

EXHIBIT 9

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

_____	X	
In re PAYMENT CARD INTERCHANGE	:	MDL No. 1720(JG)(JO)
FEE AND MERCHANT DISCOUNT	:	
ANTITRUST LITIGATION	:	Civil No. 05-5075(JG)(JO)
_____	:	
This Document Relates To:	:	DECLARATION OF MIGUEL R. RIVERA,
	:	ESQ. AND JAY ANDREWS, ESQ.
	:	
ALL ACTIONS.	:	
_____	X	

We, Miguel R. Rivera and Jay Andrews, pursuant to 28 U.S.C. §1746, jointly hereby declare as follows:

1. I, Miguel R. Rivera, am an attorney who was duly admitted to the practice of law in the state of Indiana in 1990. I also possess a restricted, corporate license to practice law in Kansas as of December 2012. I am Division Senior Vice President and General Counsel at Payless ShoeSource, Inc. (“Payless”). I work in the Payless corporate headquarters in Topeka, Kansas, and have been employed by the company for approximately 19 months. I have personal knowledge of the matters in the declaration since joining the company in 2011, and I rely on information from others in the company, documents that I have reviewed, and information from outside counsel, Michael M. Buchman (“Counsel”), to support the factual declarations that occurred prior to my joining the company. I respectfully submit this declaration in further support of final approval of the settlement and an incentive award for Payless. If called as a witness, I could and would testify competently to the information provided herein.

2. I, Jay Andrews, am an attorney who was duly admitted to the practice of law in the states of Iowa and Kansas in 1992 and 2000 respectively. I am Group Counsel – Litigation/Employment at Payless. I work in the Payless corporate headquarters in Topeka, Kansas, and have been employed by the company for 13 years. I was the primary Payless lawyer who worked with counsel in *In re Visa Check/MasterMoney Antitrust Litig.*, No. 96 CV 5238 (JG)(JO) (E.D.N.Y.). Similarly, I have been directly involved with this matter since its inception, and have personal knowledge of the facts stated in this declaration which was prepared with the assistance of Counsel. I respectfully submit this declaration in further support of final approval of the settlement and an incentive award for Payless. If called as a witness, I could and would testify competently to the information provided herein.

3. We previously submitted a declaration in support of the proposed settlement in this case on April 11, 2013. Dkt. No. 2113-13.

4. As we said in our previous declaration, we and Payless, believe that the proposed settlement is fair, reasonable and adequate and in the best interest of all members of the Rule 23(b)(2) and (b)(3) Settlement Classes.

5. We understand that many objections have been filed in opposition to the proposed settlement, including the objections made by some of the named plaintiffs.

6. In particular, we are familiar with the unfounded claim, made by NACS and others, that the named plaintiffs that signed the Class Settlement Agreement did so only in exchange for the promise of receiving incentive awards. With respect to Payless, this is completely false and we are offended by this unfounded claim.

7. Payless agreed to serve as a class representative in this case without any promise that it would receive an incentive award if the case settled. Notably, Payless did not receive an incentive award nor anything of value for serving as a class representative in the prior litigation. Payless had no expectation when it decided to file suit in this case and serve, once again, as class representative that it would receive anything of value for its service as a class representative in the case.

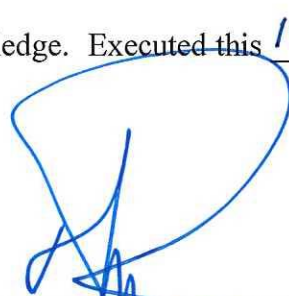
8. There simply was no “quid pro quo,” as the objectors’ contend nor any factual basis to even remotely suggest such an argument.

9. We and Payless have always understood that the decision whether to award incentive payments to class representatives, and the amount of any such awards, lies solely within the sound discretion of this Court.

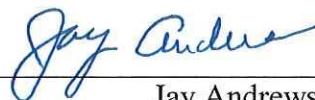
10. As in the prior litigation, Payless carefully evaluated the proposed settlement and its alternatives, and concluded that it was an excellent result for the Rule 23(b)(2) and (b)(3) Settlement Classes. Indeed, Payless retained an independent counsel to analyze the terms of the settlement and provide an opinion as to whether the settlement was in the best interests of Payless and the Class. Our decision to sign the Class Settlement Agreement was based, in part, upon that independent evaluation. The decision to support this settlement was also based upon the outstanding recovery achieved in this potentially historic case and the overall benefit to the Class.

11. On behalf of Payless, we respectfully request that this Court grant final approval of the Class Settlement Agreement and Plan of Administration and Distribution, and enter judgment accordingly.

We declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct to the best of our knowledge. Executed this ^{14th} day of August, 2013, at Topeka, Kansas.



Miguel R. Rivera, Esq.
Division Senior Vice President – General Counsel
Payless ShoeSource, Inc.



Jay Andrews, Esq.
Group Counsel – Litigation/Employment
Payless ShoeSource, Inc.