

IN THE SUPERIOR COURT OF DOUGHERTY COUNTY
STATE OF GEORGIA

ALL-SOUTH SUBCONTRACTORS, INC.,
et al.,

Plaintiffs,

vs.

SUNBELT RENTALS, INC.,

Defendant.

Case No.: 14-CV-1376-1

CLASS ACTION

If you entered into a Rental Out Contract with Sunbelt Rentals and paid a Pay On Return Refueling Charge or a Transportation Surcharge, you could get a payment from a class action settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Plaintiffs in five separate lawsuits filed in five different states (the “Litigation”) have sued Sunbelt Rentals (as defined in the Settlement Agreement) (“Sunbelt”) alleging that Sunbelt charged excessive “Pay On Return Refueling Charges” and “Transportation Surcharges”. All these plaintiffs and lawsuits have been consolidated into this action for purposes of settlement.
- The Court has allowed the lawsuit to proceed as a class action on behalf of all customers who entered into Sunbelt’s Rental Out contract during the Class Period, and paid one of the fees. The Class Period includes contracts dated 12/29/2013 – 11/10/2015 for Sunbelt stores within the United States, except it will include contracts dated 12/16/2013 – 11/10/2015 for Sunbelt stores located in Arizona, California, and Nevada; 12/8/2011 – 11/10/2015 for Sunbelt stores located in Miami-Dade County, Florida; and 7/21/2011 – 11/10/2015 for Sunbelt stores located in Georgia. The geographic location is based on the Sunbelt store identified in the contracts, and the geographic location is not affected by the location of the Class Member nor by the location of the job site where the equipment was used.
- This settlement was reached after years of litigation, significant discovery, and multiple mediation sessions, including a mediation overseen by the Honorable Wayne Anderson (Ret.), former Judge of the U.S. District Court, Northern District of Illinois. The litigation included the review of hundreds of thousands of documents and the depositions of more than fifteen witnesses. Seven separate law firms have pursued cases in five different states for the plaintiffs.
- **Your legal rights are affected whether you act or don’t act. The deadlines to exercise these rights are explained in this notice. Read carefully:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM RECEIVED BY THE ADMINISTRATOR NO LATER THAN SEVENTY-FIVE (75) DAYS FOLLOWING THE FINAL APPROVAL ORDER	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a member of the Settlement Class and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims (defined below) that you have against Sunbelt.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION THAT IS RECEIVED NO LATER THAN OCTOBER 19, 2017	The only way to exclude yourself from the settlement (or “opt-out”) is to provide timely written notice. If you opt out, you will not receive the benefits of this settlement but this is the only option that allows you to ever be part of any other lawsuit against Sunbelt about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 19, 2017.	If you do not like the proposed Settlement, or any terms therein, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, or any terms therein, unless you are a member of the Settlement Class and do not exclude yourself from the Settlement Class.
DO NOTHING	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you will give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

BASIC INFORMATION

1. Why did I get this notice?

You may have entered into a Sunbelt Rental Out contract for equipment rental in which you paid a Pay On Return Refueling Charge and / or a Transportation Surcharge.

The case has been settled, and the Court has ordered that you be sent this Notice because you have a right to know your options before the Court decides whether to approve the settlement. If the Court approves it, an administrator appointed by the Court will make settlement payments to everyone who submits a valid claim.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court for Dougherty County, Georgia. The judge in this case is the Honorable Denise Marshall.

2. What is a class action?

In a class action, one or more plaintiffs, called “Class Representatives” (in this case, the Plaintiffs), sue on behalf of all people and companies that have similar claims. All these other people and companies are “Class Members.” One court resolves the issues for all Class Members, except those who voluntarily exclude themselves from the class.

3. What is this lawsuit about?

The lawsuit claims that Sunbelt charged and collected Pay On Return Refueling Charges and Transportation Surcharges which were in excess of Sunbelt’s costs for providing these services. According to Plaintiffs, by doing these things Sunbelt breached the contracts that some of its customers entered into and violated certain state statutory laws. Sunbelt denies that it did anything wrong, and the Court has not found that Sunbelt did anything wrong

The Amended and Restated Class Action Complaint has more information about the lawsuit and is available online at www.sbrfeesettlement.com.

4. Why is there a settlement?

The Court did not decide in favor of either side. Instead, both sides agreed to a compromise settlement to avoid the cost and risk of a trial and a possible appeal. Settlement also ensures that the people affected will get compensation. In return, the Defendant gets a general release of all claims against it relating to the claims in the lawsuit. The Class Representatives and Class Counsel believe the settlement is in the best interests of everyone affected.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Court has certified a class defined as:

All individuals and entities in the United States that (i) entered into a Rental Out Contract with Sunbelt during the Class Period that contained the following language:

RENTAL RATES. Customer is responsible for ... (ii) delivery and pickup costs to and from the Store; ... (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Sunbelt’s direct and indirect costs of refueling the Equipment))

and (ii) paid Defendant one or more of the Charges, including within the class the legal representatives, heirs, successors in interest, transferees and assigns, immediate and remote. Excluded from the Settlement Class are: (1) government entities, (2) customers who have entered into agreements with Sunbelt which

utilize a form of contract other than or in addition to the Rental Out which affects the price of fuel, (3) customers with Loaded Fuel Rates, (4) any individual or entity currently in bankruptcy, (5) any individual or entity whose obligations were discharged in bankruptcy, (6) any judicial officer who has presided over any of the pending Litigation; and (7) Defendant, any parent, subsidiary, affiliate, or controlled person by Defendant, as well as the officers, directors, agents, servants, and employees of Defendants, and the immediate family members of such persons.

If you received written notice, then the parties believe that you may be a member of the class based upon Sunbelt's records.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A MEMBER OF THE SETTLEMENT CLASS OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND YOU WISH TO BE POTENTIALLY ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN RECEIVED NO LATER THAN 75-DAYS FOLLOWING THE FINAL APPROVAL ORDER.

6. What if I only paid one of the fees?

You still are a class member even if you paid only a Pay On Return Refueling Charge or only a Transportation Surcharge pursuant to a Sunbelt Rental Out Contract dated during the Class Period.

7. What if I'm still not sure if I am included?

If you still are not sure whether you are included in the settlement as a Class Member, you can get additional information at www.sbrfeesettlement.com or free assistance by calling the settlement administrator appointed by the Court at 1-855-862-9823.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

10. What does the settlement provide?

Sunbelt has agreed to establish a settlement fund of \$10,000,000. This fund will be used to pay Class Members who submit timely and valid claims, after any Court approved amounts for attorney's fees, class representative incentive awards, administration costs, and reimbursed litigation expenses are paid from the settlement fund. This remaining amount is referred to as the "net settlement fund."

11. What can I get from the settlement?

At this time, it is not possible to make any determination as to how much any individual member of the Settlement Class may receive from the Settlement. If you are a Class Member who submits a timely and valid claim, you will get a settlement check or credit representing a portion of the fees you paid back.

The portion you get back will be determined as a percentage of the total amounts you paid. The total amounts you paid will be determined by Sunbelt’s business records. However, you have the option to submit your own records instead of relying upon Sunbelt’s business records.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any member of the Settlement Class.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

12. How can I get a payment?

To qualify for payment, you must mail a completed claim form received by the settlement administrator no later than seventy-five days following the Final Approval Order. The claim form is attached as Exhibit A and available at www.sbrfeesettlement.com. To receive a paper copy of the claim form or to receive instructions on submitting a paper claim form, please contact the settlement administrator at SBR Fee Settlement, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

13. What if I have multiple transactions?

Submit only one claim form, even if you had multiple transactions with Sunbelt.

14. When would I get my payment?

The Court will hold a hearing on November 2, 2017 at 1:00 p.m. to decide whether to approve the settlement. If Judge Marshall approves the settlement after that, and if anyone filed an objection, there could be appeals. If there are any appeals, this could delay payment of claims, possibly for more than a year. Updates will be provided online at www.sbrfeesettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I request to be excluded from the class?

To exclude yourself from the settlement (“opt-out”), you must send a letter by U.S. mail stating that you want to be excluded from “All-South Subcontractors, Inc., *et al.* v. Sunbelt Rentals, Inc., *et al.* (1:14-cv-1376-1)”. You also must include your name, address, email address, telephone number, and signature. You must mail your exclusion request, to be received no later than **October 19, 2017**, to *each* of the following:

SBR Fee Settlement
Settlement Administrator
1801 Market Street
Suite 660
Philadelphia, PA 19103

Lawrence D. Silverman
ATTN: Sunbelt Settlement
Akerman, LLC
98 Southeast Seventh Street,
Suite 1100
Miami, Florida, 33131

Oscar M. Price, IV
Price Armstrong, LLC
2421 2nd Ave S, Suite 1
Birmingham, Alabama 35203

You can't exclude yourself by phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Sunbelt regarding the claims in this lawsuit.

17. If I remain in the class, what claims are being released?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Sunbelt regarding the claims in this lawsuit (the "Released Claims"). It also means that all of the Court's orders will legally bind you.

Specifically, you will release any and all causes of action, claims for damages, equitable, legal and administrative relief, interests, penalties, fees, costs, demands, losses, liabilities or rights, whether based on federal, state, or local laws, statutes or ordinances, regulations, contracts, common law or any other source, known or unknown, whether or not concealed or hidden, accrued or not yet accrued, that you may have against Defendant regarding the all of the charges, which have been the subject of claims in any of the cases which comprise the Litigation, including but not limited to charges for transportation services, refueling services, and rental protection plan, including without limitation, claims for breach of contract, claims for injunctive or declaratory relief, and claims for violation of any state or federal statutes, rules, or regulations, including without limitation any common law or statutory claims for unlawful, unconscionable, unfair, deceptive, or fraudulent business practices arising out of, based upon, or related to the facts, transactions, events, occurrences, acts, practices, or omissions that were alleged or could have been alleged in the Litigation, including without limitation, those arising from the implementation, maintenance, calculation, assessment, modification, marketing, disclosure, allocation, and/or charging and collecting of the charges.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you'll get no money from the settlement and will release all claims against Sunbelt about the legal issues in this case, as discussed above.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the law firms of Price Armstrong, LLC, and Heninger Garrison Davis, LLC, both of Birmingham, Alabama, to represent you and other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense, but you are not required to do so.

20. How will the lawyers be paid?

Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Sunbelt on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33 and 1/3 % of the Settlement Fund (i.e., \$3,333,000). At the same time, Lead Plaintiffs' Counsel will apply to the Court

for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs' Counsel directly related to their representation of the Settlement Class., in an amount not to exceed \$200,000. Such sums as may be approved by the Court will be paid from the Settlement Fund. Members of the Settlement Class are not personally liable for any such fees or expenses.

OBJECTING TO THE SETTLEMENT

21. How do I object to the Court if I don't like the Settlement?

If you're a class member, you may object to any part of the settlement you don't like, and the Court will consider your views. You must submit any objection in writing and must provide evidence of your membership in the Class. The procedures for submitting written objections are set out below. **A written objection (and any support for it) must be filed with the Clerk of Court and received no later than October 19, 2017 (the "Objection Deadline") by all of the following.**

Evonne Mull, Clerk
Dougherty County Superior
Court
P.O. Box 1827
Albany, GA

Lawrence D. Silverman
ATTN: Sunbelt Settlement
Objection
Akerman, LLC
98 Southeast Seventh Street,
Suite 1100
Miami, Florida, 33131

Oscar M. Price, IV
Price Armstrong, LLC
2421 2nd Ave S, Suite 1
Birmingham, Alabama 35203

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be filed with the Court and received by the three addressees above no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and expenses that the attorney incurs on your behalf.

If you want to object, you must file your objection in writing to the Court. Your objection *must* include:

- (a) a caption or title that identifies it as "Objection to Class Settlement in All-South Subcontractors, Inc., et al. v. Sunbelt Rentals, Inc., et al. (1:14-cv-1376-1)";
- (b) your full name, title, current address and telephone number;
- (c) a copy of your contract(s) with Sunbelt and/or the date you entered into a contract with Sunbelt (or other information sufficient to identify your contract with Sunbelt);
- (d) a notice of intention to appear, either in person or through an attorney, with the name, address and telephone number of the attorney, if any, who will appear;
- (e) certification that you are a member of the Settlement Class;
- (f) a statement of each objection you assert;
- (g) a detailed description of the facts underlying each objection you assert;
- (h) a detailed description of the legal authorities, if any, supporting each objection you assert;
- (i) copies of exhibits and/or affidavits you may offer during the final approval hearing, if any;
- (j) a list of all witnesses you may call to testify at the final approval hearing, along with a summary of each witness's anticipated testimony, if any; and
- (k) the signature, full name, firm name, and business address of all attorneys who have a financial interest in your objection.

If you make a written objection to the Settlement as set out above, you may request to speak — either in person or through an attorney hired at your own expense — at the Final Fairness Hearing the Court has set to consider whether to give final approval to the Settlement Agreement. You are not required to attend the hearing. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the Final Fairness Hearing, you must file with the Court and serve on the Settlement Administrator identified above a notice of intent to appear, and your attorney (if you hire one) must file a notice of appearance with the Clerk of Court. Again, the notice of intent to appear must be filed with the Court, and received by the parties above, no later than the Objection Deadline.

If you do not file an objection as described above, you will be deemed to have waived any and all objections to the Settlement, to have consented to the Court’s certification of and jurisdiction over the Settlement Class, and to have released the Claims as defined in the Settlement Agreement (which is available online at www.sbrfeesettlement.com).

THE COURT’S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 1:00 p.m. on November 2, 2017 in Courtroom 205, at the Dougherty County Courthouse, 222 Pine Avenue, Albany, GA 31701. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. **You are not required to attend the hearing, but may do so if you wish.** If there are objections that have been submitted in writing in advance of the hearing, Judge Marshall will consider them. Judge Marshall will listen to people who have made a prior written request to speak at the hearing. Judge Marshall will also decide whether to pay Class Counsel the amount they are requesting for attorneys’ fees and reimbursement of litigation expenses, as well as class representative awards. After the hearing, the Court will decide whether to approve the settlement.

HOW DO I GET MORE INFORMATION

23. Are there more details about the settlement?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement. The Settlement Agreement and some other documents filed in this lawsuit can be found online at www.sbrfeesettlement.com.

24. How do I get more information?

You can call or write to the Settlement Administrator at 1-855-862-9823 and SBR Fee Settlement, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103. You can also visit the website at www.sbrfeesettlement.com, where you will find answers to some common questions.

Please **do not** contact the Court or Clerk of Court with any questions regarding this case.