

EXHIBIT 5

**UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

**IN RE PAYMENT CARD INTERCHANGE
FEE AND MERCHANT DISCOUNT
ANTITRUST LITIGATION**

No. 05-MD-1720 (JG) (JO)

This Document Applies to: All Cases.

**DECLARATION OF NICOLE F. J. HAMANN ON
CLASS ADMINISTRATOR'S IMPLEMENTATION OF SETTLEMENT NOTICE PLAN**

I, NICOLE F.J. HAMANN, declare as follows:

1. I am the Senior Vice President of Client Services for Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the Class Administrator in the above-captioned case. Epiq is a firm with more than 40 years of experience in data processing. Epiq has been retained to administer hundreds of class action settlements including some of the largest and most complex settlements in U.S. history. I personally have over 15 years of class action administration experience. I am authorized to make the following declaration on behalf of Epiq. I hereby declare, based upon my personal knowledge, information provided to me by associates and staff under common supervision, and upon a review of the business records maintained by Epiq, as follows:

2. As Senior Vice President of Client Services, I am responsible for the administration of numerous legal settlements. I direct a multitude of services, such as system design, data processing, document mailing, phone services, document control, website design, claim processing, distribution, tax preparation and reporting.

3. On November 27, 2012, the Court appointed Epiq as the Class Administrator and approved the Notice Plan submitted by Epiq's sister company, Hilsoft Notifications [Docket

Entry 1745]. With respect to the Notice Plan, my staff is specifically responsible for provision of individual notice and related fulfillment activities.

4. After the Court's preliminary approval of the Settlement, we began implementing the Notice Plan. This declaration details the data received from Visa, MasterCard, settling banks, and third-party acquirers and what Epiq did with this data to create the database that was used to send notice to the class in MDL 1720. It also outlines the direct mail portion of the Notice Program and the related support services provided by Epiq such as return mail processing, phone system support, the public website, the claim preregistration system and processing of exclusion requests.

DATA PROCESSING

5. Pursuant to Section 81 of the Definitive Class Settlement Agreement, Epiq and Co-Lead Counsel worked with Visa, MasterCard, settling bank defendants, and third-party acquirers to obtain class member data for the individual notice effort. Epiq processed all data files received and created a Notice Database that was used to mail notice to the class in MDL 1720.

6. Section 81 (d) of the Definitive Class Settlement Agreement provides that "Class Plaintiffs shall subpoena, to obtain the names and locations of any members of the Rule 23(b)(3) Settlement Class or the Rule 23(b)(2) Settlement Class, as many non-Bank Defendant acquirers as would be necessary to attempt to obtain merchant name and location information attributable to more than 90% of merchant transaction volume and 90% of merchant outlets as reported in Nilson Report 990 (March 2012)."

7. In July 2012, either a document request and protective order or a subpoena was sent to 25 entities. A document request and protective order was sent to the following six settling defendants: Bank of America Merchant Services, Chase Paymentech Solutions, Citi

Merchant Services, SunTrust Merchant Services, Vantiv (Fifth Third Bancorp), and Wells Fargo Merchant Services. Subpoenas were sent to the following 19 acquirers: BB&T Corporation, Bancorp Bank, Elavon, Inc., EVO Merchant Services, LLC, Fidelity National Information Services, Inc., First Data Resources, Inc. (“First Data”), Global Payments Direct, Inc., Heartland Payment Systems, Inc., Intuit, Inc., iPayment, Inc., Merchant E-Solutions, Mercury Payment Systems, LLC, Merrick Bank Corporation, Moneris Solutions, Inc., PNC Financial Services Group, Inc., Santander Holdings USA, Inc., Transfirst, LLC, TSYS Merchant Solutions, LLC, and Worldpay US, Inc.

8. Each document request and subpoena requested name, address and related information for each merchant for whom the entity had acquired or processed Visa or MasterCard transactions at any time between January 1, 2004 through August 1, 2012.

9. Throughout the data gathering process, Epiq worked with counsel to ensure that the various security protocols of the parties that supplied the data were followed. I participated in numerous phone calls about data selection, production, transmission, validation and retention.

10. **Merchant data provided by Visa and MasterCard.** Visa provided Epiq extracts from two databases containing merchants who accepted Visa during the class period: the Visa Merchant Profile Database (“VMPD”) and the Common Merchant Systems (“CMS”) database. These databases were provided to Epiq on August 29, 2012. After initial analysis of the data, Epiq detected anomalies and requested that Visa replace the data. Subsequent files were provided by Visa on October 3, 2012. On December 18, 2012, Visa also produced updated VMPD and CMS files. MasterCard provided two Aggregate Merchants List files that were imported on November 1, 2012 and December 21, 2012.

11. **Settling bank defendant data.** Among the settling bank defendants, Wells Fargo Bank, N.A. and Vantiv (Fifth Third Bancorp) produced data directly for Epiq. Files produced by First Data also included records of the following settling bank defendants: Bank of America, Chase, Citi, PNC, SunTrust and Wells Fargo.

12. **Third-party acquirer data.** The following third-party acquirers provided data for the Notice Database: BB&T Corporation, Bancorp Bank, Elavon, Inc., Fidelity National Information Services, Inc., First Data, Global Payments Direct, Inc., Heartland Payment Systems, Inc., Intuit, Inc., Merchant E-Solutions, Merrick Bank Corporation, Moneris Solutions, Inc., Transfirst, LLC, TSYS Merchant Solutions, LLC, and Worldpay US, Inc.

13. **Summary of raw merchant data received.** Epiq received one or multiple files from each entity. In some cases, smaller files from the same entity were combined for initial processing. The last data file was received from First Data on February 6, 2013. The following table shows each import file, the entity that provided the data and the number of discrete records provided to Epiq. Altogether, Epiq received 115,045,756 rows of data containing merchant name, address and related information as shown in the table below. Transactional data was also received from MasterCard and Visa that is not reflected in this table because transactional data was not used to assemble the database of known class members and was processed separately.

Import Date	Source	Records
10/26/12	Visa VMPD	38,778,882
10/26/12	Merrick Bank	363,335
10/29/12	Bancorp Bank	41,209
10/29/12	Vantiv (Fifth Third)	539,423
10/29/12	Visa CMS	698,652
10/29/12	Merchant E Solutions	140,435
10/30/12	Intuit	608,605

DECLARATION OF NICOLE F. J. HAMANN ON CLASS ADMINISTRATOR'S
IMPLEMENTATION OF SETTLEMENT NOTICE PLAN

10/30/12	Wells Fargo	590,311
10/31/12	WorldPay	363,728
10/31/12	Transfirst	370,879
10/31/12	BB&T	105,141
11/01/12	MasterCard	1,905,593
11/01/12	Elavon	1,657,925
11/07/12	Fidelity	83,573
11/08/12	TSYS Merchant Solutions	30,079,143
11/09/12	Moneris	77,760
11/16/12	Heartland	486,779
11/30/12	Global Payments	896,907
12/14/12	Intuit	624,672
12/18/12	First Data	14,064,345
12/21/12	Visa VMPD	5,444,082
12/21/12	Visa CMS	141,259
12/21/12	MasterCard	868,043
02/04/13	Moneris	577,640
03/05/13	First Data	1,833,332
03/05/13	First Data	13,704,103

Total 115,045,756

14. For each source data set, Epiq undertook the following activities:
- a. **File analysis.** For each file, the account open date, account close date, Bank Identification Number (“BIN”), and Tax Identification Number (“TIN”) fields were analyzed for data integrity and internal completeness. Based on this analysis, First Data, Intuit, Moneris, TransFirst and WorldPay were subsequently contacted by counsel to provide supplemental files.
 - b. **Address standardization and cleaning.** Because a merchant may have changed acquirers several times in the nine-year class period, Epiq often received multiple records from different entities related to the same merchant. The merchant data provided by Visa and MasterCard also overlapped with acquirer records provided

to Epiq. With respect to mailing addresses, extensive data analysis efforts were undertaken to maximize the accuracy of the deduplication efforts described below and to enhance the deliverability of the mailing effort. Each mailing address was first processed through a standardization tool acquired from Melissa Data Corp. which incorporates a database of all standardized United States Postal Service (“USPS”) addresses. Melissa Data results were analyzed and it was determined for each record whether to use the original or standardized address. When the original address was retained, additional steps were taken to remove extraneous data elements from the address fields (e.g. TIN, SSN and contact names) and enhance deliverability. Data analytics also sought to enhance city, state, zip code and country data integrity.

- c. **Deduplication.** Epiq worked with Co-Lead Counsel to develop an approach for the deduplication of records that shared key characteristics, indicating that they referred to the same merchant. In this way, separate records could be “rolled-up” into one record for the notice mailing. The method selected was to combine records that shared a TIN and mailing address such that for each unique TIN and mailing address combination, only one Long-Form Notice was sent.

Other possible approaches, such as deduplication based on mailing address or TIN alone would have unduly reduced the Notice Database. For instance, had Epiq combined on address alone, only a single merchant in many shopping malls would have been mailed a Long-Form Notice. Similarly, there were situations in which hundreds of TIN’s matched to a single mailing address. These addresses are potentially billing or accounting offices which are performing processing

services on behalf of their merchant clients. It was therefore reasonable to mail a Long-Form Notice to each individual merchant at these addresses. With respect to a single TIN with multiple mailing addresses, it was impractical to determine a single preferred mailing address for each TIN (such as the current corporate headquarters) for the millions of discrete merchants included in the settlement.

Finally, Epiq manually reviewed groupings of records that resulted in more than 1,000 mailings to one address. In certain instances, it was reasonable to consolidate these records down to one or a few mailings.

15. **Excluded entities.** Epiq also undertook careful and conservative efforts to identify entities not included in the settlement classes. In addition to the named Defendants, financial institutions that have issued Visa or MasterCard Branded Cards during the class period are not included in the settlement nor is the United States government. Epiq first undertook a name search for key terms such as “Wells Fargo,” “Chase,” and “United States.” Once records with key terms in the name field were identified and manually validated, a search was conducted for records that shared a valid TIN with any of the identified records. From this list, Epiq worked with Co-Lead Counsel to manually review the thousands of resulting records. Only those records that were validated through each step in this process were removed from the final mailing files.

16. **Final Notice Database record count.** After all of the efforts described above, the resulting Notice Database contained 20,844,892 mailing records based on the data files provided by Visa, MasterCard, the settling bank defendants and third-party acquirers. The Notice Database includes 10,159,268 unique TIN’s; for a further 911,227 records, a TIN was not provided to Epiq.

NOTICE MAILING

17. Prior to mailing, postal addresses were checked against the USPS National Change of Address (NCOA) database. When the record in question had an updated address, the updated address was used instead.

18. **Initial notice mailing.** A total of 19,874,922 initial Long-Form Notices were mailed between January 29, 2013 and February 22, 2013. The mailing started with approximately 500,000 pieces per day and increased up to a peak of 2 million pieces mailed in a single day. A copy of the Long-Form Notice as printed and mailed is included as **Attachment A**.

19. **Supplemental notice mailing.** On February 6, 2013, Epiq received 13,704,103 additional records from First Data. Epiq promptly began processing and deduplicating these additional records against all other merchant data previously received. As a result, a supplemental mailing of 969,970 Long-Form Notices was completed on March 29, 2013.

20. **USPS address forwarding.** The return address on the Long-Form Notice is a post office box maintained by Epiq. Epiq has remailed 23,171 Long-Form Notices for addresses that were corrected through the USPS.

21. **Undeliverable processing.** As of March 31, 2013,¹ Epiq has been notified by the USPS that 4,635,054 Long-Form Notices were undeliverable.

- a. **Data analysis.** Because Epiq received data from many different sources, it was known at the time of mailing that the Notice Database would very likely include addresses that are no longer valid. In situations in which there are multiple mailing records related to a single TIN at different addresses, Epiq analysts

¹ ECA figures in this report were finalized as of March 31, 2013 in preparation for submission on April 11, 2013.

identify TIN's in which all Long-Form Notices have been returned as undeliverable.

- b. **Address research.** For TIN's in which a Long-Form Notice has not been delivered to any address, research is conducted through the LexisNexis B-Find database with the Long-Form Notices remailed to any better addresses obtained. Epiq has remailed 218,379 Long-Form Notices to such better addresses.
- c. **Unique undeliverables.** As of March 31, 2013, there are only 1,103,597 unique TIN's in which all mailings have been returned as undeliverable. Among records without a TIN, only 220,225 are currently undeliverable.

22. **Document requests.** Individual requests to receive the Long-Form Notice and/or Settlement Agreement by mail have been processed by Epiq on a rolling basis. As of March 31, 2013, Epiq has fulfilled 6,752 Long-Form Notice and 7,403 Settlement Agreement requests.

TELEPHONE AND E-MAIL SUPPORT

23. Epiq worked with Co-Lead Counsel to develop a script for the automated Interactive Voice Response ("IVR") telephone system. By December 18, 2012, the IVR toll-free number was fully operational. By calling this number potential Class Members can listen to the answer to frequently asked questions as well as request the Long-Form Notice and Settlement Agreement. As of January 23, 2013, the IVR system was also available in Spanish.

24. Epiq worked with Co-Lead Counsel to develop a script for live operators to respond to commonly asked questions. By January 28, 2013, the toll-free number was fully operational with English and Spanish-speaking operators available to assist Class Members. For callers who speak other languages, Epiq utilizes instantaneous interpreters provided by Language Services Associates, Inc.

25. In addition to working with Epiq to draft the live operator scripting, Co-Lead Counsel Alexandra Bernay and Ryan Marth came to Epiq's facilities and assisted in the training of the live operators. Further, a procedure has been put into place that allows telephone operators to escalate complex calls to Co-Lead Counsel. Each day, Epiq sends Co-Lead Counsel a list of Class Members who have either requested to speak to Class Counsel, or who have questions that require an answer from a lawyer.

26. As of March 31, 2013, the IVR system has received 93,478 calls representing 426,156.63 minutes of use. Among these calls, 50,218 have been transferred to operators totaling 323,676 minutes.

27. Beginning in February, 2013, Epiq operators were directed to categorize the primary reason for each call. As shown in the following table, more than half of calls received through March 31, 2013 relate to questions about how to obtain settlement benefits including preregistration and submitting a claim form.

Call Dispositioning as of March 31, 2013

Category	Calls	Percent
Claim Form/Claim Process	21,766	48.17%
Preregistration	3,685	8.16%
Settlement Benefits	2,958	6.55%
Rules/Surcharges	80	0.18%
Objecting	19	0.04%
Opting Out	114	0.25%
Multiple/Other/Uncategorized	16,562	36.65%
Total	45,184	100.0%

28. Epiq also maintains an e-mail inbox at info@PaymentCardSettlement.com. As of March 31, 2013, Epiq has received 6,023 e-mails and sent 5,290 e-mails in response.

INFORMATIONAL WEBSITE

29. A neutral, informational notice website (www.PaymentCardSettlement.com) (the “Settlement Website”) was created to serve as the notice page for the Settlement where Class Members can obtain additional information and documents including the Long-Form and Summary Notice, and the Settlement Agreement. The Settlement Website became available on December 7, 2012. Representative screenshots of the Settlement Website are included as **Attachment B**.

30. Epiq worked with Co-Lead Counsel to develop the content of the Settlement Website. Important dates and links to key documents are displayed prominently on the sidebar of each page of the Settlement Website. Visitors to the Settlement Website are able to see an overview of important information on the Home page, review Frequently Asked Questions, request the Long-Form Notice and/or Settlement Agreement, and view over sixty documents pertinent to the case (which are searchable by date, key word and docket number).

31. The Settlement Website was translated into Spanish, Korean, Russian, Thai, Japanese, Chinese and Vietnamese, with links to each language prominently listed at the top of each page. The Long-Form Notice and Summary Notice are also posted in each respective language. The translated versions of the Settlement Website became available on February 22, 2013. Examples of translated versions of the Home page are included as **Attachment C**.

32. As of March 31, 2013, there have been 237,864 unique visitors to the Settlement website and over 3.743 million website pages presented.

CLAIM PREREGISTRATION

33. The Settlement Website allows Class Members to preregister and provide information to help the Class Administrator in the preparation of the Class Member's Claim Form.

34. The preregistration system allows merchants with multiple locations to advise the Class Administrator which locations should be linked together. For each location, the merchant is able to provide their payment processor(s), account number(s) and respective account dates. An automated Excel utility allows merchants to upload their location and payment processor data via an Excel workbook. Finally, Class Members can update their mailing information or have their Claim Form, and future communications, sent by e-mail instead of or in addition to postal mail. If their information changes, the merchant may securely return to the preregistration system at any time and update their submission.

35. The preregistration system has been developed with sufficient functionality to support merchant class members with thousands of locations and related payment processor accounts. At the same time, it has a simple design allowing merchants with only a few locations to quickly and easily complete the preregistration process.

36. In collaboration with Co-Lead Counsel, Epiq has developed functionality for Class Members with specific needs and/or concerns. For third-party representatives who are acting on behalf of merchant Class Members (e.g. accountants, attorneys and third-party claim filers), third-party submitters provide their contact information and organization type along with information about their merchant clients. An automated utility allows third-party submitters to upload proof of representation as part of the preregistration process. For businesses with ownership changes and/or legal proceedings during the class period that may affect claim

submission (e.g. merger, asset sale, dissolution or bankruptcy), specific functionality has been provided. Once preregistration is completed, the submitter may automatically generate a Merchant Report within the software application which documents the entire submission in pdf format.

37. As of March 31, 2013, there have been 71,529 preregistration accounts created and 43,260 completed preregistration submissions. Sample pages from the preregistration system are included as **Attachment D**.

OPT OUTS

38. As described in the settlement Long-Form Notice, Opt Outs are to be submitted by mail to Epiq as the Class Administrator. As of March 31, 2013, Epiq has received 517 Opt Outs. After the May 28, 2013 postmark deadline to request exclusion from the Rule 23(b)(3) Settlement Class, Epiq will provide a further report.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



Nicole F.J. Hamann

Dated: 4/5/13

Attachment A

Payment Card Interchange Fee Settlement
PO Box 2530
Portland OR 97208-2530

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
TWIN CITIES, MN
PERMIT NO. 3648

Legal Notice about a class action settlement.



1334-13738681-1

Entity Name
Street Address 1
Street Address 2
City, ST Zip Code

A \$6+ billion settlement will provide payments and other benefits to merchants that accepted Visa and MasterCard since 2004.

Si desea leer este aviso en español, llámenos o visite nuestro sitio web

若要阅读本通知的中文版，请致电或访问本公司的网站

このお知らせを日本語でお読みになりたい方は、当社までお電話をいただくか、
または当社ウェブサイトをご覧ください

한국어로 보시려면 전화를 주시거나 저희 웹사이트를 방문해 주십시오

Để đọc thông báo này bằng tiếng Việt, xin gọi hoặc viếng trang mạng của chúng tôi

ในการอ่านประกาศนี้ในภาษาไทยให้โทรหรือเยี่ยมชมเว็บไซต์ของเรา

Для того, чтобы прочитать это сообщение на русском языке, позвоните нам или посетите наш веб-сайт

www.PaymentCardSettlement.com • 1-800-625-6440

NOTICE OF CLASS ACTION SETTLEMENT

AUTHORIZED BY THE U.S. DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

A \$6+ billion settlement will provide payments and other benefits to merchants that accepted Visa and MasterCard since 2004.

A federal court directed this Notice. This is not a solicitation from a lawyer.

- The Court has preliminarily approved a proposed \$6+ billion settlement in a class action lawsuit, called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (JG)(JO). The lawsuit is about claims that merchants paid excessive fees to accept Visa and MasterCard cards because Visa and MasterCard, individually, and together with their respective member banks, violated the antitrust laws.
- The monetary portion of the settlement consists of two funds. The first is a cash fund in the amount of \$6.05 billion that will pay valid claims of any person, business or other entity that accepted Visa or MasterCard branded credit or debit cards in the U.S. between January 1, 2004 and November 28, 2012. The second fund is estimated to be up to approximately \$1.2 billion in total and is equivalent to a portion of the interchange fees attributable to merchants that do not exclude themselves from the Rule 23(b)(3) Settlement Class (“Cash Settlement Class”) and that accepted Visa and MasterCard credit cards during an eight-month period to begin by July 29, 2013. This fund will pay valid claims of members of the Cash Settlement Class that accepted Visa or MasterCard credit cards during the eight-month period.
- The settlement will also require Visa and MasterCard to change some rules for merchants who accept their cards, including to allow merchants to do the following:
 - Charge customers an extra fee if they pay with Visa or MasterCard credit cards,
 - Offer discounts to customers who pay with payment forms less expensive than Visa or MasterCard credit or debit cards,
 - Accept Visa or MasterCard cards at fewer than all of the merchant’s trade names or banners, and
 - Form “buying groups” that meet certain criteria to negotiate with Visa and MasterCard.

The rule changes are explained in greater detail below and in the Class Settlement Agreement.

- The settlement creates two classes: Cash Settlement Class (Rule 23(b)(3) Settlement Class) and Rule Changes Settlement Class (Rule 23(b)(2) Settlement Class).
- This Notice has important information for merchants that accept Visa or MasterCard now or that accepted Visa and MasterCard at any time since January 1, 2004. It explains the settlement in a class action lawsuit. It also explains your rights and options in this case.
- For the full terms of the settlement, you should look at the Definitive Class Settlement Agreement and its Appendices (the “Class Settlement Agreement”), available at www.PaymentCardSettlement.com or by calling 1-800-625-6440. In the event of any conflict between the terms of this Notice and the Class Settlement Agreement, the terms of the Class Settlement Agreement shall control.
- Please check www.PaymentCardSettlement.com for any updates relating to the settlement or the settlement approval process.

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

LEGAL RIGHTS AND OPTIONS	
MERCHANTS IN THIS CASH SETTLEMENT CLASS (RULE 23(B)(3) SETTLEMENT CLASS) MAY:	
FILE A CLAIM	This is the only way to get money from the settlement.
EXCLUDE YOURSELF	This is the only way you can be part of another lawsuit that asks for money for claims in this case. You will <i>not</i> get payment from this settlement.
OBJECT	If you do not agree with any part of this settlement, you do not agree with the requested award of attorneys' fees, or both you may: <ul style="list-style-type: none"> • Write to the court to say why, or • Ask to speak at the Court hearing about either the fairness of this settlement or about the requested attorneys' fees or both.
DO NOTHING	You will not get money. You give up your rights to sue about the claims in this case.
DEADLINES	See pages 9-17 for more information about rights and options and all deadlines.

Merchants in the Rule Changes Settlement Class (Rule 23(b)(2) Settlement Class):

- You automatically benefit from the Visa and MasterCard rule changes described below. You do not have to file any forms.
- You cannot exclude yourself from the Rules Changes Settlement Class.
- You may object to any part of the settlement.

The Court has given its preliminary approval to this settlement. The Court has not yet given its final approval.

Read this Notice to learn more about the case.

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 4

- 1. Why did I get this Notice?
- 2. What is this lawsuit about?
- 3. What is an interchange fee?
- 4. Why is this a class action?
- 5. Why is there a settlement?
- 6. Am I part of this settlement?

SETTLEMENT BENEFITS..... PAGE 6

- 7. How much money will be provided for in this settlement?
- 8. How do I ask for money from this settlement?
- 9. What do the members of the Rule Changes Settlement Class get?

HOW TO FILE A CLAIM FORM..... PAGE 9

- 10. How do I file a claim?
- 11. Am I giving up anything by filing a claim or not filing a claim?
- 12. How do I opt-out of the Cash Settlement Class of this settlement?
- 13. If I exclude myself from the Cash Settlement Class, can I still get money from this settlement?
- 14. If I do not exclude myself from the Cash Settlement Class, can I sue these Defendants for damages for past conduct later?

HOW TO DISAGREE WITH THE SETTLEMENTPAGE 12

- 15. What if I disagree with the settlement?
- 16. Is objecting the same as being excluded?

THE LAWYERS REPRESENTING YOU.....PAGE 14

- 17. Who are the lawyers that represent the Classes?
- 18. How much will the lawyers and Class Plaintiffs be paid?
- 19. How do I disagree with the requested attorneys' fees, expenses or awards to Class Plaintiffs?

THE COURT'S FAIRNESS HEARING.....PAGE 16

- 20. When and where will the Court decide whether to approve the settlement?
- 21. Do I have to come to the hearing to get my money?
- 22. What if I want to speak at the hearing?

IF YOU DO NOTHINGPAGE 17

- 23. What happens if I do nothing?

GETTING MORE INFORMATIONPAGE 17

- 24. How do I get more information?

THE FULL TEXT OF THE RELEASESPAGE 18

- 25. What is the full text of the Release for the Cash Settlement Class?
- 26. What is the full text of the Release for the Rule Changes Settlement Class?

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

BASIC INFORMATION

1. Why did I get this Notice?

This Notice tells you about your rights and options in a class action lawsuit in the U.S. District Court for the Eastern District of New York. Judge John Gleeson is overseeing this class action, which is called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (JG)(JO). This Notice also explains the lawsuit, the proposed settlement, the benefits available, eligibility for those benefits, and how to get them.

The companies or entities who started this case are called the “Plaintiffs.” The companies they are suing are the “Defendants.”

This case has been brought on behalf of merchants. The specific merchants that filed the case are the Class Plaintiffs and the Court has authorized them to act on behalf of all merchants in the classes described below in connection with the proposed settlement of this case. The Class Plaintiffs are:

Photos Etc. Corporation; Traditions, Ltd.; Capital Audio Electronics, Inc.; CHS Inc.; Crystal Rock LLC; Discount Optics, Inc.; Leon’s Transmission Service, Inc.; Parkway Corp.; and Payless ShoeSource, Inc.

The companies that the plaintiffs have been suing are the “Defendants.” Defendants are:

- “Visa Defendants”: Visa U.S.A. Inc., Visa International Service Association, and Visa Inc.;
- “MasterCard Defendants”: MasterCard International Incorporated and MasterCard Incorporated; and
- “Bank Defendants”: Bank of America, N.A.; BA Merchant Services LLC (formerly known as National Processing, Inc.); Bank of America Corporation; MBNA America Bank, N.A.; Barclays Bank plc; Barclays Bank Delaware; Barclays Financial Corp.; Capital One Bank (USA), N.A.; Capital One F.S.B.; Capital One Financial Corporation; Chase Bank USA, N.A.; Chase Manhattan Bank USA, N.A.; Chase Paymentech Solutions, LLC; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.; Bank One Corporation; Bank One Delaware, N.A.; Citibank (South Dakota), N.A.; Citibank N.A.; Citigroup Inc.; Citicorp; Fifth Third Bancorp; First National Bank of Omaha; HSBC Finance Corporation; HSBC Bank USA, N.A.; HSBC North America Holdings Inc.; HSBC Holdings plc; HSBC Bank plc; National City Corporation; National City Bank of Kentucky; SunTrust Banks, Inc.; SunTrust Bank; Texas Independent Bancshares, Inc.; Wachovia Bank, N.A.; Wachovia Corporation; Washington Mutual, Inc.; Washington Mutual Bank; Providian National Bank (also known as Washington Mutual Card Services, Inc.); Providian Financial Corporation; Wells Fargo Bank, N.A. and Wells Fargo & Company.

2. What is this lawsuit about?

This lawsuit is about:

- The interchange fees attributable to merchants that accepted Visa or MasterCard credit or debit cards between January 1, 2004 and November 28, 2012, and
- Visa’s and MasterCard’s rules for merchants that accept their cards.

The Class Plaintiffs claim that:

- Visa, MasterCard, and their respective member banks, including the Bank Defendants, violated the law because they set interchange fees.

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- Visa, MasterCard, and their respective member banks, including the Bank Defendants, violated the law because they imposed and enforced rules that limited merchants from steering their customers to other payment methods. Doing so insulated them from competitive pressure to lower the interchange fees.
- Visa and MasterCard conspired together about some of the business practices challenged.
- Visa and MasterCard and their respective member banks continued in those activities despite that Visa and MasterCard changed their corporate structure and became publicly owned corporations after this case was filed.
- The Defendants' conduct caused the merchants to pay excessive fees for accepting Visa and MasterCard cards.
- But for Defendants' conduct there would have been no interchange fee or those fees would have been lower.

The Defendants say they have done nothing wrong. They claim their business practices are legal, justified, the result of independent competition and have benefitted merchants and consumers.

3. What is an interchange fee?

When a cardholder makes a purchase with a credit or debit card, there is an interchange fee attributable to those transactions, which is usually 1% to 2% of the purchase price. Interchange fees typically account for the greatest part of the fees paid by merchants for accepting Visa and MasterCard cards.

Visa and MasterCard set interchange fee rates for different kinds of transactions and publish them on their websites, usually twice a year.

4. Why is this a class action?

In a class action, a very small number of people or businesses sue not only for themselves, but also on behalf of other people or businesses with similar legal claims and interests. Together all of these people or businesses with similar claims and interests form a class, and are class members.

When a court decides a case or approves a settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and the two classes defined below in Question 6.

5. Why is there a settlement?

The Court has not decided which side was wrong or if any laws were violated. Instead, both sides agreed to settle the case and avoid the cost and risk of trial and appeals that would follow a trial.

In this case, the settlement is the product of extensive negotiations, including court-supervised mediation with two experienced mediators, chosen by the parties. Settling this case allows class members to receive payments and other benefits. The Class Plaintiffs and their lawyers believe the settlement is best for all class members.

The parties agreed to settle this case only after seven years of extensive litigation. At the time of settlement, discovery was complete and the parties had exchanged expert reports. During discovery, Class Plaintiffs reviewed more than 50 million pages of documents and deposed more than 400 witnesses, including Defendants' experts. Also, at the time of settlement, motions to dismiss, motions for summary judgment, motions to exclude expert testimony, and the motion for class certification had been fully briefed and argued, and were pending before the court.

6. Am I part of this settlement?

If this Notice was mailed to you, the Defendants' records show that you are probably in the:

Cash Settlement Class (Rule 23(b)(3) Settlement Class) "consisting of all persons, businesses, or other entities that accepted Visa-Branded Cards and/or MasterCard-Branded Cards in the United States at any time from January 1, 2004 to the Settlement Preliminary Approval Date, except that this Class does not include the named Defendants, their directors, officers, or members of their families, financial institutions that have issued Visa- or MasterCard-Branded Cards or acquired Visa- or MasterCard-Branded Card transactions at any time from January 1, 2004 to the Settlement Preliminary Approval Date, or the United States government."

Rule Changes Settlement Class (Rule 23(b)(2) Settlement Class) "consisting of all persons, businesses or other entities that as of the Settlement Preliminary Approval Date, or in the future accept any Visa-Branded Cards and/or MasterCard-Branded Cards in the United States, except that this Class shall not include the named Defendants, their directors, officers, or members of their families, financial institutions that have issued Visa- or MasterCard-Branded Cards or acquired Visa- or MasterCard-Branded Card transactions at any time since January 1, 2004, or do so in the future, or the United States government."

The Settlement Preliminary Approval Date referenced in these class definitions is November 28, 2012.

If you are not sure whether you are part of this settlement, contact the Class Administrator at:

Call the toll-free number: 1-800-625-6440
Visit: www.PaymentCardSettlement.com
Write to: Payment Card Interchange Fee Settlement
P.O. Box 2530
Portland, OR 97208-2530
Email: info@PaymentCardSettlement.com

SETTLEMENT BENEFITS

7. How much money will be provided for in this settlement?

Under the settlement, Visa, MasterCard and the bank defendants have agreed to make payments to two funds:

- **Cash Settlement Fund:** Every merchant in the Cash Settlement Class that does not exclude itself from the class by the deadline described below and files a valid claim ("Authorized Cash Claimant") will get money from the \$6.05 billion Cash Fund. This fund will be reduced by an amount not to exceed 25% of the Cash Fund to account for merchants who exclude themselves from the Cash Settlement Class. The money in this fund after the reduction for excluded merchants will also be used to pay:
 - The cost of settlement administration and notice, as approved by the Court,
 - Money awards for Class Plaintiffs as approved by the Court, and
 - Attorneys' fees and expenses, as approved by the Court.

The money in this fund will only be distributed if the Court finally approves the settlement.

- **Interchange Fund:** The money for this fund is estimated to be up to \$1.2 billion and will be equivalent to 10 basis points (i.e. one-tenth of 1%) of transaction volume attributable to Cash Settlement Class members that accept Visa or MasterCard credit cards during an eight-month period starting by July 29, 2013. Every merchant in the Cash Settlement Class that does not exclude itself from the class by the deadline described below and that accepted Visa or

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MasterCard credit cards during that eight-month period and files a valid claim (“Authorized Interchange Claimant”) will get money from the Interchange Fund. The money in this fund will also be used to pay:

- The cost of settlement administration and notice, as approved by the Court, and
- Any attorneys’ fees and expenses that may be approved by the Court.

The money in this fund will not be returned to Defendants, even if the settlement is terminated. If this settlement is terminated, the Court will decide how to distribute this fund.

8. How do I ask for money from this settlement?

You must file a valid claim to get money from this settlement. If the Court finally approves the settlement, and you do not exclude yourself from the Cash Settlement Class, you will receive a claim form in the mail or by email. You may also get a claim form at: www.PaymentCardSettlement.com, or call: 1-800-625-6440.

How much money will I get?

It is anticipated that the amount paid from the Cash Settlement Fund will be based on your actual or estimated interchange fees attributable to Visa and MasterCard transactions from January 1, 2004 through November 28, 2012.

The amount paid from the Interchange Fund will be based on one-tenth of 1% of the merchant’s Visa and MasterCard credit card transaction volume during the eight-month period to begin by July 29, 2013.

Valid claims will be paid from the Cash Settlement Fund and/or the Interchange Fund. The amount of money each eligible claimant will receive from the Cash Settlement Fund depends on the money available to pay all claims, the total dollar value of all valid claims filed, the deduction described above not to exceed 25% of the Cash Settlement Fund, the cost of class administration and notice, money awards to Class Plaintiffs, and attorneys’ fees and expenses approved by the Court. The amount of money each eligible claimant will receive from the Interchange Fund depends on the money available to pay all claims, the total dollar value of all valid claims filed, the cost of class administration and notice, and attorneys’ fees and expenses approved by the Court. Each claimant’s payment will be paid in proportion to all claimants’ payments.

Details about how all claims are calculated will be available at www.PaymentCardSettlement.com starting no later than April 11, 2013.

9. What do the members of the Rule Changes Settlement Class get?

If the Court approves the settlement, Visa and MasterCard will make changes to their rules and practices. These changes will benefit the Rule Changes Settlement Class.

The rule changes, which will start no later than January 27, 2013, are summarized below. To see a detailed description of the rule changes, including other rules not listed here, see the Class Settlement Agreement, paragraphs 40–65.

Brand Surcharge Rules on Credit (not Debit) Cards

Merchants will be able to charge an extra fee to all customers who pay with Visa or MasterCard branded credit cards. This is called a brand-level surcharge, and it is allowed if the surcharge:

- is the same for all Visa credit cards or all MasterCard credit cards;
- is not more than the merchant’s average Visa or MasterCard merchant discount rate (calculated historically or based on the previous month); and

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- is not more than the maximum surcharge cap, which will be posted on Visa's and MasterCard's websites (if a cap is set).

For merchants that accept other brands of credit cards, such as American Express, Discover, or PayPal, there are other requirements that depend on the costs of those brands to the merchant and those brands' surcharge restrictions.

- If the merchant accepts a competing brand of credit card that is as or more expensive than Visa or MasterCard, and that limits the merchant's ability to surcharge, the merchant may surcharge Visa or MasterCard cards only in the same way as the merchant would be allowed to surcharge the competing brand's cards or on the terms on which the merchant actually surcharges the competing brand's cards.
- If the merchant accepts a competing brand of credit card that prohibits or effectively prohibits the merchant from surcharging in a particular channel of commerce, the merchant may not surcharge Visa or MasterCard cards unless it also surcharges the competing brand's cards regardless of the cost of that brand to the merchant. The amount of the surcharge must equal whichever is less: the cost to accept the competing brand or the surcharge imposed on Visa or MasterCard cards.

Exception: A merchant may individually negotiate an agreement with the competing brand to waive or limit its ability to surcharge that brand, if that agreement fulfills the terms of the Class Settlement Agreement.

Product Surcharge Rules on Credit (not Debit) Cards

A merchant may impose a surcharge on a particular Visa or MasterCard credit card product, such as Visa Signature. The amount of the surcharge must not be more than the merchant's cost to accept the particular Visa or MasterCard credit card product, minus the Durbin Amendment's cap on debit-card interchange fees. The surcharge must be the same for all transactions on the particular Visa or MasterCard credit card product, regardless of the card's issuer.

For merchants that accept credit cards issued by competing brands (e.g., American Express, Discover, or PayPal), there are requirements similar to the brand level surcharge rules summarized above.

Nothing in the settlement affects a merchant's obligations to comply with all applicable state or federal laws, including state laws regarding surcharging of credit or debit card transactions and federal and state laws regarding deceptive or misleading disclosures. However, the fact that a merchant's ability to surcharge may be restricted under the laws of one or more states is not intended to limit that merchant's ability under the settlement to surcharge Visa or MasterCard credit cards where permitted by state law.

Discount Rule: Merchants may offer discounts or other financial incentives at the point of sale to customers who do not pay with Visa or MasterCard cards.

All-Outlets: Merchants may accept Visa or MasterCard at fewer than all of the merchant's "trade names" or "banners" if the merchant operates multiple businesses under different trade names or banners. For stores operating under the same "trade name" or "banner," however, merchants must accept or decline a network's cards at all of its stores operating under the same "trade name" or "banner."

Buying Groups: Merchants that form buying groups that meet certain criteria may make proposals to Visa and MasterCard about card acceptance on behalf of the group's members. If Visa or MasterCard believe that the group's proposal "provides reasonable commercial benefits to the parties," it must negotiate with the buying group and decide, in "good faith," whether or not to make an agreement with the group.

\$10 Minimum Rule: This rule, which allows merchants to set a \$10 minimum purchase for Visa and MasterCard credit cards, will not change even if the requirements of the Dodd-Frank Wall Street Reform Act end.

All these rule changes are set forth in full in the Settlement Agreement, which appears on the website: www.PaymentCardSettlement.com.

HOW TO FILE A CLAIM FORM

10. How do I file a claim?

If the Court approves the settlement (see “The Court’s Fairness Hearing” below), the Court will approve a Claim Form and set a deadline for Cash Settlement Class members to submit claims. In order to receive a payment, you must submit a Claim Form.

If you received this Notice in the mail, a Claim Form will be mailed or emailed to you automatically. The Claim Form will also be posted on the website and available by calling the toll free number shown below. Class members will be able to submit claims electronically using this website or by returning a paper Claim Form.

Who decides the value of my claim?

The Class Administrator is obtaining data from Visa, MasterCard, certain Bank Defendants, and other entities which it expects will permit it to estimate the total value of interchange fees attributable to each Authorized Cash Claimant on its Visa and MasterCard card transactions during the period from January 1, 2004 to November 28, 2012 with no netting or reductions based on rebates, market support, or promotional payments, or otherwise (“Interchange Fees Paid”). It is the current intention to utilize this data to the extent possible, to estimate the interchange fees attributable to class members. For any calendar year, or part thereof, in which an Authorized Cash Claimant had an agreement with Visa or MasterCard under which the merchant received customized interchange rates, such Claimant may elect to have its Visa or MasterCard Interchange Fees Paid estimated, in lieu of the Interchange Fees Paid amounts shown in the data utilized by the Class Administrator, by multiplying its relevant Visa or MasterCard credit, signature debit, and PIN debit transaction volume by the respective average effective credit, signature debit, and PIN debit interchange rates across the merchant’s applicable merchant category (or merchant categories) for that time period. In order for a Claimant to qualify for such an election, the Class Administrator must confirm with Visa or MasterCard that the Claimant had an agreement with Visa or MasterCard in which it received customized interchange rates, for such time period.

Where the necessary data is not reasonably available or if the Interchange Fees Paid claim value established by the Class Administrator is disputed by the class member, class members will be required to submit information in support of its claim. This information will include, to the extent known, Interchange Fees Paid attributable to the class member, merchant discount fees paid, the class member’s merchant category code and/or a description of the class member’s business, total Visa and MasterCard transaction volume and/or total sales volume. Based on these data, the Interchange Fees Paid attributable to the class member will be estimated for each known Cash Settlement Class member.

The Class Administrator will calculate the value of claims to the Interchange Fund as a percentage of sales volume on Visa- and MasterCard-Branded credit card transactions during the eight-month period. To the extent that available data explicitly specify a particular claimant’s sales volume on Visa- and MasterCard-Branded credit card transactions during the eight-month period, these data will be utilized directly in the valuation of that claim.

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Claimants whose dollar sales transaction volume is not available from the Defendants and/or third parties will be asked to submit payment card transaction volume for the eight-month period to the Class Administrator or, if payment card transaction volume information is not available to the class member, sales transaction information from which payment card transaction volume may be estimated. The Class Administrator will make what it judges to be the best reasonably accurate estimate of such sales volume based on available data, and will make available to such Authorized Interchange Claimants the estimate of such sales volumes. Such estimates may be provided in a subsequent mailing or email to the Authorized Interchange Claimant and/or may be made accessible over a secure website operated by the Class Administrator.

The Class Administrator also expects to provide class members the ability to access the Claims website with a unique code to permit it to view the manner in which its claim value was calculated and may also provide this information on a pre-populated claim form. Class members may accept or disagree with data on the claim form or the website. The claim form and website will explain how to challenge the data.

More details about how all claims are calculated will be available at www.PaymentCardSettlement.com starting no later than April 11, 2013.

Claim Preregistration Form

Class members with more than one location or a franchise that accepts Visa or MasterCard cards may also fill out a pre-registration form at the website. You do not have to pre-register but doing so may be helpful, and does not impact your rights in this case.

What if the Class Administrator doesn't have my data?

The claim form also allows class members for whom no financial data is available or who were not identified as class members to file a claim. Those merchants will have to fill out and sign a claim form and return it by the deadline.

Can anyone else file a claim for me?

There are specialized companies that may offer to fill out and file your claim in return for a percentage of the value of your claim. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether it is worth the cost. You can always seek help from the Class Administrator or Class Counsel.

11. Am I giving up anything by filing a claim or not filing a claim?

If the Court finally approves the settlement, members of the Rule Changes Settlement Class (Rule 23(b)(2) Settlement Class) cannot be excluded from the Rule Changes Settlement Class. They will be bound by the terms of that settlement, including releasing all claims that were or could have been alleged in this case against any of the released parties identified in Paragraph 67 of the Class Settlement Agreement.

Members of the Cash Settlement Class (Rule 23(b)(3) Settlement Class) (who do not exclude themselves by the deadline) whether or not they file a claim for payment, will be bound by the terms of that settlement, which include agreeing not to file a claim against any of the released parties identified in Paragraph 32 of the Class Settlement Agreement.

In general, the settlement will resolve and release all claims by persons, businesses and other entities that arise from or relate to their capacity as merchants that accept Visa-Branded Cards and/or MasterCard-Branded Cards in the United States against Visa, MasterCard or banks that were or could have been alleged in the lawsuit, including any claims about interchange or other fees, no-surcharge rules, no-discounting rules, honor-all-cards rules and other rules.

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The settlement will also resolve any merchant claims based upon the future effect in the United States of:

- any Visa or MasterCard rules, as of November 27, 2012, that are not to be modified pursuant to the settlement,
- the modified rules provided for in the settlement, or
- any other rules substantially similar to any such rules.

The releases will not bar claims involving new conduct or rules in the future that are not substantially similar to either existing conduct or rules or conduct or rules modified by the settlement (e.g. imposition of a new rule not substantially similar to existing rules or rules modified by the settlement, or reversion to the old rules modified by the settlement). The releases also will not bar claims involving certain specified standard commercial disputes arising in the ordinary course of business.

The full text of the Releases for both the Cash Settlement Class (Rule 23(b)(3) Settlement Class) and Rule Changes Settlement Class (Rule 23(b)(2) Settlement Class) is set forth at pages 18 to 27 of this Notice. The Releases describe the released claims in legal language. You should carefully read the Releases and if you have questions about them, you may:

- Call Class Counsel listed in Question 17 at no charge,
- Talk to a lawyer, at your own expense, about the releases and what they mean to you. The complete Settlement Agreement may also be viewed on the website.

Important! If you want to keep your right to be part of any other lawsuit that asks for money based on similar claims, you must opt-out (exclude yourself) from the Cash Settlement Class of this settlement. You **cannot** be excluded from the Rule Changes Settlement Class.

12. How do I opt-out of the Cash Settlement Class of this settlement?

To opt-out (exclude yourself) from the Cash Settlement Class (Rule 23(b)(3) Settlement Class) of this Settlement, send a letter to:

Payment Card Interchange Fee Settlement
P.O. Box 2530
Portland, OR 97208-2530

Your letter must be postmarked by **May 28, 2013**. You cannot exclude yourself by phone, fax, email or online.

Should I send my letter by regular mail?

Yes. Send your letter by first-class mail and pay for the postage. Keep a copy for your records.

What should my letter say?

Your letter must be signed by a person authorized to do so and state as follows:

- I want to exclude [name of merchant] from the Cash Settlement Class of the settlement in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.
- My personal information is:
Name (first, middle, last):
Position:
Name of Merchant:

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Address:
Phone No.:
Merchant's taxpayer identification number:

- The business names, brand names, and addresses of the stores or sales locations that I want to exclude from the Cash Settlement Class are:
(list all businesses and addresses of each store or sales location)
- My position at the business that gives me the authority to exclude it from the Cash Settlement Class is as follows:

Warning! If your letter is sent after the deadline it will be considered invalid. If this happens, you won't be excluded from the Cash Settlement Class, and you will still be part of the settlement and will be bound by all of its terms.

13. If I exclude myself from the Cash Settlement Class, can I still get money from this settlement?

No. If you exclude yourself from the Cash Settlement Class (Rule 23(b)(3) Settlement Class):

- You cannot get money from this settlement, and
- You cannot object to the Cash Settlement (but you can still object to the Rule Changes).

The deadline to exclude yourself is: **May 28, 2013**. To do this, see: www.PaymentCardSettlement.com.

Important! If you exclude yourself, do not file a claim form asking for payment.

Can I exclude myself from the Rule Changes Settlement Class?

No. You cannot be excluded from the Rule Changes Settlement Class. But you may object to the Rule Changes Settlement, if you want to.

14. If I do not exclude myself from the Cash Settlement Class, can I sue these Defendants for damages for past conduct later?

No. If you do not exclude yourself, you give up your right to sue any of the released parties described in the Class Settlement Agreement for damages for past conduct.

HOW TO DISAGREE WITH THE SETTLEMENT

15. What if I disagree with the settlement?

You may tell the Court you object to (disagree with) the settlement for the Rule Changes Settlement Class. You may also object to the settlement for the Cash Settlement Class if you do not exclude yourself. The Court will consider your objection(s) when it decides whether or not to finally approve the settlement.

How do I tell the Court I disagree with the settlement?

You must file a Statement of Objections with the Court at this address:

United States District Court for the Eastern District of New York
Clerk of Court
225 Cadman Plaza
Brooklyn, NY 11201

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

You must also send a copy of your Statement of Objections to Class Counsel and Counsel for the Defendants at the following addresses:

DESIGNATED CLASS COUNSEL	DESIGNATED DEFENDANTS' COUNSEL
Alexandra S. Bernay Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Wesley R. Powell Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019

You must send your Statement of Objections postmarked no later than **May 28, 2013**.

What should my Statement of Objections say?

Your Statement of Objections must contain the following information:

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

_____ : No. 05-MD-01720 (JG)(JO)
 In re Payment Card Interchange Fee and :
 Merchant Discount Antitrust Litigation :
 _____ :

Statement of Objections

I am a member of the Cash Settlement Class [and/or] the Rule Changes Settlement Class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.

I am a Class member because [*List information that will prove you are a class member, such as your business name and address, and how long you have accepted Visa or MasterCard cards*].

I object to the settlement in this lawsuit. I object to (*list what part(s) of the Settlement you disagree with, e.g. the settlement for the Cash Settlement Class, Rule Changes Settlement Class, Allocation Plan, notice procedures, other features.*) [Note that you may also object to any requests for attorneys' fees and expenses as part of the same objection, or as part of a separate objection described below].

My reasons for objecting are:

The laws and evidence that support each of my objections are:

My personal information is:

Name (first, middle, last):

Address:

Phone No.:

The contact information for my lawyer (if any) is:

Can I call the Court or the Judge's office about my objections?

No. If you have questions, you may visit the website for the settlement or call the Class Administrator:

www.PaymentCardSettlement.com
1-800-625-6440

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

16. Is objecting the same as being excluded?

No. **Objecting** means you tell the Court which part(s) of the settlement you disagree with (including the plan for distributing the cash benefits, request for attorneys' fees and expenses or awards for Class Plaintiffs).

Being excluded (also called opting-out) means you tell the Court you do not want to be part of the Cash Settlement Class (Rule 23(b)(3) Settlement Class).

THE LAWYERS REPRESENTING YOU

17. Who are the lawyers that represent the Classes?

The Court has appointed the lawyers listed below to represent you. These lawyers are called Class Counsel. Many other lawyers have also worked with Class Counsel to represent you in this case. Because you are a class member, you do not have to pay any of these lawyers. They will be paid from the settlement funds.

<p>K. Craig Wildfang Robins, Kaplan, Miller & Ciresi L.L.P. 2800 LaSalle Plaza 800 LaSalle Avenue Minneapolis, MN 55402</p>	<p>H. Laddie Montague, Jr. Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103</p>	<p>Bonny E. Sweeney Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101</p>
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Should I hire my own lawyer?

You do not have to hire your own lawyer. But you can if you want to, at your own cost.

If you hire your own lawyer to appear in this case, you must tell the Court and send a copy of your notice to Class Counsel at any of the addresses above.

18. How much will the lawyers and Class Plaintiffs be paid?

For work done through final approval of the settlement by the district court, the lawyers for the class members (called Class Counsel) will ask the Court for an amount that is a reasonable proportion of the Cash Settlement Fund, not to exceed 11.5% of the Cash Settlement Fund of \$6.05 billion and 11.5% of the Interchange Fund estimated to be \$1.2 billion to compensate all of the lawyers and their law firms that have worked on the class case. For additional work to administer the settlement, distribute both funds, and through any appeals, Class Counsel may seek reimbursement at their normal hourly rates, not to exceed an additional 1% of the Cash Settlement Fund of \$6.05 billion and an additional 1% of the Interchange Fund estimated to be \$1.2 billion.

Class Counsel will also request reimbursement of their expenses (not including the administrative costs of settlement or notice), not to exceed \$40 million and up to \$200,000 per Class Plaintiff in service awards for their efforts on behalf of the classes.

Class Counsel may also seek reimbursement of fees and expenses from class members that opt out of the Cash Settlement Class, to the extent those class members rely on the record compiled in this case. Any monies that Class Counsel successfully recover from opt-outs will be deposited into the Cash Settlement Fund if the Court finally approves the settlement.

The amounts to be awarded as attorneys' fees, reimbursement of expenses, and Class Plaintiffs' Awards **must** be approved by the Court. Class Counsel must file their requests for fees and expenses and other

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

costs to the Court by April 11, 2013. You can object to the requests for attorneys' fees in compliance with the instructions in Question 19 below.

Copies of the lawyers' requests for payment, reimbursement, and other costs will be posted at the settlement website the same day they are filed, which will be no later than April 11, 2013.

19. How do I disagree with the requested attorneys' fees, expenses or awards to Class Plaintiffs?

You may tell the Court you object to (disagree with) any request for attorneys' fees and expenses or awards to Class Plaintiffs. You may do so if you do not exclude yourself from the Cash Settlement Class and/or if you are a member of the Rule Changes Settlement Class. The Court will consider your objection(s) when it evaluates any request for attorneys' fees and expenses and/or awards to Class Plaintiffs in connection with its decision on final approval of the settlement.

To file an objection, you must file a Statement of Objections with the Court at this address:

United States District Court for the Eastern District of New York
 Clerk of Court
 225 Cadman Plaza
 Brooklyn, NY 11201

You must also send a copy of your Statement of Objections to Class Counsel and Counsel for the Defendants at the following addresses:

DESIGNATED CLASS COUNSEL	DESIGNATED DEFENDANTS' COUNSEL
Alexandra S. Bernay Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Wesley R. Powell Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019

The Clerk of Court, the attorneys for the class and defendants must receive your letter by **May 28, 2013**.

What should my Statement of Objections say?

Your Statement of Objections must contain the following information:

UNITED STATES DISTRICT COURT
 FOR THE EASTERN DISTRICT OF NEW YORK

_____ : No. 05-MD-01720 (JG)(JO)
 In re Payment Card Interchange Fee and :
 Merchant Discount Antitrust Litigation :
 _____ :

Statement of Objections

I am a member of the Cash Settlement Class [and/or] the Rules Changes Settlement Class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.

I am a Class member because [List information that will prove you are a class member, such as your business name and address, and how long you have accepted Visa or MasterCard cards].

I object to class counsel's request for attorneys' fees and expenses and/or to the request for money awards to Class Plaintiffs.

My reasons for objecting are:

The laws and evidence that support each of my objections are:

My personal information is:

Name (first, middle, last):

Address:

Phone No.:

The contact information for my lawyer (if any) is:

Can I call the Court or the Judge's office about my objections?

No. If you have questions, you may visit the website for the settlement or call the Class Administrator:

www.PaymentCardSettlement.com
1-800-625-6440

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

There will be a Fairness Hearing at **10:00 a.m. on September 12, 2013**. The hearing will take place at:

United States District Court for the Eastern District of New York
225 Cadman Plaza
Brooklyn, NY 11201

We do not know how long the Court will take to make its decision.

Important! The time and date of this hearing may change without additional mailed or published notice. For updated information on the hearing, visit: www.PaymentCardSettlement.com.

Why is there a hearing?

The hearing is about whether or not the settlement is fair, adequate, and reasonable.

The Court will consider any objections and listen to class members who have asked to speak at the hearing.

The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards, and other costs.

21. Do I have to come to the hearing to get my money?

No. You do not have to go to the hearing, even if you sent the Court an objection. But, you can go to the hearing or hire a lawyer to go the hearing if you want to, at your own expense.

22. What if I want to speak at the hearing?

You must file a Notice of Intention to Appear with the Court at this address:

United States District Court for the Eastern District of New York
Clerk of Court
225 Cadman Plaza
Brooklyn, NY 11201

Your Notice of Intention to Appear must be filed by **May 28, 2013**. You must also mail a copy of your letter to Class Counsel and Counsel for the Defendants at the addresses listed in Question 15.

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

What should my Notice of Intention to Appear say?

Your Notice of Intention to Appear must be signed and contain the following information:

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation : No. 05-MD-01720 (JG)(JO)
: :
_____ :

- Notice of Intention to Appear
- I want to speak at the Fairness Hearing for the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.
- My personal information is:
 - Name (first, middle, last):
 - Address:
 - Phone No.:
- Personal information for other people (including lawyers) who want to speak at the hearing:

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do not file a claim, you cannot get money from this settlement.

If you do not exclude yourself from the Cash Settlement Class (Rule 23(b)(3) Settlement Class), you cannot be part of any other lawsuit against Defendants and other released parties listed in the Class Settlement Agreement for damages for past conduct. You will be bound by the Cash Settlement Class (Rule 23(b)(3) Class) Release.

GETTING MORE INFORMATION

24. How do I get more information?

There are several ways to get more information about the settlement.

You will find the following information at: www.PaymentCardSettlement.com:

- The complete Class Settlement Agreement, including all attachments, and
- Other documents related to this lawsuit.

QUESTIONS? CALL 1-800-625-6440 OR VISIT WWW.PAYMENTCARDSETTLEMENT.COM

To receive a copy of the Class Settlement Agreement or other documents related to this lawsuit, you may:

Visit: www.PaymentCardSettlement.com
Write to: Payment Card Interchange Fee Settlement
P.O. Box 2530
Portland OR 97208-2530
Email: info@PaymentCardSettlement.com
Call: 1-800-625-6440 – *toll-free*

If you do not get a Claim Form in the mail or by email, you may download one at: www.PaymentCardSettlement.com, or call: 1-800-625-6440.

Please do not attempt to contact Judge Gleeson or the Clerk of Court with any questions.

THE FULL TEXT OF THE RELEASES

25. What is the full text of the Release for the Cash Settlement Class?

31. The “Rule 23(b)(3) Settlement Class Releasing Parties” are the Class Plaintiffs, each and every member of the Rule 23(b)(3) Settlement Class that does not become an Opt Out, and any of their respective past, present, or future: officers and directors; stockholders, agents, employees, legal representatives, partners, and associates (in their capacities as stockholders, agents, employees, legal representatives, partners, and associates of a member of the Rule 23(b)(3) Settlement Class only); and trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, administrators, purchasers, predecessors, successors, and assigns — whether or not they object to this Class Settlement Agreement, and whether or not they make a claim for payment from the Class Settlement Cash Escrow Account(s) or the Class Settlement Interchange Escrow Account(s), whether directly, representatively, derivatively, or in any other capacity.

32. The “Rule 23(b)(3) Settlement Class Released Parties” are all of the following:

(a) Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Asia Pacific Region, Visa Canada Association, Visa Central & Eastern Europe, Middle East & Africa Region, Visa Europe, Visa Europe Limited, Visa Latin America & Caribbean Region, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any Visa-Branded Cards or to acquire any Visa-Branded Card transactions.

(b) MasterCard International Incorporated, MasterCard Incorporated, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any MasterCard-Branded Cards or to acquire any MasterCard-Branded Card transactions.

(c) Bank of America, N.A.; BA Merchant Services LLC (formerly known as National Processing, Inc.); Bank of America Corporation; MBNA America Bank, N.A., and FIA Card Services, N.A.

(d) Barclays Bank plc; Barclays Bank Delaware; and Barclays Financial Corp.

(e) Capital One Bank (USA), N.A.; Capital One F.S.B.; and Capital One Financial Corporation.

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- (f) Chase Bank USA, N.A.; Chase Manhattan Bank USA, N.A.; Chase Paymentech Solutions, LLC; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.; Bank One Corporation; and Bank One Delaware, N.A.
- (g) Citibank (South Dakota), N.A.; Citibank N.A.; Citigroup Inc.; and Citicorp.
- (h) Fifth Third Bancorp.
- (i) First National Bank of Omaha.
- (j) HSBC Finance Corporation; HSBC Bank USA, N.A.; HSBC North America Holdings Inc.; HSBC Holdings plc; and HSBC Bank plc.
- (k) National City Corporation and National City Bank of Kentucky.
- (l) SunTrust Banks, Inc. and SunTrust Bank.
- (m) Texas Independent Bancshares, Inc.
- (n) Wachovia Bank, N.A. and Wachovia Corporation.
- (o) Washington Mutual, Inc.; Washington Mutual Bank; Provident National Bank (also known as Washington Mutual Card Services, Inc.); and Provident Financial Corporation.
- (p) Wells Fargo & Company and Wells Fargo Bank, N.A.
- (q) Each and every entity or person alleged to be a co-conspirator of any Defendant in any of the Operative Class Complaints or any of the Class Actions.
- (r) Each of the past, present, or future member or customer financial institutions of Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Europe, Visa Europe Limited, MasterCard International Incorporated, or MasterCard Incorporated.
- (s) For each of the entities or persons in Paragraphs 32(a)-(r) above, each of their respective past, present, and future, direct and indirect, parents (including holding companies), subsidiaries, affiliates, and associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), or any other entity in which more than 50% of the equity interests are held.
- (t) For each of the entities or persons in Paragraphs 32(a)-(s) above, each of their respective past, present, and future predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of any of the Defendants to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(3) Settlement Class Released Parties as defined in Paragraphs 32(a)-(s) above).
- (u) For each of the entities or persons in Paragraphs 32(a)-(t) above, each of their respective past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, shareholders, advisors, predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of each of the foregoing entities to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(3) Settlement Class Released Parties as defined in Paragraphs 32(a)-(t) above).

33. This release applies solely to the Rule 23(b)(3) Settlement Class Releasing Parties. In addition to the effect of the Class Settlement Order and Final Judgment entered in accordance with this Class Settlement Agreement, including but not limited to any *res judicata* effect, the Rule 23(b)(3) Settlement Class Releasing Parties hereby expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Rule 23(b)(3) Settlement Class Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, *parens patriae*, or otherwise in nature, for damages, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, regardless of when such claims accrue, whether known or unknown, suspected or unsuspected, in law or in equity that any Rule 23(b)(3) Settlement Class Releasing Party ever had, now has, or hereafter can, shall, or may in the future have, arising out of or relating in any way to any conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act of any Rule 23(b)(3) Settlement Class Released Party that are alleged or which could have been alleged from the beginning of time until the date of the Court's entry of the Class Settlement Preliminary Approval Order in any of the Operative Class Complaints or Class Action complaints, or in any amendments to the Operative Class Complaints or Class Action complaints, including but not limited to any claims based on or relating to:

- (a) any interchange rules, interchange fees, or interchange rates, or any other Rule of any Visa Defendant or MasterCard Defendant, or any agreement involving any Visa Defendant or any MasterCard Defendant and any other Rule 23(b)(3) Settlement Class Released Party, and/or any merchant arising out of or relating to interchange rules, interchange fees, or interchange rates, card issuance, or card acceptance with respect to any Visa-Branded Card transactions in the United States or any MasterCard-Branded Card transactions in the United States;
- (b) any Merchant Fee of any Rule 23(b)(3) Settlement Released Party relating to any Visa-Branded Card transactions in the United States or any MasterCard-Branded Card transactions in the United States;
- (c) any actual or alleged "no surcharge" rules, "honor all cards" rules, "no minimum purchase" rules, "no discounting" rules, "non-discrimination" rules, "anti-steering" rules, Rules that limit merchants in favoring or steering customers to use certain payment systems, "all outlets" rules, "no bypass" rules, or "no multi-issuer" rules, or any other actual or alleged Rule of any Rule 23(b)(3) Settlement Class Released Party relating to any Visa-Branded Cards or any MasterCard-Branded Cards, or a merchant's point of sale practices relating to any Visa-Branded Cards or any MasterCard-Branded Cards;
- (d) any actual or alleged agreement (i) between or among any Visa Defendant and any MasterCard Defendant, (ii) between or among any Visa Defendant or MasterCard Defendant and any other Rule 23(b)(3) Settlement Class Released Party or Parties, or (iii) between or among any Visa Defendant, MasterCard Defendant, or any other Rule 23(b)(3) Settlement Class Released Party or Parties relating to conduct or Rules of any Visa Defendant or any MasterCard Defendant;
- (e) any reorganization, restructuring, initial or other public offering, or other corporate structuring of any Visa Defendant or MasterCard Defendant;
- (f) any service of an employee or agent of any Rule 23(b)(3) Settlement Class Released Party on any board or committee of any Visa Defendant or MasterCard Defendant;
- (g) the future effect in the United States of the continued imposition of or adherence to any Rule of any Visa Defendant or MasterCard Defendant in effect in the United States as of the date of the Court's entry of the Class Settlement Preliminary Approval Order,

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any Rule modified or to be modified pursuant to this Class Settlement Agreement, or any Rule that is substantially similar to any Rule in effect in the United States as of the date of the Court's entry of the Class Settlement Preliminary Approval Order or any Rule modified or to be modified pursuant to this Class Settlement Agreement;

(h) the future effect in the United States of any conduct of any Rule 23(b)(3) Settlement Class Released Party substantially similar to the conduct of any Rule 23(b)(3) Settlement Class Released Party related to or arising out of interchange rules, interchange fees, or interchange rates, any Rule of any Visa Defendant or MasterCard Defendant modified or to be modified pursuant to this Class Settlement Agreement, any other Rule of any Visa Defendant or any MasterCard Defendant in effect as of the date of the Court's entry of the Class Settlement Preliminary Approval Order, or any Rule substantially similar to any of the foregoing Rules;

(i) any conduct of this Action, including without limitation any settlement discussions relating to this Action, the negotiation of and agreement to this Class Settlement Agreement by the Defendants or any member or customer financial institution of the Visa Defendants or the MasterCard Defendants, or any terms or effect of this Class Settlement Agreement (other than claims to enforce this Class Settlement Agreement), including any changes in the Rule 23(b)(3) Settlement Class Released Parties' Rules as a result of this Class Settlement Agreement;

and it is expressly agreed, for purposes of clarity, without expanding or limiting the foregoing, that any claims based on or relating to (a)-(i) above are claims that were or could have been alleged in this Action.

34. Each Rule 23(b)(3) Settlement Class Releasing Party further expressly and irrevocably waives, and fully, finally, and forever settles and releases, any and all defenses, rights, and benefits that the Rule 23(b)(3) Settlement Class Releasing Party may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained in the preceding Paragraphs 31-33. Without limiting the generality of the foregoing, each Rule 23(b)(3) Settlement Class Releasing Party expressly and irrevocably waives and releases any and all defenses, rights, and benefits that the Rule 23(b)(3) Settlement Class Releasing Party might otherwise have in relation to the release by virtue of the provisions of California Civil Code Section 1542 or similar laws of any other state or jurisdiction. SECTION 1542 PROVIDES: "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." In addition, although each Rule 23(b)(3) Settlement Class Releasing Party may hereafter discover facts other than, different from, or in addition to those that it or he or she knows or believes to be true with respect to any claims released in the preceding Paragraphs 31-33, each Rule 23(b)(3) Settlement Class Releasing Party hereby expressly waives, and fully, finally, and forever settles, discharges, and releases, any known or unknown, suspected or unsuspected, contingent or non-contingent claims within the scope of the preceding Paragraphs 31-33, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. Class Plaintiffs acknowledge, and the members of the Rule 23(b)(3) Settlement Class shall be deemed by operation of the Class Settlement Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of this Class Settlement Agreement.

35. Each Rule 23(b)(3) Settlement Class Releasing Party covenants and agrees that it shall not, hereafter, seek to establish, or permit another to act for it in a representative capacity to seek to

establish, liability against any of the Rule 23(b)(3) Settlement Class Released Parties based, in whole or in part, upon any conduct covered by any of the claims released in Paragraphs 31-34 above.

36. For avoidance of doubt, no other provision of this Class Settlement Agreement releases any claim of a Rule 23(b)(3) Settlement Class Releasing Party that is based on:

(a) breach of this Class Settlement Agreement;

(b) standard commercial disputes arising in the ordinary course of business under contracts or commercial relations regarding loans, lines of credit, or other related banking or credit relations, individual chargeback disputes, products liability, breach of warranty, misappropriation of cardholder data or invasion of privacy, compliance with technical specifications for a merchant's acceptance of Credit Cards or Debit Cards, and any other dispute arising out of a breach of any contract between any of the Rule 23(b)(3) Settlement Class Releasing Parties and any of the Rule 23(b)(3) Settlement Class Released Parties; provided, however, that Paragraphs 31-35 [of the Class Settlement Agreement] and not this Paragraph shall control in the event that any such claim challenges the legality of interchange rules, interchange rates, or interchange fees, or any other Rule fee, charge, or other conduct covered by any of the claims released in Paragraphs 31-35 above; or

(c) the claims alleged in the currently operative complaints against the current defendants in (i) *NACS, et al. v. Board of Governors of the Federal Reserve System*, No. 11-CV-02075-RJL (D.D.C.), and (ii) *In re ATM Fee Antitrust Litigation*, No. 04-CV-02676-CRB (N.D. Cal) (including claims that have been asserted to have been alleged in the Second Amended and Third Amended Complaints against Bank of America, N.A.).

37. Each Rule 23(b)(3) Settlement Class Releasing Party further releases each of the Visa Defendants, MasterCard Defendants, and Bank Defendants and their counsel and experts in this Action from any claims relating to the defense of this Action, including the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement. Each Visa Defendant, MasterCard Defendant, and Bank Defendant releases the Class Plaintiffs, the other plaintiffs in the Class Actions, Class Counsel, Class Plaintiffs' other counsel who have participated in any settlement conferences before the Court for a Class Plaintiff that executes this Class Settlement Agreement, and their respective experts in the Class Actions, from any claims relating to their institution or prosecution of the Class Actions, including the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement.

38. In the event that this Class Settlement Agreement is terminated pursuant to Paragraphs 96-98 below, or any condition for the Settlement Final Approval Date is not satisfied, the release and covenant not to sue provisions of Paragraphs 31-37 above shall be null and void and unenforceable.

26. What is the full text of the Release for the Rule Changes Settlement Class?

66. The "Rule 23(b)(2) Settlement Class Releasing Parties" are the Class Plaintiffs, each and every member of the Rule 23(b)(2) Settlement Class, and any of their respective past, present, or future: officers and directors; stockholders, agents, employees, legal representatives, partners, and associates (in their capacities as stockholders, agents, employees, legal representatives, partners, and associates of a member of the Rule 23(b)(2) Settlement Class only); and trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, administrators, purchasers, predecessors, successors, and assigns — whether or not they object to this Class Settlement Agreement, and whether or not they exercise any

benefit provided under the Class Settlement Agreement, whether directly, representatively, derivatively, or in any other capacity.

67. The “Rule 23(b)(2) Settlement Class Released Parties” are all of the following:

- (a) Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Asia Pacific Region, Visa Canada Association, Visa Central & Eastern Europe, Middle East & Africa Region, Visa Europe, Visa Europe Limited, Visa Latin America & Caribbean Region, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any Visa-Branded Cards or to acquire any Visa-Branded Card transactions.
- (b) MasterCard International Incorporated, MasterCard Incorporated, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any MasterCard-Branded Cards or to acquire any MasterCard-Branded Card transactions.
- (c) Bank of America, N.A.; BA Merchant Services LLC (formerly known as National Processing, Inc.); Bank of America Corporation; MBNA America Bank, N.A., and FIA Card Services, N.A.
- (d) Barclays Bank plc; Barclays Bank Delaware; and Barclays Financial Corp.
- (e) Capital One Bank (USA), N.A.; Capital One F.S.B.; and Capital One Financial Corporation.
- (f) Chase Bank USA, N.A.; Chase Manhattan Bank USA, N.A.; Chase Paymentech Solutions, LLC; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.; Bank One Corporation; and Bank One Delaware, N.A.
- (g) Citibank (South Dakota), N.A.; Citibank N.A.; Citigroup Inc.; and Citicorp.
- (h) Fifth Third Bancorp.
- (i) First National Bank of Omaha.
- (j) HSBC Finance Corporation; HSBC Bank USA, N.A.; HSBC North America Holdings Inc.; HSBC Holdings plc; and HSBC Bank plc.
- (k) National City Corporation and National City Bank of Kentucky.
- (l) SunTrust Banks, Inc. and SunTrust Bank.
- (m) Texas Independent Bancshares, Inc.
- (n) Wachovia Bank, N.A. and Wachovia Corporation.
- (o) Washington Mutual, Inc.; Washington Mutual Bank; Providian National Bank (also known as Washington Mutual Card Services, Inc.); and Providian Financial Corporation.
- (p) Wells Fargo & Company and Wells Fargo Bank, N.A.
- (q) Each and every entity or person alleged to be a co-conspirator of any Defendant in any of the Operative Class Complaints or any of the Class Actions.

(r) Each of the past, present, or future member or customer financial institutions of Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Europe, Visa Europe Limited, MasterCard International Incorporated, or MasterCard Incorporated.

(s) For each of the entities or persons in Paragraphs 67(a)-(r) above, each of their respective past, present, and future, direct and indirect, parents (including holding companies), subsidiaries, affiliates, and associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), or any other entity in which more than 50% of the equity interests are held.

(t) For each of the entities or persons in Paragraphs 67(a)-(s) above, each of their respective past, present, and future predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of any of the Defendants to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(2) Settlement Class Released Parties as defined in Paragraphs 67(a)-(s) above).

(u) For each of the entities or persons in Paragraphs 67(a)-(t) above, each of their respective past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, shareholders, advisors, predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of each of the foregoing entities to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(2) Settlement Class Released Parties as defined in Paragraphs 67(a)-(t) above).

68. This release applies solely to the Rule 23(b)(2) Settlement Class Releasing Parties. In addition to the effect of the Class Settlement Order and Final Judgment entered in accordance with this Class Settlement Agreement, including but not limited to any *res judicata* effect, the Rule 23(b)(2) Settlement Class Releasing Parties hereby expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Rule 23(b)(2) Settlement Class Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, *parens patriae*, or otherwise in nature, for any form of declaratory, injunctive, or equitable relief, or any damages or other monetary relief relating to the period after the date of the Court's entry of the Class Settlement Preliminary Approval Order, regardless of when such claims accrue, whether known or unknown, suspected or unsuspected, in law or in equity that any Rule 23(b)(2) Settlement Class Releasing Party now has, or hereafter can, shall, or may in the future have, arising out of or relating in any way to any conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act of any Rule 23(b)(2) Settlement Class Released Party that are alleged or which could have been alleged from the beginning of time until the date of the Court's entry of the Class Settlement Preliminary Approval Order in any of the Operative Class Complaints or Class Action complaints, or in any amendments to the Operative Class Complaints or Class Action complaints, including but not limited to any claims based on or relating to:

(a) any interchange rules, interchange fees, or interchange rates, or any other Rule of any Visa Defendant or MasterCard Defendant, or any agreement involving any Visa Defendant or any MasterCard Defendant and any other Rule 23(b)(2) Settlement Class Released Party, and/or any merchant arising out of or relating to interchange rules, interchange fees, or interchange rates, card issuance, or card acceptance with respect to any Visa-Branded Card transactions in the United States or any MasterCard-Branded Card transactions in the United States;

(b) any Merchant Fee of any Rule 23(b)(2) Settlement Released Party relating to any Visa-Branded Card transactions in the United States or any MasterCard-Branded Card transactions in the United States;

(c) any actual or alleged “no surcharge” rules, “honor all cards” rules, “no minimum purchase” rules, “no discounting” rules, “non-discrimination” rules, “anti-steering” rules, Rules that limit merchants in favoring or steering customers to use certain payment systems, “all outlets” rules, “no bypass” rules, or “no multi-issuer” rules, or any other actual or alleged Rule of any Rule 23(b)(2) Settlement Class Released Party relating to any Visa-Branded Cards or any MasterCard-Branded Cards, or a merchant’s point of sale practices relating to any Visa-Branded Cards or any MasterCard-Branded Cards;

(d) any actual or alleged agreement (i) between or among any Visa Defendant and any MasterCard Defendant, (ii) between or among any Visa Defendant or MasterCard Defendant and any other Rule 23(b)(2) Settlement Class Released Party or Parties, or (iii) between or among any Visa Defendant, MasterCard Defendant, or any other Rule 23(b)(2) Settlement Class Released Party or Parties relating to conduct or Rules of any Visa Defendant or any MasterCard Defendant;

(e) any reorganization, restructuring, initial or other public offering, or other corporate structuring of any Visa Defendant or MasterCard Defendant;

(f) any service of an employee or agent of any Rule 23(b)(2) Settlement Class Released Party on any board or committee of any Visa Defendant or MasterCard Defendant;

(g) the future effect in the United States of the continued imposition of or adherence to any Rule of any Visa Defendant or MasterCard Defendant in effect in the United States as of the date of the Court’s entry of the Class Settlement Preliminary Approval Order, any Rule modified or to be modified pursuant to this Class Settlement Agreement, or any Rule that is substantially similar to any Rule in effect in the United States as of the date of the Court’s entry of the Class Settlement Preliminary Approval Order or any Rule modified or to be modified pursuant to this Class Settlement Agreement;

(h) the future effect in the United States of any conduct of any Rule 23(b)(2) Settlement Class Released Party substantially similar to the conduct of any Rule 23(b)(2) Settlement Class Released Party related to or arising out of interchange rules, interchange fees, or interchange rates, any Rule of any Visa Defendant or MasterCard Defendant modified or to be modified pursuant to this Class Settlement Agreement, any other Rule of any Visa Defendant or any MasterCard Defendant in effect as of the date of the Court’s entry of the Class Settlement Preliminary Approval Order, or any Rule substantially similar to any of the foregoing Rules;

(i) any conduct of this Action, including without limitation any settlement discussions relating to this Action, the negotiation of and agreement to this Class Settlement Agreement by the Defendants or any member or customer financial institution of the Visa Defendants or the MasterCard Defendants, or any terms or effect of this Class Settlement Agreement (other than claims to enforce this Class Settlement Agreement), including any changes in the Rule 23(b)(2) Settlement Class Released Parties’ Rules as a result of this Class Settlement Agreement;

and it is expressly agreed, for purposes of clarity, without expanding or limiting the foregoing, that any claims based on or relating to (a)-(i) above are claims that were or could have been alleged in this Action.

Provided, however, that any Opt Out that is also a member of the Rule 23(b)(2) Settlement Class shall not be deemed to have released any claims for damages based on

any Rules or other conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act of any Rule 23(b)(3) Settlement Class Released Party prior to the date of the Court's entry of the Class Settlement Preliminary Approval Order.

69. Each Rule 23(b)(2) Settlement Class Releasing Party further expressly and irrevocably waives, and fully, finally, and forever settles and releases, any and all defenses, rights, and benefits that the Rule 23(b)(2) Settlement Class Releasing Party may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained in the preceding Paragraphs 66-68. Without limiting the generality of the foregoing, each Rule 23(b)(2) Settlement Class Releasing Party expressly and irrevocably waives and releases any and all defenses, rights, and benefits that the Rule 23(b)(2) Settlement Class Releasing Party might otherwise have in relation to the release by virtue of the provisions of California Civil Code Section 1542 or similar laws of any other state or jurisdiction. SECTION 1542 PROVIDES: "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." In addition, although each Rule 23(b)(2) Settlement Class Releasing Party may hereafter discover facts other than, different from, or in addition to those that it or he or she knows or believes to be true with respect to any claims released in the preceding Paragraphs 66-68, each Rule 23(b)(2) Settlement Class Releasing Party hereby expressly waives, and fully, finally, and forever settles, discharges, and releases, any known or unknown, suspected or unsuspected, contingent or non-contingent claims within the scope of the preceding Paragraphs 66-68, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. Class Plaintiffs acknowledge, and the members of the Rule 23(b)(2) Settlement Class shall be deemed by operation of the Class Settlement Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of this Class Settlement Agreement.

70. Each Rule 23(b)(2) Settlement Class Releasing Party covenants and agrees that it shall not, hereafter, seek to establish, or permit another to act for it in a representative capacity to seek to establish, liability against any of the Rule 23(b)(2) Settlement Class Released Parties based, in whole or in part, upon any conduct covered by any of the claims released in Paragraphs 66-69 above.

71. For purposes of clarity, it is specifically intended for the release and covenant not to sue provisions of Paragraphs 66-70 above to preclude all members of the Rule 23(b)(2) Settlement Class from seeking or obtaining any form of declaratory, injunctive, or equitable relief, or damages or other monetary relief relating to the period after the date of the Court's entry of the Class Settlement Preliminary Approval Order with respect to any Rule of any Visa Defendant or any MasterCard Defendant, and the compliance by any Bank Defendant with any such Rule, as it is alleged to exist, now exists, may be modified in the manner provided in Paragraphs 40-45 and 53-57 above, or may in the future exist in the same or substantially similar form thereto.

72. For avoidance of doubt, no other provision of this Class Settlement Agreement releases any claim of a Rule 23(b)(2) Settlement Class Releasing Party that is based on:

- (a) breach of this Class Settlement Agreement;
- (b) standard commercial disputes arising in the ordinary course of business under contracts or commercial relations regarding loans, lines of credit, or other related banking or credit relations, individual chargeback disputes, products liability, breach of warranty, misappropriation of cardholder data or invasion of privacy, compliance with technical specifications for a merchant's acceptance of Credit Cards or Debit Cards, and any other

dispute arising out of a breach of any contract between any of the Rule 23(b)(2) Settlement Class Releasing Parties and any of the Rule 23(b)(2) Settlement Class Released Parties; provided, however, that Paragraphs 66-71 above and not this Paragraph shall control in the event that any such claim challenges the legality of interchange rules, interchange rates, or interchange fees, or any other Rule, fee, charge, or other conduct covered by any of the claims released in Paragraphs 66-71 above;

(c) the claims alleged in the currently operative complaints against the current defendants in (i) *NACS, et al. v. Board of Governors of the Federal Reserve System*, No. 11-CV-02075-RJL (D.D.C.), and (ii) *In re ATM Fee Antitrust Litigation*, No. 04-CV-02676-CRB (N.D. Cal) (including claims that have been asserted to have been alleged in the Second Amended or Third Amended Complaints against Bank of America, N.A.); or

(d) a claim seeking only injunctive relief against only the Visa Defendants regarding the legality of Visa's Fixed Acquirer Network Fee.

73. Each Rule 23(b)(2) Settlement Class Releasing Party further releases each of the Visa Defendants, MasterCard Defendants, and Bank Defendants and their counsel and experts in this Action from any claims relating to the defense of this Action, including the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement. Each Visa Defendant, MasterCard Defendant, and Bank Defendant releases the Class Plaintiffs, other plaintiffs in the Class Actions, Class Counsel, Class Plaintiffs' other counsel who have participated in any settlement conferences before the Court for a Class Plaintiff that executes this Class Settlement Agreement, and their respective experts in the Class Actions, from any claims relating to their institution or prosecution of the Class Actions, including the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement.

74. In the event that this Class Settlement Agreement is terminated pursuant to Paragraphs 96-98 below, or any condition for the Settlement Final Approval Date is not satisfied, the release and covenant not to sue provisions of Paragraphs 66-73 above shall be null and void and unenforceable.

Attachment B

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

[Home](#)

[FAQs](#)

[Preregistration](#)

[Documents](#)

[Request a Notice/Settlement Agreement](#)

[Contact Us](#)

Preregistration

[Create Account](#)

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Important Dates

Exclusion Deadline:

May 28, 2013

Objection Deadline:

May 28, 2013

Fairness Hearing:

September 12, 2013,
10:00 a.m.

Claim Filing Deadline:

After the September 12, 2013 hearing, a claim form will be submitted to the Court for approval and a claim deadline will then be set.

Settlement Notice



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[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)

Home

Notice of a \$6+ billion dollar class action settlement with merchants who have accepted Visa and MasterCard at any time since January 1, 2004.

This is the official website for this settlement. Please do not rely upon other sites that may provide different and unauthorized information.

The U.S. District Court for the Eastern District of New York has ordered a notification program about preliminary approval of a Class Settlement among merchants, Visa, MasterCard, and other Defendants in a class action lawsuit. The lawsuit claims that merchants paid excessive fees for accepting Visa and MasterCard because of an alleged conspiracy among the Defendants.

Settlement Benefits

The monetary portion of the Class Settlement consists of two funds. The first is a cash fund in the amount of \$6.05 billion. Any person, business or other entity that accepted Visa or MasterCard credit or debit cards in the U.S. at any time between January 1, 2004 and November 28, 2012 may be eligible to receive a payment from the \$6.05 billion fund. The second is a fund equivalent to a portion of interchange fees attributable to certain merchants that accept Visa or MasterCard credit cards for an eight-month period to start by July 29, 2013. That fund is estimated to be approximately \$1.2 billion. Additionally, the Settlement will require Visa and MasterCard to modify some of their rules for merchants that accept their cards.

Proposed Classes

There are two Classes in this proposed Class Settlement:

- A Rule 23(b)(3) Settlement Class (“Cash Settlement Class”), which includes all persons, businesses, and other entities that accepted any Visa or MasterCard cards in the U.S. at any time from January 1, 2004 to November 28, 2012, and
- A Rule 23(b)(2) Settlement Class (“Rule Changes Settlement Class”), which includes all persons, businesses, and other entities that as of November 28, 2012 or in the future accept any Visa or MasterCard cards in the U.S.

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

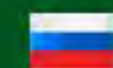
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

[Home](#)

[FAQs](#)

[Preregistration](#)

[Documents](#)

[Request a Notice/Settlement Agreement](#)

[Contact Us](#)

Preregistration

[Create Account](#)

[Log in](#)

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Settlement Notice



[Publication Notice](#)



[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)

Frequently Asked Questions

BASIC INFORMATION

1. Why did I get a Settlement Notice?
2. What is this lawsuit about?
3. What is an interchange fee?
4. Why is this a class action?
5. Why is there a settlement?
6. Am I part of this settlement?

SETTLEMENT BENEFITS

7. How much money will be provided for in this settlement?
8. How do I ask for money from this settlement?
9. What do the members of the Rule Changes Settlement Class get?

HOW TO FILE A CLAIM FORM

10. How do I file a claim?
11. Am I giving up anything by filing or not filing a claim?
12. How do I opt-out of the Cash

THE LAWYERS REPRESENTING YOU

17. Who are the lawyers that represent the Classes?
18. How much will the lawyers and Class Plaintiffs be paid?
19. How do I disagree with the requested attorneys' fees, expenses or awards to Class Plaintiffs?

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing to get my money?
22. What if I want to speak at the Hearing?

IF YOU DO NOTHING

23. What happens if I do nothing?

GETTING MORE INFORMATION

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

[Home](#)

[FAQs](#)

[Preregistration](#)

[Documents](#)

[Request a Notice/Settlement Agreement](#)

[Contact Us](#)

Documents

Category:

Keyword Search:
(document titles only)

[Advanced Search](#)

Page Size:

[Search](#)

[Reset](#)

Settlement Notice



[Publication Notice](#)



[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)



[Appendices](#)

Showing 1 - 11 of 11

Document #	Document Description	Date
1656-1 (Part 1)	Exhibit 1 to Notice of Motion: Definitive Class Settlement Agreement (main document)	10/19/2012
1656-1 (Part 2)	Definitive Class Settlement Agreement Appendix A--Class Actions in MDL 1720	10/19/2012
1656-1 (Part 3)	Definitive Class Settlement Agreement Appendix B--Class Settlement Cash Escrow Agreement	10/19/2012
1656-1 (Part 4)	Definitive Class Settlement Agreement Appendix C--Class Settlement Interchange Escrow Agreement	10/19/2012
1656-1 (Part 5)	Definitive Class Settlement Agreement Appendix D--[Proposed] Class Settlement Preliminary Approval Order	10/19/2012
1656-1 (Part 6)	Definitive Class Settlement Agreement Appendix E--[Proposed] Notice Plan	10/19/2012
1656-1 (Part 7)	Definitive Class Settlement Agreement Appendix F--[Proposed] Settlement Class Notices	10/19/2012
1656-1 (Part 8)	Definitive Class Settlement Agreement Appendix G--[Proposed] Class Settlement Order and Final Judgment	10/19/2012
1656-1 (Part 9)	Definitive Class Settlement Agreement Appendix H--Counsel Names and Contact Information	10/19/2012
1656-1 (Part 10)	Definitive Class Settlement Agreement Appendix I--[Proposed] Plan of Administration and Distribution	10/19/2012
1656-1 (Part 11)	Definitive Class Settlement Agreement Appendix J--Final Judgment in United States v. American Express	10/19/2012

Questions? 1-800-625-6440 or info@PaymentCardSettlement.com

Attachment C

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

[Inicio](#)

[Preguntas frecuentes](#)

[Registro previo](#)

[Documentos](#)

[Solicitar un aviso/acuerdo conciliatorio](#)

[Contáctenos](#)

Preregistration

[Create Account](#)

[Log in](#)

Fechas importantes

Fecha límite para la exclusión:

28 de mayo de 2013

Fecha límite para presentar objeciones:

28 de mayo de 2013

Audiencia de imparcialidad:

12 de septiembre de 2013,
10:00 a.m.

Fecha límite para presentar la reclamación:

Después de la audiencia del 12 de septiembre de 2013, se presentará un formulario de reclamación al Tribunal para su aprobación y luego se establecerá una fecha límite para la reclamación.

Aviso del acuerdo



[Aviso de publicación](#)



[Aviso largo](#)

Inicio

Aviso sobre un acuerdo de demanda colectiva por más de 6,000 millones de dólares con comerciantes que aceptaron las tarjetas Visa y MasterCard en algún momento desde el 1.º de enero de 2004.

Este es el sitio web oficial de este acuerdo. No confíe en otros sitios que puedan ofrecer información no autorizada y diferente.

El Tribunal de Distrito de los EE. UU. para el Distrito Este de Nueva York ha ordenado un programa de notificación sobre la aprobación preliminar de un acuerdo conciliatorio entre comerciantes, Visa, MasterCard y otros demandados en una demanda colectiva. La demanda sostiene que los comerciantes pagaron tasas excesivas por aceptar las tarjetas Visa y MasterCard debido a una supuesta conspiración entre los demandados.

Beneficios del acuerdo

La parte monetaria del acuerdo consiste en dos fondos. El primero es un fondo en dinero en efectivo que asciende a \$6,050 millones. Cualquier persona, empresa u otra entidad que haya aceptado las tarjetas de crédito o débito Visa o MasterCard en los Estados Unidos en algún momento del período comprendido entre el 1.º de enero de 2004 y el 28 de noviembre de 2012 puede ser elegible para recibir un pago del fondo de \$6,050 millones. El segundo es un fondo equivalente a una parte de las tasas de intercambio imputables a ciertos comerciantes que acepten las tarjetas de crédito Visa o MasterCard durante un período de ocho meses a partir del 29 de julio de 2013. Se calcula que el fondo asciende a aproximadamente \$1,200 millones. Además, el acuerdo exigirá que Visa y MasterCard modifiquen algunas de sus reglas para los comerciantes que acepten estas tarjetas.

Grupos propuestos

En este acuerdo conciliatorio propuesto existen dos grupos:

- un Grupo de demandantes de dinero en efectivo (Grupo de demandantes en virtud de la Regla 23(b)(3)), que incluye a todas las personas, empresas y otras entidades que aceptaron tarjetas Visa o MasterCard en los EE. UU. en cualquier período comprendido entre el 1.º de enero de 2004 y el 28 de noviembre de 2012; y

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

[В начало](#)

[ЧАВО](#)

[Предварительная регистрация](#)

[Документы](#)

[Запрос об уведомлении](#)

[Связаться с нами](#)

Preregistration

[Create Account](#)

[Log in](#)

Важные даты

**Крайний срок для
исключения из группы:**
28 мая 2013 г.

**Крайний срок для
представления
возражений:**
28 мая 2013 г.

Объективное слушание:
12 сентября 2013 г.,
10:00

**Крайний срок для подачи
заявления:**
После слушания 12 сентября
2013 г. бланк заявления
может быть подан в Суд на
утверждение и будут
установлены сроки для
подачи заявления.

**Уведомление о
мировом соглашении**



[Публикация
уведомления](#)

В начало

Уведомление об урегулировании группового иска с мировым соглашением на сумму более 6 миллиардов долларов США с торгово-сервисными предприятиями, принимавшими платежные карты Visa и MasterCard в период с 1 января 2004 г.

Это официальный веб-сайт с информацией об этом мировом соглашении. Не полагайтесь на другие веб-сайты, которые могут предоставлять другую, несанкционированную информацию.

Окружным судом США, Восточный округ, город Нью-Йорк, выдано распоряжение о программе уведомления о предварительном утверждении мирового соглашения по групповому иску между торгово-сервисными предприятиями, Visa, MasterCard и другими ответчиками. В исковом заявлении утверждается, что торгово-сервисные предприятия платили избыточные суммы комиссии при принятии платежных карт Visa и MasterCard из-за предполагаемого сговора между ответчиками.

Выгоды от мирового соглашения

В денежной части мирового соглашения идет речь о создании двух фондов. Первый представляет собой наличный фонд в размере 6,05 миллиарда долларов США. Любое лицо, субъект хозяйствования или другая организация, которая принимала кредитные или дебетовые карты Visa или MasterCard в США в период между 1 января 2004 г. и 28 ноября 2012 г., может обладать правом получения денежных выплат из фонда размером 6,05 миллиарда долларов США. Размер второго фонда эквивалентен доле сумм межбанковской комиссии, приходящихся на определенные торгово-сервисные предприятия, принимающие кредитные карты Visa или MasterCard в течение периода продолжительностью восемь месяцев, начиная с 29 июля 2013 г. По предварительным оценкам, его размер составит около 1,2 миллиарда долларов США. Кроме того, мировым соглашением предусматривается изменение некоторых правил, установленных Visa и MasterCard для торгово-сервисных предприятий, которые принимают их платежные карты.

Предполагаемые группы

Мировым соглашением предполагается создание двух групп расчета:

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

홈페이지

자주 묻는 질문

사전등록

문서

공지/합의 계약 요청

문의처

Preregistration

Create Account

Log in

중요 날짜

탈퇴 기한

2013년 5월 28일

이의제기 기한

2013년 5월 28일

공정성 심리

2013년 9월 12일

오전 10:00

청구 제출 기한

청구서는 2013년 9월 12일 청문회 이후 승인을 위해 법원으로 제출되며 청구 기한은 그 다음에 정해집니다.

합의 공지



매체발표 공지



잠문 공지

합의 동의서



기본 문서



합의

홈페이지

60억 달러 이상의 집단소송 합의 공지 - 2004년 1월 1일 이래 비자와 마스터카드를 받은 가맹점 대상.

이는 본 합의의 공식 웹사이트입니다. 승인되지 않은 다른 정보를 제공할 수 있는 다른 사이트들에 의존하지 마십시오.

미국 연방 법원 뉴욕 동부 지원은 집단소송건에서 가맹점, 비자, 마스터카드 및 기타 피고 간의 집단소송 합의 예비 승인에 관한 공지 프로그램을 지시했습니다. 본 소송건은 피고들 간의 추정된 공모로 인해 가맹점들이 비자와 마스터카드를 받는 데 과도한 수수료를 냈다고 주장했습니다.

합의의 혜택

집단 합의의 합의 금액은 두 가지로 구성됩니다. 첫 번째는 60억5천만 달러의 현금 보상액입니다. 2004년 1월 1일에서 2012년 11월 28일 사이에 비자나 마스터카드의 신용카드 또는 직불카드를 결제 수단으로 받은 개인, 사업체, 또는 여타 법인들이 60억5천만 달러의 합의금에서 보상을 받을 수 있는 자격이 있습니다. 두 번째는 2013년 7월 29일에 시작되는 8개월 기간 동안 비자 및 마스터카드 신용카드를 받는 가맹점들에 해당되는 정산 수수료의 금액과 동일합니다. 해당 금액은 약 12억 달러로 추정됩니다. 또한, 본 합의에 따라 비자와 마스터카드는 그들의 카드를 받는 가맹점들을 위해 일부 규정을 변경해야 합니다.

제안 집단

제안된 집단 합의서에는 두 가지 집단이 있습니다.

- 규정 23(b)(3) 합의 집단("현금 합의 집단"), 즉 2004년 1월 1일에서 2012년 11월 28일까지의 기간 내에 미국에서 비자 또는 마스터카드를 결제수단으로 받은 모든 개인, 사업체 및 기타 법인을 포함
- 규정 23(b)(2) 합의 집단("규정 변경 합의 집단"), 즉 2012년 11월 28일 현재 또는 향후에 미국에서 비자 또는 마스터카드의 카드를 받는 모든 개인, 사업체 및 기타 법인을 포함.

탈퇴 또는 이의 제기 요청

현금 합의 집단 일원은 해당 집단에서 탈퇴할 수 있습니다. 규정 변경 합의 집단 일원은 해당 집단에서 탈퇴할 수 없습니다. 두 집단의 일원은 제안된 집단 합의의 어떠한 부분에도 이의를 제기할 수 있습니다. 이의 제기 또는 탈퇴 기한은 2013년 5월 28일입니다. 잠문 공지에는 탈퇴 또는 이의 제기 요청 방법이 설명되어 있습니다.

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

ホーム

FAQ

事前登録

ドキュメント

告知/和解契約の要請

お問い合わせ

Preregistration

Create Account

Log in

主要日程

除外選択期限:

2013年5月28日

異議申し立て期限:

2013年5月28日

公正審理のためのヒアリング:

2013年9月12日

午前10時

支払請求期限:

2013年9月23日のヒアリングの後、請求書が裁判所に提出され、この承認を受けて請求期限が設定されます。

和解告知



掲載用告知



長文式告知

和解契約



主文



付添

ホーム

2004年1月1日以降にVisaまたはMasterCard による支払いを受け入れた加盟店が参加する 集団訴訟による和解金60億ドル超に関する告知

こちらが、この和解案の公式ウェブサイトです。異なる情報、あるいは未承認の情報を提供する他のウェブサイト信頼しないでください。

ニューヨーク東地区連邦地方裁判所は、集団訴訟の加盟店、Visa、MasterCard、その他の被告の間で成立した和解案が暫定的に承認されたことを告知するよう命令しました。この訴訟では、被告らが共謀して、VisaまたはMasterCardによる支払いの受け入れに伴う手数料を加盟店から過剰に徴収していたことが申し立てられています。

和解案に基づく給付

この和解案に基づく給付金は2種類の資金で構成されています。1つ目は、60億5,000万ドルの現金資金です。2004年1月1日から2012年11月28日の間にVisaまたはMasterCardのクレジットカードまたはデビットカードによる支払いを米国で受け入れた個人、企業、その他の事業体には、この資金からの支払いを受け取る資格がある可能性があります。もう1つの資金は、2013年7月29日より前の日付に開始される8カ月の期間にVisaまたはMasterCardクレジットカードによる支払いを受け入れる加盟店から徴収されるインターチェンジフィーの一部に相当し、約12億ドルと推定されています。また、この和解案では、VisaまたはMasterCardによる支払いを受け入れている加盟店に対する適用規則を変更することも、VisaおよびMasterCardに対して要求されます。

和解案に基づくクラス

この和解案では次の2つのクラス（集団）が形成されます。

- 規則23(b)(3) 和解クラス（「現金和解クラス」）：2004年1月1日から2012年11月28日の間に米国内でVisaカードまたはMasterCardカードによる支払いを受け入れたすべての個人、企業、その他の事業体を含みます。
- 規則23(b)(2) 和解クラス（「規則変更和解クラス」）：2012年11月28日現在またはそれ以降に米国内でVisaカードまたはMasterCardカードによる支払いを受け入れている、または受け入れるすべての個人、企業、その他の事業体を含みます。

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

หน้าแรก

คำถาม-คำตอบ

การลงทะเบียนล่วงหน้า

เอกสาร

ร้องขอคำบอกกล่าว/ข้อตกลงการประนีประนอมยอมความ

ติดต่อเรา

Preregistration

Create Account

Log in

วันที่ที่สำคัญ

วันสิ้นสุดการเพิกถอน:

28 พฤษภาคม 2556

วันสิ้นสุดการคัดค้าน:

28 พฤษภาคม 2556

การพิจารณาตัดสินความ

ยุติธรรม:

12 กันยายน 2556

10:00 น.

วันสิ้นสุดการยื่นส่งการเรียกร้อง

หลังจากการพิจารณาตัดสินความ

ในวันที่ 12 กันยายน 2556 แบบ

ฟอร์มการเรียกร้องการจะถูกยื่นส่ง

ต่อศาลเพื่อขออนุมัติและจากนั้นก็

จะมีการกำหนดวันสิ้นสุดการเรียก

ร้อง

คำบอกกล่าวความตกลง



[การพิมพ์เผยแพร่คำบอก](#)

[กล่าว](#)



[คำบอกกล่าวฉบับสมบูรณ์](#)

ข้อตกลงการประนีประนอม

หน้าแรก

**คำบอกกล่าวเรื่องความตกลงของการฟ้องคดีในนามกลุ่มบุคคล เป็นเงินจำนวน
กว่า 6 พันล้านเหรียญสหรัฐฯ กับผู้ประกอบการค้าที่ได้ยอมรับการชำระเงินด้วย
Visa และ
MasterCard ตั้งแต่วันที่ 1 มกราคม 2547**

นี่คือเว็บไซต์อย่างเป็นทางการสำหรับความตกลงนี้ กรุณาอย่าเชื่อถือเว็บไซต์อื่นที่อาจให้ข้อมูลที่ยังไม่ได้รับ
อนุญาตและแตกต่างกัน

U.S. District Court, Eastern District of New York (ศาลแขวงแห่งเขตตะวันออกของนิวยอร์ก ประเทศสหรัฐฯ) ได้
อนุมัติคำสั่งสำหรับโปรแกรมคำบอกกล่าวเกี่ยวกับการอนุมัติเบื้องต้นของความตกลงระหว่างผู้ประกอบการค้าต่างๆ, Visa,
MasterCard และจำเลยอื่นๆ ในคดีพิพาทตามการฟ้องคดีในนามกลุ่มบุคคล คดีพิพาทนี้อ้างว่าผู้ประกอบการค้าทั้งหลาย
ต้องจ่ายค่าธรรมเนียมจำนวนสูงเกินกว่าควรสำหรับการยอมรับบัตรเครดิต Visa และ MasterCard เนื่องด้วยการสมรู้ร่วมคิด
ระหว่างจำเลยทั้งหลาย

ผลประโยชน์ของความตกลง

ส่วนที่เกี่ยวกับตัวเงินของความตกลงของกลุ่มนี้ประกอบด้วยกองทุนสองกองทุน ส่วนแรกคือกองทุนเงินสดจำนวน 6.05
พันล้านเหรียญสหรัฐฯ บุคคล ธุรกิจหรือนิติบุคคลรายใดก็ตามที่ได้ยอมรับ Visa หรือ MasterCard หรือบัตรเดบิตในสหรัฐฯ
ระหว่างวันที่ 1 มกราคม 2547 ถึงวันที่ 28 พฤศจิกายน 2555 อาจมีสิทธิ์ตามกฎหมายในการได้รับการจ่ายเงินจากกองทุน
จำนวน 6.05 พันล้านเหรียญสหรัฐฯ นี้ ส่วนที่สองคือจำนวนเงินที่เทียบเท่ากับส่วนของค่าธรรมเนียมการแลกเปลี่ยนที่มีหลัก
ฐานอ้างอิงสำหรับผู้ประกอบการค้าบางรายที่ได้ยอมรับบัตรเครดิต Visa หรือ MasterCard ในช่วงเวลาแปดเดือนเริ่มตั้งแต
วันที่ 29 กรกฎาคม 2556 กองทุนดังกล่าวประมาณไว้ที่จำนวน 1.2 พันล้านเหรียญสหรัฐฯ นอกจากนี้ ความตกลงนี้จะกำหนด
ให้ Visa และ MasterCard ปรับเปลี่ยนกฎข้อบังคับบางข้อสำหรับผู้ประกอบการค้าที่รับบัตรของตน

การนำเสนอกลุ่ม

ความตกลงในนามกลุ่มบุคคลนี้มีการนำเสนอกลุ่มบุคคลจำนวนสองกลุ่ม:

- มาตรา 23(b)(3) ว่าด้วย Settlement Class ("Cash Settlement Class" [กลุ่มบุคคลที่ร่วมฟ้องเพื่อความตกลงที่
เป็นเงินสด]) ซึ่งประกอบด้วยบุคคล ธุรกิจและนิติบุคคลอื่นทั้งหมดที่ได้รับบัตร Visa หรือ MasterCard ใน
สหรัฐอเมริกา ตั้งแต่วันที่ 1 มกราคม 2547 ถึง 28 พฤศจิกายน 2555 และ
- มาตรา 23(b)(2) ว่าด้วย Settlement Class ("Rule Changes Settlement Class" [กลุ่มบุคคลที่ร่วมฟ้องเพื่อความ
ตกลงที่เป็นการเปลี่ยนแปลงกฎข้อบังคับ]) ซึ่งประกอบด้วยบุคคล ธุรกิจและนิติบุคคลอื่นทั้งหมดที่ยอมรับบัตร Visa หรือ

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

Trang chủ

Các Câu Hỏi Thường Gặp

Đăng Ký Trước

Hồ Sơ

Yêu cầu một Thông Báo

Liên hệ với Chúng tôi

Preregistration

Create Account

Log in

Những Ngày Quan Trọng

Hạn Loại Trừ:

Ngày 28 tháng 5 năm 2013

Hạn Phán Đối:

Ngày 28 tháng 5 năm 2013

Phiên Xét Xử Công Bằng:

Ngày 12 tháng 9 năm 2013,
10:00 sáng

Hạn Nộp Yêu Cầu Bồi

Thường:

Sau phiên xét xử ngày 12 tháng 9 năm 2013, một mẫu yêu cầu bồi thường sẽ được nộp cho Tòa Án để duyệt xét và sau đó thời hạn yêu cầu bồi thường sẽ được thiết lập.

Thông Báo Dàn Xếp



[Thông Báo Xuất Bản](#)



[Thông Báo Mẫu Dài](#)

Thỏa Thuận Dàn Xếp

Trang chủ

Thông báo về thỏa thuận dàn xếp vụ kiện tập thể 6+ tỷ USD với các thương gia đã chấp nhận Visa và MasterCard tại bất kỳ thời điểm nào kể từ ngày 1 tháng 1 năm 2004.

Đây là trang web chính thức của thỏa thuận dàn xếp này. Vui lòng không dựa vào các trang web khác có thể cung cấp các thông tin khác và không được ủy quyền.

The U.S. District Court for the Eastern District of New York (Tòa Án Quận Hoa Kỳ, Quận Đông New York) đã yêu cầu một chương trình thông báo phê chuẩn sơ bộ Thỏa Thuận Dàn Xếp Nhóm giữa các thương gia, Visa, MasterCard, và các Bị cáo khác trong vụ kiện tập thể. Vụ kiện tuyên bố rằng các thương gia phải trả thêm phí cho việc chấp nhận Visa và MasterCard vì một âm mưu bị cáo buộc giữa các Bị cáo.

Các Lợi Ích Của Thỏa Thuận Dàn Xếp

Phần tiền của Thỏa Thuận Dàn Xếp Nhóm bao gồm hai quỹ. Đầu tiên là một quỹ tiền mặt trị giá \$6,05 tỷ USD. Bất kỳ cá nhân, doanh nghiệp hoặc thực thể nào khác đã chấp nhận thẻ tín dụng hoặc thẻ ghi nợ Visa hoặc MasterCard tại Hoa Kỳ tại bất kỳ thời điểm nào từ ngày 1 tháng 1 năm 2004 đến ngày 28 tháng 11 năm 2012 có thể đủ điều kiện để nhận thanh toán từ quỹ 6,05 tỷ USD. Thứ hai là một quỹ tương đương với một phần của lệ phí trao đổi có thể quy cho một số thương gia nhất định chấp nhận thẻ tín dụng Visa hoặc MasterCard trong khoảng thời gian 8 tháng bắt đầu từ ngày 29 tháng 7 năm 2013. Quỹ đó được ước tính vào khoảng 1,2 tỉ USD. Ngoài ra, Thỏa thuận dàn xếp sẽ yêu cầu Visa và MasterCard sửa đổi một số quy tắc đối với các thương gia chấp nhận thẻ của họ.

Các Nhóm Được Đề Xuất

Có 2 Nhóm trong Thỏa Thuận Dàn Xếp Tập Thể được đề xuất này:

- Nhóm Dàn Xếp Quy Tắc 23(b)(3) (“Nhóm Dàn Xếp Tiền Mặt”), bao gồm tất cả các cá nhân, doanh nghiệp và các thực thể chấp nhận bất kỳ thẻ Visa hoặc MasterCard nào tại Hoa Kỳ ở bất kỳ thời điểm nào từ ngày 1 tháng 1 năm 2004 đến ngày 28 tháng 11 năm 2012, và
- Nhóm Dàn Xếp Quy Tắc 23(b)(2) (“Nhóm Dàn Xếp Thay Đổi Quy Tắc”), bao gồm tất cả các cá nhân, doanh nghiệp và các thực thể chấp nhận bất kỳ thẻ Visa hoặc MasterCard nào tại Hoa Kỳ từ ngày 28 tháng 11 năm 2012 hoặc trong tương lai.

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720



English



Español



Русский



한국어



日本語



ภาษาไทย



Tiếng Việt



汉语

首页

常见问题解答

预登记

文档

索取通知/和解协议

联系我们

Preregistration

Create Account

Log in

重要日期

退出的截止日期:

2013年5月28日

反对的截止日期:

2013年5月28日

公平听证会:

2013年9月12日,
早上10点

索赔递交截止日期:

2013年9月12日的听证会后, 索赔申请表将被递交给法院以获批准, 并且届时将确定一个索赔截止日期。

和解通知



公告通知



长式通知

和解协议



主文件



附件

首页

针对自**2004年1月1日**起在任何时间接受威士卡和万事达卡商家的一项关于**60多亿美元**的集体诉讼和解通知。

本网站是该和解的官方网站。请勿倚赖其他网站, 上面可能提供未经授权的不同信息。

美国联邦地区法院纽约东区已经下发公告, 对针对商家、威士公司、万事达公司和此起集体诉讼中的其他被告的集体和解进行初步审批。该诉讼称各被告之间形成共谋, 对接受威士卡和万事达卡的商家收取额外费用。

和解利益

集体和解款项由两部分资金组成。第一部分款项为总计60.5亿美元的现金和解金。凡是在2004年1月1日至2012年11月28日期间任何时间在美国使用威士卡和万事达信用卡的个人、企业和其他实体, 均有资格从60.5亿美元的和解金中获得赔付。第二部分款项相当于在2013年7月29日前的8个月期间内接受威士和万事达信用卡的特约商家应得的部分交换费。该款项估计约为12亿美元。此外, 和解还将要求威士公司和万事达公司修改一些其适用于接受威士卡和万事达卡商家的规定。

提议集体

该提议集体和解中有两大集体:

- 规定23(b)(3)和解集体(“现金和解集体”), 包括所有在美国自2004年1月1日至2012年11月28日期间在任何时间接受威士卡和万事达卡的个人、企业和其他实体; 以及
- 规定23(b)(2)和解集体(“变更规定和解集体”), 包括所有在美国自2012年11月28日起或在未来接受威士卡和万事达卡的个人、企业和其他实体。

要求退出或反对

现金和解集体的成员可退出该集体。“变更规定和解集体”成员不可退出该集体。任何一方集体成员均可反对提议的集体和解的任何条款。反对或退出任一集体的截止日期为**2013年5月28日**。长式通知说明了如何申请退出任一集体或提出反对。

集体法律顾问

法院已经指定 Robins、Kaplan、Miller & Ciresi LLP、Berger & Montague、PC 以及 Robbins Geller Rudman & Dowd LLP 律师事务所作为代表集体的集体法律顾问。

Attachment D

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

[Home](#)

[FAQs](#)

[Preregistration](#)

[Documents](#)

[Request a Notice/Settlement Agreement](#)

[Contact Us](#)

Danny's Pizza, LLC.

[Account Settings](#)

[Log Off](#)

Important Dates

Exclusion Deadline:

May 28, 2013

Objection Deadline:

May 28, 2013

Fairness Hearing:

September 12, 2013,
10:00 a.m.

Claim Filing Deadline:

After the September 12, 2013 hearing, a claim form will be submitted to the Court for approval and a claim deadline will then be set.

Settlement Notice



[Publication Notice](#)



[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)

Preregistration

[Introduction](#)

[Submitter Info](#)

[Merchant Info](#)

[Locations](#)

[Certification](#)

Introduction

Claim Forms are not available at this time. If the Court approves the settlement at or following the September 12, 2013 Fairness Hearing, the Court will then approve a Claim Form and set a claim deadline. If you received a Settlement Notice in the mail, a Claim Form will be mailed or emailed to you automatically. The Claim Form will also be posted on this website.

Preregistration is optional and does not affect your rights under the settlement. Merchants with multiple locations and/or franchise locations as well as single location merchants are encouraged to Preregister. The information you provide will be used to assist the Class Administrator in the preparation of your Claim Form.

Each Preregistration submission is limited to one Tax Identification Number (TIN). The TIN can be either an Employer Identification Number (format: nn-nnnnnnn) or a Social Security Number (format: nnn-nn-nnnn). If you accepted MasterCard or Visa credit cards under more than one TIN since January 1, 2004, create a separate Account for each TIN.

To begin, click "Create Account" or "Log in" as a returning user.

After completing each section, click "Save & Continue." To complete the process, click "Submit" in the last section titled "Certification." You will then receive a Preregistration Confirmation Code and a confirmation email.

Return to this website to provide additional and/or corrected information using your sign-in information.

[Continue](#)

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

[Home](#)

[FAQs](#)

[Preregistration](#)

[Documents](#)

[Request a Notice/Settlement Agreement](#)

[Contact Us](#)

Preregistration

[Create Account](#)

[Log in](#)

Important Dates

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Settlement Notice



[Publication Notice](#)



[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)

Create Account

** Required*

Business Tax ID *

(12-3456789 or 123-45-6789)

?

Confirm Business Tax ID *

MailID

(1234-12345678-1)

?

[Look Up](#)

Business Legal Name *

Did the business dissolve since January 1, 2004?

Did the business ownership change since January 1, 2004?

Has there been a bankruptcy or other litigation covering any time since January 1, 2004 that would impact the right to claim a payment for this business from the Payment Card settlement?

Submitter First Name *

Submitter Middle Initial

Submitter Last Name *

Submitter Email Address *

?

Confirm Email Address *

Password *

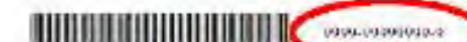
Confirm Password *

[Create Account](#)

Mail ID

If you received a notice in the mail, the 13-digit Mail ID is underneath "Legal Notice about a class action settlement," and to the right of the barcode. If you did not receive a Notice in the mail or do not know your Mail ID, leave this field blank.

Legal Notice about a class action settlement.



Mail ID

0001-00001 *****AUTO**SCH 5-DIGIT 55305
SAMPLE A. SAMPLE
123 MAIN STREET

Danny's Pizza, LLC.

Account Settings

Log Off

Important Dates

Exclusion Deadline:

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Settlement Notice



Publication Notice



Long-Form Notice

Settlement Agreement



Main Document



Appendices

Print Page

Preregistration



Submitter Information

Business Owner/Business Employee: If you are submitting information for your business, the Submitter Information on this page and the Merchant Information on the following page may be the same.

Authorized Representative: If you are submitting information on behalf of a merchant class member, please provide information about your organization rather than your client on this page. On the next page ("Merchant Information"), provide information about your client.

* Required

I am *

- Business Sole Owner
- Business Co-Owner
- Business Employee
- Representative (e.g. accountant or attorney)
- Third-Party Claim Filer

Email Address *

Confirm Email Address *

First Name *

Middle Initial

Last Name *

Title

Organization Name *

Country *

Address (line 1) *

Address (line 2)

City *

State *

Zip Code *

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

- Home
- FAQs
- Preregistration
- Documents
- Request a Notice/Settlement Agreement
- Contact Us

Preregistration



Danny's Pizza, LLC. [Account Settings](#) [Log Off](#)

Locations

Provide your operating locations that have accepted Visa and/or MasterCard since January 1, 2004. You must enter at least one location (which may be the same as the business address you already provided). If you have multiple locations, you may use the Excel Upload Option below.


After entering each location, you will be able to enter payment processors you have used at that location to accept Visa and/or MasterCard.

- [Add Location](#)
- [Delete All Locations](#)
- [Continue To Certification](#)
- [Print Page](#)

Showing 1 - 4 of 4 Show Items: 10

		Location ID	Location Name	Address (Line 1)	Address (Line 2)	City	State	Zip Code	Processors
Edit	Delete	3	East-side Restaurant	7885 NE 32nd St	Suite 200	Portland	OR	97219	2
Edit	Delete	1	Main Office	1234 SW 12th Ave		Portland	OR	97219	4
Edit	Delete	2	West-side Restaurant	2112 E Arapaho Rd		Portland	OR	97219	3

Excel Upload Option

 [Click here to download and save a blank Excel template.](#)

In the Excel template, the first worksheet has Instructions and the second worksheet is the form to complete. In addition to the location name and address, you will be directed to enter the payment processor(s) you have used at that location since January 1, 2004 along with related merchant number(s). Please note, if you have had multiple payment processors for a single operating location, enter a row for each location and payment processor combination.

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

- Home
- FAQs
- Preregistration
- Documents
- Request a Notice/Settlement Agreement
- Contact Us

Preregist

Introduction

Danny's E

Location De

Click "Add Proc

Enter Processors

Number (somet
record for each

Edit Locati

* Required

Location ID*

Location Nam

Address (Line

Address (Line

City*

State*

Zip Code*

Save

Cancel

Location successfully saved.

Add Processor

Delete All Processors

Add New Location

Return To Locations

Manage Payment Processors

Top 100 Processors

- Alpha Card Services
- Approval Payment Solutions
- Arvest Bank
- Bank of America (BAMS)
- Bank of Hawaii
- Bankcard Services
- BB&T
- BBVA Compass
- BluePay (bought Primax)
- Capital One Merchant Services
- Central Bank
- Central Payment
- Century Bankcard Services
- Chase Paymentech Solutions
- Chesapeake Bank
- Citi Merchant Services
- Clearent
- Columbia Bank
- Commerce Bank
- Complete Merchant Solutions



My Processors

- Capital One Merchant Services
- Central Payment
- Century Bankcard Services
- Citi Merchant Services
- First Citizens Bank
- MeritCard Solutions
- Merrick Bank

Add Other Processor

For processors you have used since January 1, 2004 that are not included in the Top 100 list above, enter each processor name separately and then click Add.

Add

Save

one Merchant
rate Processor

Preregistration

Introduction > Submitter Info > Merchant Info > **Locations** > Certification

Danny's Pizza, LLC.

Account Settings

Log Off

Location Details

Click "Add Processor" to add a Payment Processor. You may add multiple Processors for each location.

Enter Processors you have used to accept Visa and/or MasterCard at this location since January 1, 2004. If you have more than one Merchant Number (sometimes called the "Merchant Account Number") for a single Payment Processor at the same Location, create a separate Processor record for each unique Processor and Merchant Number combination.

Edit Location

** Required*

Location ID* ?

Location Name* ?

Address (Line 1)* ?

Address (Line 2)

City*

State* ▼

Zip Code*

Add Processor

Delete All Processors

Add New Location

Return To Locations

		Name	Merchant Number	Opened Date	Closed Date
Edit	Delete	Capital One Merchant Services	23189631646974448	8/6/1996	7/14/2000
Edit	Delete	First Citizens Bank	844533388434938486	7/14/2000	8/24/2004
Edit	Delete	Century Bankcard Services	87676547883834985438	8/24/2004	2/3/2009
Edit	Delete	MeritCard Solutions	87686833449349797934	2/3/2009	

Continue to Certification

Payment Card Interchange Fee Settlement

Official Court-authorized settlement website

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

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Danny's Pizza, LLC.

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Important Dates

Exclusion Deadline:

May 28, 2013

Objection Deadline:

May 28, 2013

Fairness Hearing:

September 12, 2013,
10:00 a.m.

Claim Filing Deadline:

After the September 12, 2013 hearing, a claim form will be submitted to the Court for approval and a claim deadline will then be set.

Settlement Notice



[Publication Notice](#)



[Long-Form Notice](#)

Settlement Agreement



[Main Document](#)

Preregistration

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[Submitter Info](#)

[Merchant Info](#)

[Locations](#)

[Certification](#)

Complete

Thank you for completing the preregistration process. Your confirmation number is provided below.

Confirmation Number: CA4719-PD95LTRS

Merchant Report

Sort Order

- Entry/Excel Order
- Location ID
- Zip Code

[Generate Report](#)