program. Had Plaintiffs and Class Members known that FleetCor would charge fees in an amount beyond the cost of fuel at the pump, they would have

have either participated a substantially similar fuel buying program of one of FleetCor's competitors, or they would simply have bought fuel directly at the pump.

69. As a direct and proximate result of FleetCor's misconduct, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

70. In addition to compensatory damages, Plaintiff and Class members are entitled to punitive damages because FleetCor's conduct was fraudulent, gross, oppressive, and/or reckless, in an amount to be proven at trial.

COUNT IV
FRAUDULENT CONCEALMENT

71. FleetCor knowingly failed to disclose to Plaintiff and Class Members material facts (and affirmatively concealed those facts), namely that the Fuelman program would include various fees, and would cost program members more money than if they had never joined the program.

72. FleetCor was under a duty to disclose all material facts, among other reasons, because it knew Plaintiff and Class Members would rely on the non-disclosure in deciding to enroll on the Fuelman program and use the Fuelman charge cards.

73. FleetCor's omissions were material to Plaintiff and Class Members because saving money is the primary, if not only, reason a person joins the Fuelman program.

74. Plaintiff and Class Members justifiably relied on FleetCor's omission of material facts, as evidenced by their participating in the Fuelman program. Had Plaintiffs and Class Members known that FleetCor would charge fees in an amount beyond the cost of fuel at the pump, they would have either participated a substantially similar fuel buying program of one of FleetCor's competitors, or they would simply have bought fuel directly at the pump.

75. As a direct and proximate result of FleetCor's misconduct, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

76. In addition to compensatory damages, Plaintiff and Class members are entitled to punitive damages because FleetCor's conduct was fraudulent, gross, oppressive, and/or reckless, in an amount to be proven at trial.

COUNT V
MONEY HAD AND RECEIVED

77. By virtue of its coordinated effort to charge customers more than the amount paid at the pump, via the imposition of excessive and unjustified fees and other similar means, FleetCor has received money from Plaintiff and Class Members in the form of the payment of those improper and excessive charges.

78. Because these funds were obtained improperly and without justification, it would be unjust and inequitable for FleetCor to retain them.

79. Plaintiff, moreover, requested FleetCor return the funds on several occasions, putting FleetCor, at a minimum, on notice of the improper nature of the charges in question. FleetCor did not refund those charges to Plaintiff.

80. As a result, Plaintiff and Class Members are entitled to restitution of, disgorgement of, and the imposition of a constructive trust upon, all amounts obtained by FleetCor as a result of its misconduct alleged herein.

COUNT VI
UNJUST ENRICHMENT

81. Plaintiff pleads this Count in the alternative to Counts 1 and 2.

82. FleetCor has received a substantial benefit, at the expense of Plaintiff and Class Members, as a result of its misconduct alleged herein. Such enrichment includes the substantial revenues that FleetCor has received from Plaintiff and Class Members for the inadequately disclosed and deceptive fees FleetCor charged them, over and above what FleetCor should have charged.

83. Plaintiff and Class Members' detriment, and FleetCor's enrichment, are traceable to, and resulted directly and proximately from, the misconduct challenged in this Complaint.

84. It would be inequitable for, and good conscience militates against permitting, FleetCor to retain the amounts that it received as a result of the misconduct alleged herein.

85. Plaintiff and Class Members are entitled to restitution of, disgorgement of, and/or the imposition of a constructive trust upon, all amounts obtained by FleetCor as a result of its misconduct alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the court grant Plaintiff and all Class Members the following relief against the Defendant:

- A. An order certifying the proposed Class and appointing Plaintiff and its counsel to represent the Class;
- B. An order that FleetCor is permanently enjoined from its misconduct as alleged;
- C. Judgment awarding Plaintiff and Class Members restitution, including, without limitation, restitutionary disgorgement of all profits and unjust enrichment that FleetCor obtained as a result of its misconduct as alleged;
- D. A judgment awarding Plaintiff and Class Members actual damages;
- E. A judgment awarding Plaintiff and Class Members punitive, exemplary and/or treble damages;
- F. Pre-judgment and post-judgment interest;
- G. An award of attorneys' fees and costs to counsel for Plaintiff and the Class Members as permitted by law; and
- H. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury of 12 on all matters so triable.

Dated: February 1, 2019

By: /s/ Jason Doss

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