UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

IN RE PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT ANTITRUST LITIGATION

This Document Applies to: All Cases.

No. 05-MD-01720 (MKB) (JO)

# 2019 DECLARATION OF NICOLE HAMANN ON CLASS ADMINISTRATOR'S IMPLEMENTATION OF SETTLEMENT NOTICE PLAN

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

- 1. I am Managing Director for Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the Class Administrator in the above-captioned case. In this capacity, I am authorized to make the following declaration on behalf of Epiq. I received my Bachelor of Science degree in biochemistry from the University of Washington and hold a Master of Business Administration degree from the University of Oregon. I have first-hand knowledge of, and am competent to testify, regarding the matters stated herein.
- 2. As Managing Director, 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 intake and tracking, website design, claims processing, fund distributions, and tax preparation and reporting.

#### **2013 NOTICE PROGRAM**

3. The Court appointed Epiq as the Class Administrator of the 2012 settlement on November 27, 2012, and approved the Notice Plan submitted by Epiq's sister company, Hilsoft Notifications. After the Court's preliminary approval of the 2012 settlement, we began

implementing the Notice Plan. *See* Declaration of Nicole F. J. Hamann on Class Administrator's Implementation of Settlement Notice Plan, April 11, 2013, ECF No. 2111-6, hereinafter "2013 Hamann Declaration."

- 4. As fully described in my 2013 declaration, at the time the declaration was filed, Epiq had processed more than 115 million merchant records as part of the 2013 individual notice effort. From those records, Epiq initially mailed 20,844,892 long-form notices. The USPS notified Epiq that 4,635,054 of those long-form notices were undeliverable. After using updated addresses provided by the USPS and public record research to identify alternate addresses, Epiq re-mailed 241,550 long-form notices. *See* 2013 Hamann Declaration.
- 5. The Court granted final approval of the 2012 settlement on January 14, 2014 and ruled these notification efforts "were fair, adequate, sufficient, [and] constituted the best practicable notice under the circumstances..." Class Settlement Order and Final Judgment, January 14, 2014, ECF No. 6199, Page 2. That order was later vacated, reversed, and remanded by the US Court of Appeals for the Second Circuit. *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, Case 12-4671, June 30, 2016, ECF No. 1556-1.

#### **2019 NOTICE PROGRAM**

- 6. For the 2018 settlement, the Court reappointed Epiq as the Class Administrator and approved the Notice Plan submitted by Epiq's sister company, Hilsoft Notifications. Order at ¶ 10, January 24, 2019, ECF No. 7361, hereinafter "Order." With respect to the Notice Plan, my staff is specifically responsible for provision of individual notice and related fulfillment activities.
- 7. After the Court's preliminary approval of the 2018 settlement in January 2019, we began implementing the Notice Plan. This declaration details the data received by Epiq and the

steps taken to create the database used to send notice to the Rule 23(b)(3) Settlement Class (the "Notice Database"). It also outlines the direct-mail portion of the Notice Plan and the related support services provided by Epiq for the 2018 settlement such as return mail processing, phone system support, postal and email correspondence, a program website, and review of requests for exclusion. This declaration details implementation of the direct-mail portion of the Notice Plan detailed in the June XX, 2019 Declaration of Cameron R. Azari, Esq., on Implementation and Adequacy of Settlement Notices and Notice Plan.

#### **DATA PROCESSING**

- 8. The 2019 individual notice effort incorporated data from the prior 2013 notice program, supplemented by additional merchant-data productions from the networks (Visa and Mastercard), Bank Defendants, and third-party acquirers.
- 9. Paragraph 44(d) of the 2018 Settlement Agreement provides: "The Rule 23(b)(3) Class Plaintiffs shall subpoena, to obtain the names and locations of any member of the Rule 23(b)(3) 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 as reported in Nilson Report 1127 (March 2018) and that are attributable to members of the Rule 23(b)(3) Settlement Class." Superseding and Amended Definitive Class Settlement Agreement at ¶ 44(d), September 18, 2018, ECF No. 7257, hereinafter "Settlement Agreement."
- 10. In August 2018, I understand data for merchants who accepted Mastercard or Visa in the United States since January 1, 2004 was requested from settling defendants and subpoenas were issued to the following third parties: BB&T Corporation; Elavon, Inc.; EVO Merchant

Services, LLC; First American Payments Systems, L.P.; First Data Corporation; First Data Merchant Services, LLC; Global Payments Direct, Inc.; Intuit, Inc.; iPayment, Inc.; Merrick Bank Corporation; North American Bancard, LLC; Priority Payment Systems, LLC; TSYS Merchant Solutions, LLC; Vantiv; and Worldpay US, Inc.

- 11. Throughout the data-gathering process, Epiq worked with Rule 23(b)(3) Class Counsel to ensure various security protocols of the entities that supplied the data were followed. I participated in numerous meetings regarding data selection, production, transmission, validation, and retention.
- 12. **Merchant data provided by Visa**. Visa produced data about merchants and merchant locations under formats identified as: Common Merchant Systems ("CMS"), Visa Merchant Profile Database ("VMPD"), and Acquirer's Merchant Master File ("AMMF"). Visa also provided data from the Global Merchant Repository ("GMR"), from which additional merchants were identified. These databases were provided to Epiq on the following dates:

Table 1: Data Received from Visa				
Time Period	<b>Date Data Received</b>	Notes		
AMMF	March 22, 2018	Initial production.		
GMR	September 13, 2018	Incomplete dataset.		
AMMF September 24, 2003 –	October 5, 2018	Second production (used for		
September 7, 2018	October 3, 2018	individual notice).		
GMR	February 1, 2019	Supplemental production to		
		the Sep 2018 dataset.		
AMMF through January 2019	March 8, 2019	Third production.		

13. **Merchant data provided by Mastercard**. Mastercard produced updated versions of the Aggregate Merchants List datasets on October 17, 2018 (through December 2016) and February 4, 2019 (through December 2018).

- 14. **Bank Defendant data**. The following Bank Defendants produced merchant data to Epiq: Bank of America, Chase, and Wells Fargo. Files produced by First Data also included records of the following Bank Defendants: Citi, PNC, and SunTrust.
- 15. **Third-party data**. The following third parties produced data for the 2018 settlement: BB&T Corporation; Elavon, Inc.; EVO Merchant Services, LLC; First American Payment Systems, L.P.; First Data (including First Data Corporation; First Data Merchant Services, LLC; iPayment, Inc.; and Priority Payment Systems, LLC); Global Payments Direct, Inc. (including North American Bancard, LLC); Intuit, Inc.; Merrick Bank Corporation; TSYS Merchant Solutions, LLC; Vantiv; and Worldpay US, Inc.
- 16. **Summary of merchant data received**. Epiq received one or more files from the entities listed above in paragraphs 12-15. In some cases, smaller files from the same entity were combined for initial processing. The last data file was received on April 1, 2019 and was from TSYS, which updated a prior file received on February 1, 2019. For the 2012 and 2018 settlements combined, the following table shows each entity that provided the data and the number of discrete records provided to Epiq. As detailed in the following table, Epiq received and utilized a total of 221,872,131 rows of merchant data (115,045,756 rows in 2012/2013 and 106,826,375 rows in 2018/2019) related to the provision of individual notice for the 2018 settlement.

Table 2: Merchant Data Received				
Date	Source	Records		
10/26/2012	Merrick Bank	363,335		
10/26/2012; 12/21/2012	Visa VMPD	44,222,964		
10/29/2012; 12/21/2012	Visa CMS	839,911		
10/29/2012	Bancorp Bank	41,209		
10/29/2012	Vantiv (Fifth Third)	539,423		
10/29/2012	Merchant E Solutions	140,435		
10/30/2012; 12/14/2012	Intuit	1,233,277		
10/30/2012	Wells Fargo	590,311		

10/31/2012	Worldpay	363,728
10/31/2012	TransFirst	370,879
10/31/2012	BB&T	105,141
11/01/2012; 12/21/2012	Mastercard	2,773,636
11/09/2012; 02/04/2013	Moneris	655,400
11/1/2012	Elavon	1,657,925
11/7/2012	Fidelity	83,573
11/8/2012	TSYS Merchant Solutions	30,079,143
11/16/2012	Heartland	486,779
11/30/2012	Global Payments	896,907
12/18/2012; 03/05/2013	First Data	29,601,780
05/11/2018;10/11/2018; 03/11/2019	Visa AMMF <sup>1, 2</sup>	32,520,322
8/30/2018	Merrick Bank	743,212
9/19/2018; 11/14/2018; 1/23/2019; 1/31/2019	Wells Fargo Merchant Services	2,584,654
10/8/2018	First American	650,804
10/10/2018	BB&T	78,166
10/17/2018; 02/04/2019	MasterCard	3,035,939
10/18/2018;	TSYS	2,046,566
10/30/2018	EVO	633,856
11/14/2018; 02/06/2019	Bank of America	3,119,975
11/27/2018	Elavon	1,048,575
11/27/2018	Chase	2,773,658
11/30/2018	Global Payments	476,118
12/3/2018	Intuit	2,982,152
12/14/2018; 01/16/2019; 03/05/2019	First Data	51,234,949
1/30/2019	Worldpay	379,468
2/20/2019	Vantiv	2,517,961
Total <sup>3</sup>		221,872,131

- 1. Visa provided three productions of AMMF. After converting to a format containing name/address pairs, the productions were 19.8M, 32.5M, and 33.8M rows respectively. The second production was used for notice.
- 2. Visa also provided GMR, a dataset related to AMMF though in a more limited format. GMR was used to supplement the data sources above only where unique tax identification numbers ("TINs") were identified. The two productions of GMR were 119.6M and 164.3M rows.
- 3. Epiq also brought forward 118K records of merchant contact information that originated from the 2013 pre-registration website and other forms of communication received since 2013.
- 17. Due to merchants changing acquirers, sometimes several times during the fifteenyear 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. To ensure completeness and improve consistency, Epiq undertook the following activities for each dataset:

- a. **File analysis**. For each file, the account open date, account close date, Bank Identification Number ("BIN"), Tax Identification Number ("TIN"), merchant number, Merchant Category Code, status, and other fields were analyzed for data integrity and internal completeness. Based on this analysis, for the 2019 notice efforts, Rule 23(b)(3) Class Counsel requested supplemental files from Bank of America, First Data, TSYS, and Wells Fargo.
- b. Address standardization and cleaning. With respect to mailing addresses, data analysis efforts were undertaken to enhance the accuracy of the deduplication efforts described below and the deliverability of the mailing effort. Each mailing address was first processed through a software tool that compares mailing addresses to a database of all standardized United States Postal Service ("USPS") mailing addresses. Additional steps were taken to remove extraneous data elements from the address fields (*e.g.*, contact names) to enhance deliverability. Data analytics also sought to enhance city, state, ZIP Code, and country data integrity.
- 18. Epiq worked with Rule 23(b)(3) Class Counsel to develop an approach for the deduplication of records that shared key characteristics, which indicated the records referred to the same merchant. In this way, separate records could be "rolled-up" into one record for the individual notice mailing. The final selection methodology grouped candidate records that shared a TIN, ranked the records on key criteria, and in the vast majority of cases, send a single long-form notice to the highest-ranking record for each TIN. Since some records were provided without a

TIN, and in other cases thousands of records were associated to a single TIN, Epiq's data approach included elements designed to balance mailing efficiency with notice sufficiency. To help illustrate this complex process, we have created a Sankey diagram, which is included as Attachment A.<sup>1</sup> This diagram displays the relative size of the top five data sources, plus a sixth for all other sources in aggregate, as the data flow through the various stages of the algorithms, standardization, and data selection process described in this declaration, resulting in the output summarized in paragraph 20.<sup>2</sup>

- a. **Standardized candidate records**. Since data was provided from numerous independent sources, key attributes about the data (e.g., TINs, account dates, and address type) needed to be brought together into a common form. In this process, records with missing entity names and/or unmailable addresses were removed, establishing the remaining records as candidates.
- b. **Processing of merchant records with facially valid TINs**. Epiq evaluated several factors to select the merchant address record for mailing. We considered whether the data was from an acquirer (which has the primary merchant relationship) or a network (which is believed to be secondary data). When multiple acquirers provided data for the same TIN, we considered the age of the data, account open and close dates, and the type of address (e.g., legal, bill to, or store location). We prioritized legal addresses over billing and store locations. Candidate merchant records were ranked using these and other criteria, ultimately leading to the selection of the most highly ranked merchant name and address

<sup>&</sup>lt;sup>1</sup> A Sankey diagram is used to show the flow, or processing, of something through a system. The widths of the arrows are proportional to the flow quantity.

<sup>&</sup>lt;sup>2</sup> Please note this diagram represents addresses, whereas Table 2 reports row counts. Sometimes rows contain multiple addresses; for example, a legal address and a bill-to address were both provided.

combination for each TIN. Other highly ranked records were retained as alternates in the event that the initial mailing was returned by the USPS as undeliverable.

- c. **Processing of merchant records without facially valid TINs**. Records without TINs were compared against the population of candidate records with TINs. When unique records were identified (*i.e.*, not represented in the TIN population), the records were ranked, and top records were selected for mailing in a manner similar to those with TINs.
- d. **Possible Franchise records**. In some instances, a single TIN was linked to thousands of records. In effort to provide franchisees who may be Rule 23(b)(3) Settlement Class members with mailed notice, a manual review was undertaken to evaluate whether the records were associated with possible franchise operations in which the TIN was for the franchisor rather than the franchisee. For TINs determined to be likely franchises, Epiq generated mailings for each unique candidate address rather than a single mailing for the TIN. A total of 671,161 unique mailings resulted from this process.
- e. **Deduplication**. To limit duplicate mailings (i.e., same apparent name at same apparent address), Epiq performed a deduplication at the end of the mailing record generation process. This deduplication method handled slight variations in both the name and address. This allowed multiple similar records with different TINs to be tracked without generating a mailing for each record.
- f. **Undeliverable 2013 notices**. Epiq used the mailing data from the 2013 notice program to identify and flag TIN/address combinations in which the USPS had returned the 2013 notice as undeliverable. This prevented mailing a 2019 notice to the

same record that was undeliverable in 2013. TIN/address combinations that indicated account activity since 2013 remained in the mailing population.

- g. **Manual review of total mailings to names and addresses**. To ensure that the data-selection process was working, as expected, the total mailings to unique names and unique addresses were monitored. When high volumes of mailings to distinct names or addresses were observed, records were manually reviewed to determine if alternate selections would improve the deliverability of the notice.
- 19. **Excluded entities**. Epiq also undertook careful and conservative efforts to identify entities not included in the Rule 23(b)(3) Settlement Class. For named Defendants, Epiq examined all candidate records for exact name matches. The TINs identified by these exact matches were then used to exclude records from the notice mailing. For the United States government, Epiq undertook a name search for key terms such as "United States," "USPS," or "Coast Guard," for example. The results from these searches were reviewed, and search terms were refined in multiple passes to generate a list of TINs representing federal entities within the data, which were then excluded from the notice mailing.
- 20. **Final notice database record count**. After the above-described efforts, the resulting notice database contained 18,510,135 records, including records for distinct TINs that were undeliverable in 2013 (1,123,715 records) and/or the entity name and address was a duplicate of another record (1,056,197 records). Consequently, Epiq removed undeliverable addresses and duplicate records, resulting in notices mailed to 16,330,223 net records with distinct merchant names and mailing addresses. The initial mailing included 276,860 notices mailed to addresses outside the United States. The notice database contains 16,028,805 unique TINs.

#### **NOTICE MAILING**

- 21. 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, we used the updated address instead of the source record address. We stored the source record address to be evaluated and potentially used as an alternate address, if necessary, for a notice remailing.
- 22. **Initial notice mailing**. In total, Epiq mailed 16,330,223 initial long-form notices between March 25, 2019 and April 24, 2019. Approximately one million pieces were mailed per business day during this period. A copy of the long-form notice, as printed and mailed, is included as Attachment B.
- 23. **Long-form notice requests**. Epiq has processed individual requests to receive the long-form notice by mail on a rolling basis. As of June 3, 2019, Epiq has mailed 2,046 English long-form notices upon request. Epiq has also mailed long-form notices in the following quantities for each supported language: 23 in Chinese, 9 in Japanese, 30 in Korean, 1 in Russian, 165 in Spanish, and 16 in Vietnamese. Epiq has not yet had a request for a mailed version of the long-form notice in Thai.
- 24. **Email notice**. In total, 68,822 email notices were emailed to potential members of the Rule 23(b)(3) Settlement Class between March 25, 2019 and April 24, 2019. Epiq has received requests for a copy of the long-form notice, and as of June 3, 2019, 1,805 additional notices have been emailed for a total of 70,627 notices emailed. A copy of the email notice, as transmitted, is included as Attachment C.
- 25. **Undeliverable processing**. The return address on the long-form notice is a Post Office box maintained by Epiq. Because Epiq received data from many different sources obtained

over a long period of time, it was very likely the Notice Database would include addresses that were no longer current or deliverable. As of June 3, 2019, Epiq has been notified by the USPS that 4,616,088 long-form notices were undeliverable. The address updating and re-mailing process is detailed below. One re-mail was attempted for each unique record.

- a. **USPS Address Forwarding**. As of June 3, 2019, Epiq has re-mailed 26,796 long-form notices for addresses that were corrected through the USPS.
- b. **Alternate Addresses**. During the address selection process, alternate addresses were identified for approximately 29% of the Notice Database population. Those addresses were loaded to the Notice Database for use if the mailing to the primary address was returned undeliverable. If a mailing was returned and a corrected address was not provided by the USPS, a new mailing was sent to the alternate address, if available. As of June 3, 2019, Epiq has re-mailed 1,265,364 long-form notices to alternate addresses.
- c. **Address Research**. If a mailing was returned undeliverable, it did not have a corrected address from the USPS, and an alternate address was not available, research was conducted through a public records search via LexisNexis. As of June 3, 2019, Epiq has re-mailed 1,052,319 long-form notices to updated addresses provided by LexisNexis.
- 26. **Unique undeliverables**. As of June 3, 2019, 2,226,548 records remain undeliverable after either the re-mailed notice was returned as undeliverable or address research did not produce a viable alternate address to make a second mailing attempt.

#### DISMISSED PLAINTIFF SUPPLEMENTAL NOTICE

27. The Settlement Agreement defines "Dismissed Plaintiffs" as "the individual plaintiffs and former opt-out plaintiffs that have dismissed with prejudice an action against any

Defendant and that are listed in Appendix B...and any additional persons, businesses, or other entities included in an exclusion request that those plaintiffs previously submitted to the Class Administrator in connection with the Definitive Class Settlement Agreement." Settlement Agreement at 3(t). The Court approved use of a supplemental notice of exclusion to be mailed to the Dismissed Plaintiffs and their related entities. Order at ¶ 12.

28. To develop the mailing list for the supplemental notice of exclusion, Epiq compared the list of Dismissed Plaintiffs in Appendix B to requests for exclusion documents received in 2013, as well as certain docket entries. Using the 2013 source documents, Epiq sought to identify relevant entities and TINs. Due to the age of the data, Epiq then searched the final notice database created in 2019 for those TINs, as described above, to select the mailing information. For remailing of undeliverable pieces for the supplemental notice of exclusion, we sent a second copy to an alternate address taken either from the 2013 source documents or a different source within the final notice database. Between March 25, 2019 and April 24, 2019, Epig mailed 6,100 Dismissed Plaintiff supplemental notices of exclusion. After consultation with Rule 23(b)(3) Class Counsel, on June 5, 2019, Epiq remailed 518 Dismissed Plaintiff supplemental notices of exclusion to the exact names and addresses contained in Valero's 2013 opt out to supplement the mailings to these entities that occurred between March 25 and April 24. We are discussing additional mailings in the coming days. A copy of the Dismissed Plaintiff supplemental notice of exclusion, as printed and mailed, is included as Attachment D. For each such identified record, Epig mailed both a Dismissed Plaintiff supplemental notice of exclusion and a long-form notice.

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#### TELEPHONE & E-MAIL SUPPORT

- 29. Between the filing of the 2018 settlement agreement on September 18, 2018 and preliminary approval of the settlement the on January 24, 2019, Epiq updated telephone, website and correspondence materials, as approved by Rule 23(b)(3) Class Counsel.
- 30. Following preliminary approval on January 24, 2019, Epiq worked with Rule 23(b)(3) Class Counsel to finalize an updated script for the automated Interactive Voice Response ("IVR") telephone system. The toll-free number has been continuously operational since December 18, 2012. On February 21, 2019, the recording was updated with information for the 2018 settlement. By calling this number, potential members of the Rule 23(b)(3) Settlement Class may listen to answers to frequently asked questions, as well as request the long-form notice be mailed to them.
- 31. At the same time, Epiq worked with Rule 23(b)(3) Class Counsel to develop a script for call center operators to respond to frequently asked questions. On February 27, 2019, the operator scripting was updated with information regarding the 2018 settlement in English and Spanish. For callers who speak other languages, Epiq uses real-time interpreters provided by Language Services Associates, Inc.
- 32. In addition to working with Epiq to draft the live operator scripting, Rule 23(b)(3) Class Counsel came to Epiq's facilities in Phoenix and assisted in the training of the call center operators. Rule 23(b)(3) Class Counsel have also listened to randomly sampled calls to ensure call quality and accuracy of the information provided to callers. Further, as needed, Epiq sends Rule 23(b)(3) Class Counsel a list of members of the Rule 23(b)(3) Settlement Class who have

either requested to speak to counsel or who have questions that require an answer from Rule 23(b)(3) Class Counsel.

- 33. Between September 1, 2018 and June 3, 2019, the IVR system has received 81,372 calls representing 369,643 minutes of use. Of these calls, 28,800 callers requested to transfer to operators, totaling 263,707 minutes. In addition, operators have made 2,830 outbound calls, totaling 5,565 minutes.
- 34. Epiq maintains an e-mail inbox at info@PaymentCardSettlement.com. Between September 1, 2018 and June 3, 2019, Epiq has received 14,045 e-mails and sent 12,145 e-mails in response.

#### **CASE WEBSITE**

- 35. Epiq created a neutral, informational notice website (the "Case Website") (www.PaymentCardSettlement.com) to serve as the online presence for the settlement. The Case Website has been continuously available since December 7, 2012. On February 21, 2019, the Case Website was updated with information about the 2018 settlement. Representative screenshots of the Case Website are included as Attachment E.
- 36. Epiq worked with Rule 23(b)(3) Class Counsel to develop the content of the Case Website. Important dates and links to key documents, including the long-form notice and Settlement Agreement, are displayed prominently on the home page of the Case Website. Visitors to the Case Website are able to see an overview of important information on the home page, review answers to frequently asked questions, and view over 170 documents pertinent to the case. Visitors can search for documents by docket number, date, document title, or category.

- 37. The Case Website has been translated into Chinese, Japanese, Korean, Russian, Spanish, Thai, 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. Translated versions of the updated Case Website materials with respect to the 2018 settlement were posted by March 7, 2019. Examples of translated versions of the Home page are included as Attachment F.
- 38. The Case Website allows members of the Rule 23(b)(3) Settlement Class to preregister and provide information to help the Class Administrator in the preparation of the member's Claim Form. Between September 1, 2018 and June 3, 2019, there have been 79,927 preregistrations received through the Case Website.
- 39. Between September 1, 2018 and June 3, 2019, there have been 849,625 unique visitors to the Case Website and over 1,536,030 website pages presented.

## **OPT OUTS & OBJECTIONS**

- 40. Epiq established a Post Office box to receive postal communications at the following address: Payment Card Interchange Fee Settlement, P.O. Box 2530, Portland, OR 97208-2530. The Post Office box address was included in the notice materials. Epiq has received and continues to receive mail at this post-office box, including Opt Outs, Objections, and correspondence.
- 41. As of June 3, 2019, Epiq has received 172 Opt Outs and 62 Objections. The Objections appear to pertain to one of the following four categories:
  - a. 37 appear to be a template Objection submitted by branded gasoline operators. A chart detailing these objections is included as Attachment G;

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- b. 1 appears to be an Objection to the settlement;
- c. 22 appear to be Objections to fees, expenses, and/or service awards; and
- d. 2 did not offer a reason for objecting.

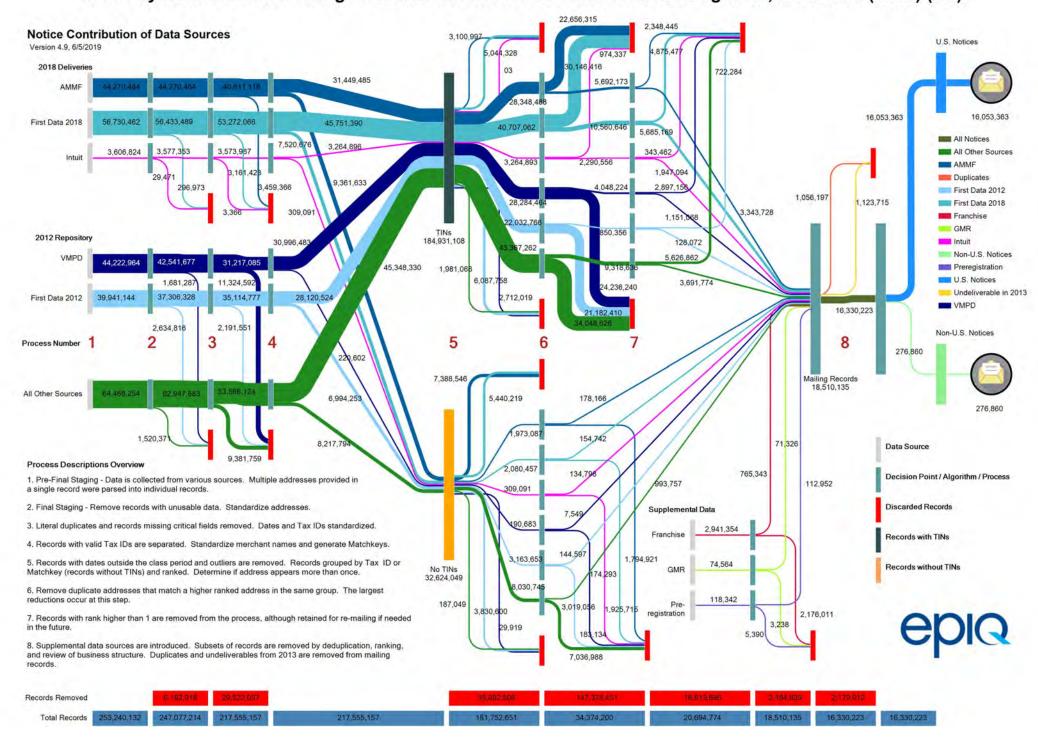
After the July 23, 2019, postmark deadline to object or opt out from the Rule 23(b)(3) Settlement Class, Epiq will provide a further report.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 6, 2019 in Beaverton, Oregon.

Nicole F. J. Hamann

# **ATTACHMENT A**

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# ATTACHMENT B

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

INT'L. PRIORITY AIRMAIL U.S. POSTAGE PAID TWIN CITIES, MN. PERMIT NO. 02365

## Legal Notice about a class action settlement.



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

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

Để đọc thông báo này bằng tiếng Việt, xin gọi hoặc viếng trang mạng của chúng tôi 한국어로 보시려면 전화를 주시거나 저희 웹사이트를 방문해 주십시오

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

Visa and Mastercard since 2004. payments to merchants that accepted and not less than \$5.54 Billion will provide A settlement of as much as \$6.24 Billion

#### NOTICE OF CLASS ACTION SETTLEMENT

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

# A settlement of as much as \$6.24 Billion and not less than \$5.54 Billion will provide payments 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 settlement of a maximum of approximately \$6.24 billion and a minimum of at least \$5.54 billion in a class action lawsuit, called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (MKB) (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 settlement creates the following Rule 23(b)(3) Settlement Class: All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to January 25, 2019. The Dismissed Plaintiffs are plaintiffs that previously settled and dismissed their own lawsuit against a Defendant, and entities related to those plaintiffs. If you are uncertain about whether you may be a Dismissed Plaintiff, you should call 1-800-625-6440 or visit www.PaymentCardSettlement.com for more information.
- This Notice has important information for merchants 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 Superseding and Amended Definitive Class Settlement Agreement of the Rule 23(b)(3) Class Plaintiffs and the Defendants 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.

#### LEGAL RIGHTS AND OPTIONS

#### Your legal rights and options are described in this section. You 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. If you exclude yourself, you will *not* get a payment from this settlement.

This is also the only way you can sue individually for injunctive relief based on the claims in this lawsuit; however, if you do not exclude yourself, you may still get injunctive relief through the proposed Rule 23(b)(2) equitable relief class action which is pending in this Court captioned *Barry's Cut Rate Stores, Inc., et. al. v. Visa, Inc., et al.*, MDL No. 1720, Docket No. 05-md-01720-MKB-JO ("*Barry's*"). The proposed Rule 23(b)(2) class is represented by other class representatives and other class counsel. (*See* Questions 10 and 13).

**Object**: If you do not agree with any part of this settlement, including the plan to distribute money to class members, or you do not agree with the requested award of attorneys' fees and expenses, or service awards for the named Rule 23(b)(3) Class Plaintiffs, you may:

- Write to the court to say why (See Questions 14 and 18), and
- Ask to speak at the Court hearing about either the fairness of this settlement or about the requested attorneys' fees or service awards. (See Question 21).

**Do Nothing:** If you do not file a claim, you will not get money. You will give up your rights to sue for damages about the claims in this case and to sue individually for injunctive relief about the claims in this case. You can get injunctive relief only as a member of the proposed Rule 23(b)(2) class action pending in this Court. (*See* Questions 10 and 13).

**Deadlines:** If you wish to exclude yourself from the settlement, or if you wish to be included in the settlement but want to object to the settlement, you must do so by **July 23, 2019**. *See* Questions 10-24 for more information about rights and options and all deadlines.

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## **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 Margo K. Brodie and Magistrate Judge James Orenstein are overseeing this class action, which is called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (MKB) (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 Rule 23(b)(3) Class Plaintiffs and the Court has authorized them to act on behalf of all merchants in the class described below in connection with the proposed settlement of this case. The Rule 23(b)(3) Class Plaintiffs are:

30 Minute Photos Etc. Corporation; Traditions, Ltd.; Capital Audio Electronics, Inc.; CHS Inc.; Discount Optics, Inc.; Leon's Transmission Service, Inc.; Parkway Corporation; and Payless Inc.

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

- Network Defendants:
  - "Visa": Visa U.S.A. Inc., Visa International Service Association, and Visa Inc.;
  - "Mastercard": 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; Barclays Bank plc; Barclays Delaware Holdings, LLC (formerly known as Juniper Financial Corporation); Barclays Bank Delaware (formerly known as Juniper Bank); Barclays Financial Corp.; Capital One Bank (USA), N.A.; Capital One F.S.B.; Capital One Financial Corporation; Chase Bank USA, N.A. (and as successor to Chase Manhattan Bank USA, N.A. and Bank One, Delaware, N.A.); Paymentech, LLC (and as successor to Chase Paymentech Solutions, LLC); JPMorgan Chase & Co. (and as successor to Bank One Corporation); JPMorgan Chase Bank, N.A. (and as successor to Washington Mutual Bank); 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; The PNC Financial Services Group, Inc. (and as acquirer of National City Corporation); National City Corporation; National City Bank of Kentucky; SunTrust Banks, Inc.; SunTrust Bank; Texas Independent Bancshares, Inc.; and Wells Fargo & Company (and as successor to Wachovia Corporation).

#### 2. What is this lawsuit about?

This lawsuit is principally about the interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between January 1, 2004 and January 25, 2019, and Visa's and Mastercard's rules for merchants that have accepted those cards.

The Rule 23(b)(3) Class Plaintiffs claim that:

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- Visa, and its respective member banks, including the Bank Defendants, violated the law because they set interchange fees.
- Mastercard and its respective member banks, including the Bank Defendants, violated the law because they set interchange fees.
- Visa and its 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. Those rules include so-called no-surcharge rules, no-discounting
  rules, honor-all-cards rules, and certain other rules. Doing so insulated them from competitive
  pressure to lower the interchange fees.
- Mastercard and its 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. Those rules include so-called no-surcharge rules, no-discounting
  rules, honor-all-cards rules, and certain other rules. 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 its respective member banks continued in those activities despite the fact that Visa changed its corporate structure and became a publicly owned corporation after this case was filed.
- Mastercard and its respective member banks continued in those activities despite the fact that
  Mastercard changed its corporate structure and became a publicly owned corporation after this
  case was filed.
- The Defendants' conduct caused the merchants to pay excessive interchange 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 around 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, 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

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approval to the settlement and the class defined below in Question 6, and approved the mailing of this Notice.

## 5. Why is there a settlement?

The Court has not decided which side was right or 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 mediation before two experienced mediators, chosen by the parties. Settling this case allows class members to receive payments. The Rule 23(b)(3) Class Plaintiffs and their lawyers believe the settlement is best for all class members.

The parties agreed to settle this case only after thirteen years of extensive litigation. During discovery, Rule 23(b)(3) Class Plaintiffs reviewed and analyzed more than 60 million pages of documents and participated in more than 550 depositions, including fact and expert depositions. Also, earlier in this litigation, motions to dismiss, motions for summary judgment, motions to exclude expert testimony, and the motion for class certification had been fully briefed and argued, but not decided by 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 Rule 23(b)(3) Settlement Class, consisting of:

All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to January 25, 2019.

The Dismissed Plaintiffs are plaintiffs that previously settled and dismissed their own lawsuit against a Defendant; those plaintiffs are listed in Appendix B to the Class Settlement Agreement, which is available on the case website. The Dismissed Plaintiffs also include entities related to the plaintiffs listed in Appendix B. If you are uncertain about whether you may be a Dismissed Plaintiff, you should call 1-800-625-6440 or visit www.PaymentCardSettlement.com for more information.

The Settlement Preliminary Approval Date referenced in this class definition is January 25, 2019.

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 provide a maximum of approximately \$6.24 billion, and a minimum of at least \$5.54 billion depending on the class members that exclude themselves from the Rule 23(b)(3) Settlement Class.

Every merchant in the Rule 23(b)(3) Settlement Class that does not exclude itself from the class by the deadline described below and files a valid claim ("Authorized Claimant") will be paid from the settlement fund. This settlement fund will be reduced by an amount not to exceed \$700 million to account for merchants who exclude themselves from the Rule 23(b)(3) Settlement Class ("optouts"). The money in this settlement fund after the reduction for excluded merchants will also be used to pay:

- The cost of settlement administration and notice, and applicable taxes on the settlement fund and any other related tax expenses, as approved by the Court,
- Money awards for Rule 23(b)(3) Class Plaintiffs for their service on behalf of the class, as approved by the Court, and
- Attorneys' fees and expenses, as approved by the Court.

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

## 8. How do I ask for money from the 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 Rule 23(b)(3) Settlement Class, you will receive a claim form in the mail or by email. If you do not receive a claim form and/or are not sure whether you are part of this settlement, contact the Class Administrator:

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

#### How much money will I get?

The amount paid from the settlement fund will be based on your actual or estimated interchange fees attributable to Visa and Mastercard card transactions (between you and your customers) from January 1, 2004 through January 25, 2019.

The amount of money each Authorized Claimant will receive from the settlement fund depends on the money available to pay all claims, the total dollar value of all valid claims filed, the deduction for opt-outs described above not to exceed \$700 million, the cost of class administration and notice, applicable taxes on the settlement fund and any other related tax expenses, attorneys' fees and expenses, and money awards to the Rule 23(b)(3) Class Plaintiffs for their representation of merchants in MDL 1720, which culminated in the Class Settlement Agreement, all as approved by the Court.

#### HOW TO FILE A CLAIM

#### 9. 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 members of the Rule 23(b)(3) Settlement Class 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 email or by returning a paper Claim Form.

#### Who decides the value of my claim?

The Class Administrator will have data from Defendants and others which it expects will permit it to estimate the total value of interchange fees attributable to each Authorized Claimant on its Visa and Mastercard card transactions during the period from January 1, 2004 to January 25, 2019 ("Interchange Fees Paid"). It is the current intention to utilize this data to the extent possible, to estimate the interchange fees attributable to members of the Rule 23(b)(3) Settlement Class.

Where the necessary data is not reasonably available to estimate a class member's Interchange Fees Paid or if the Interchange Fees Paid claim value established by the Class Administrator is disputed by the class member, the class member 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, and 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 member of the Rule 23(b)(3) Settlement Class.

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 in Appendix I to the Class Settlement Agreement and in subsequent postings that may be made no later than **June 7, 2019**.

#### **Claim Preregistration Form**

Class members 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. If you previously pre-registered on the case website, you are encouraged to check your status on the website to update any information.

#### 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.

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#### Can anyone else file a claim for me?

Some companies may offer to help you file your Claim Form in exchange for a portion of your recovery from the settlement. While you may choose to use such companies, you should know that you can file with the Claims Administrator on your own, free of charge. Additionally, you are entitled to contact the Claims Administrator or Rule 23(b)(3) Class Counsel for assistance with understanding and filing your Claim Form—again, at no cost to you. Prior orders of the Court regarding third-party claims filing companies are available for review on the case website.

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

Members of the Rule 23(b)(3) Settlement Class who do not exclude themselves by the deadline will be bound by the terms of the Class Settlement Agreement, including the release of claims against the Defendants and other released parties identified in Paragraph 30 of the Class Settlement Agreement, whether or not the members file a claim for payment.

The settlement will resolve and release claims by class members for monetary compensation or injunctive relief against Visa, Mastercard, or other defendants. The release bars the following claims:

- Claims based on conduct and rules that were alleged or raised in the litigation, or that could have been alleged or raised in the litigation relating to its subject matter. This includes any claims based on interchange fees, network fees, merchant discount fees, no-surcharge rules, no-discounting rules, honor-all-cards rules, and certain other conduct and rules. These claims are released if they already have accrued or accrue in the future up to five years following the court's approval of the settlement and the resolution of all appeals.
- Claims based on rules in the future that are substantially similar to i.e., do not change substantively the nature of the above-mentioned rules as they existed as of preliminary approval of the settlement. These claims based on future substantially similar rules are released if they accrue up to five years following the court's approval of the settlement and the resolution of all appeals.

The settlement's resolution and release of these claims is intended to be consistent with and no broader than federal law on the identical factual predicate doctrine.

The release does *not* extinguish the following claims:

- Claims based on conduct or rules that could not have been alleged or raised in the litigation.
- Claims based on future rules that are not substantially similar to rules that were or could have been alleged or raised in the litigation.
- Any claims that accrue more than five years after the court's approval of the settlement and the resolution of any appeals.

The release also will have the effect of extinguishing all similar or overlapping claims in any other actions, including but not limited to the claims asserted in a California state court class action brought on behalf of California citizen merchants and captioned *Nuts for Candy v. Visa, Inc., et al.*, No. 17-01482 (San Mateo County Superior Court). Pursuant to an agreement between the parties in *Nuts for Candy*, subject to and upon final approval of the settlement of the Rule 23(b)(3) Settlement Class, the plaintiff in *Nuts for Candy* will request that the California state court dismiss the *Nuts for Candy* action. Plaintiff's counsel in *Nuts for Candy* may seek an award in *Nuts for Candy* of attorneys' fees not to exceed \$6,226,640.00 and expenses not to exceed \$493,697.56. Any fees or expenses awarded in *Nuts for Candy* will be separately funded and will not reduce the settlement funds available to members of the Rule 23(b)(3) Settlement Class.

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The release does not bar the injunctive relief claims or the declaratory relief claims that are a predicate for the injunctive relief claims asserted in the pending proposed Rule 23(b)(2) class action captioned *Barry's Cut Rate Stores, Inc., et. al. v. Visa, Inc., et al.*, MDL No. 1720, Docket No. 05-md-01720-MKB-JO ("*Barry's*"). Injunctive relief claims are claims to prohibit or require certain conduct. They do not include claims for payment of money, such as damages, restitution, or disgorgement. As to all such claims for declaratory or injunctive relief in *Barry's*, merchants will retain all rights pursuant to Rule 23 of the Federal Rules of Civil Procedure which they have as a named representative plaintiff or absent class member in *Barry's*, except that merchants remaining in the Rule 23(b)(3) Settlement Class will release their right to initiate a new and separate action for the period up to five (5) years following the court's approval of the settlement and the exhaustion of appeals.

The release also does not bar certain claims asserted in the class action captioned *B&R* Supermarket, Inc., et al. v. Visa, Inc., et al., No. 17-CV-02738 (E.D.N.Y.), or claims based on certain standard commercial disputes arising in the ordinary course of business.

The full text of the Release for the Rule 23(b)(3) Settlement Class is set forth at pages 18 to 23 of this Notice. The Release describes the released claims in legal language. You should carefully read the Release and if you have questions about the Release you may:

- Call Rule 23(b)(3) Class Counsel listed in Question 16 at no charge.
- Talk to a lawyer, at your own expense, about the release and what it means to you.
- Read the complete Class Settlement Agreement and the complaints in the *Barry's*, *Nuts for Candy*, and *B&R Supermarket* cases, which may be viewed on the website www.PaymentCardSettlement.com.

**Important!** If you want to keep your right to be part of any other lawsuit based on similar claims, you must opt-out (exclude yourself) from the Rule 23(b)(3) Settlement Class.

## 11. How do I opt out of the Rule 23(b)(3) Settlement Class?

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

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

Your letter must be postmarked by July 23, 2019. You cannot exclude yourself by phone, fax, email or online.

#### How should I send my letter?

You may send your letter by first-class mail and pay for the postage. You also may send your letter by overnight delivery. 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 Rule 23(b)(3) Settlement Class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.
- My personal information is:
  - o Name (first, middle, last):

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- o Position:
- o Name of Merchant:
- o Address:
- o Phone No.:
- o Merchant's taxpayer identification number:
- The stores or sales locations that I want to exclude from the Rule 23(b)(3) Settlement Class are:
- For each store or sales location, provide:
  - o Business name:
  - o Brand names and "doing business as" names:
  - o Address:
  - o Taxpayer identification number(s):
- For each such business or brand name, also provide (if reasonably available):
  - o Legal name of parent, if applicable:
  - o Dates Visa or Mastercard card acceptance began (if after January 1, 2004) and ended (if prior to the Settlement Preliminary Approval Date):
  - o Names of all banks that acquired the Visa or Mastercard card transactions:
  - o Acquiring merchant ID(s):
- My position at the business that gives me the authority to exclude it from the Rule 23(b)(3) Settlement Class is as follows:

Warning! If your letter is sent after the deadline it will be considered invalid. If this happens, <u>you won't be excluded from the Rule 23(b)(3) Settlement Class</u>, and you will still be part of the settlement and will be bound by all of its terms.

12. If I exclude myself from the Rule 23(b)(3) Settlement Class, can I still get money from this settlement?

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

- You cannot get money from this settlement, and
- You cannot object to the Rule 23(b)(3) Settlement.

The deadline to exclude yourself is **July 23, 2019**. To do this, *see*: www.PaymentCardSettlement.com.

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

13. If I do not exclude myself from the Rule 23(b)(3) Settlement Class, can I individually sue these Defendants for damages or for injunctive relief?

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 released conduct until five years following the court's approval of the settlement and the exhaustion of all appeals. You also give up your right to individually pursue declaratory or injunctive relief for the same period of time except as a member of the pending proposed Rule 23(b)(2) class action (*Barry's Cut Rate Stores, Inc., et. al. v. Visa, Inc., et al.*, MDL No. 1720, Docket No. 05-md-01720-MKB-JO).

## HOW TO DISAGREE WITH THE SETTLEMENT

## 14. What if I disagree with the settlement?

You may object to the settlement for the Rule 23(b)(3) 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, New York 11201

You must also send a copy of your Statement of Objections to Rule 23(b)(3) Class Counsel and Counsel for the Defendants at the following addresses:

#### Designated Rule 23(b)(3) Class Counsel:

Alexandra S. Bernay Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101

#### Designated Defendants' Counsel:

Matthew A. Eisenstein Arnold & Porter Kaye Scholer LLP 601 Massachusetts Ave., NW Washington, DC 20001-3743

You must send your Statement of Objections postmarked no later than July 23, 2019.

#### 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

In re Payment Card Interchange Fee and : No. 05-MD-01720 (MKB) (JO)

Merchant Discount Antitrust Litigation :

Statement of Objections

(Merchant name) is a member of the Rule 23(b)(3) Settlement Class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.

(Merchant name) is 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].

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(Merchant name) objects to the settlement in this lawsuit. It objects to (*list what part(s) of the Settlement you disagree with, e.g. the cash settlement, Allocation Plan, notice procedures, other features.*) [Note that you may also object to any requests for attorneys' fees and expenses, or service awards for the named Rule 23(b)(3) Class Plaintiffs, as part of the same objection].

My reasons for objecting are:

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

My personal information is:

- o Name (first, middle, last):
- o Address:
- o 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.

#### 15. 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 settlement fund, request for attorneys' fees and expenses, or service awards for the named Rule 23(b)(3) Class Plaintiffs).

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

#### THE LAWYERS REPRESENTING YOU

#### 16. Who are the lawyers that represent the Rule 23(b)(3) Settlement Class?

The Court has appointed the lawyers listed below to represent you. These lawyers are called Rule 23(b)(3) Class Counsel. Many other lawyers have also worked with Rule 23(b)(3) 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.

K. Craig Wildfang Robins Kaplan LLP 2800 LaSalle Plaza

800 LaSalle Avenue

Minneapolis, MN 55402

#### H. Laddie Montague, Jr.

Berger Montague PC 1818 Market Street Suite 3600 Philadelphia, PA 19103

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## Patrick J. Coughlin

Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101

#### 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 Rule 23(b)(3) Class Counsel at any of the addresses above.

#### 17. How much will the lawyers and Rule 23(b)(3) Class Plaintiffs be paid?

For work done through final approval of the settlement by the district court, Rule 23(b)(3) Class Counsel will ask the Court for an amount that is a reasonable proportion of the settlement fund, not to exceed 10% of the settlement fund 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 the settlement fund, and through any appeals, Rule 23(b)(3) Class Counsel may seek reimbursement at their normal hourly rates.

Rule 23(b)(3) Class Counsel will also request an award of their litigation expenses (not including the administrative costs of settlement or notice), not to exceed \$40 million, and the reimbursement of each of the eight Rule 23(b)(3) Class Plaintiffs' out of pocket expenses and a service award for each of them up to \$250,000 for their representation of merchants in MDL 1720, which culminated in the Class Settlement Agreement.

The amounts to be awarded as attorneys' fees, expenses, and Rule 23(b)(3) Class Plaintiffs' service awards **must** be approved by the Court. Rule 23(b)(3) Class Counsel must file their requests for fees, expenses, and service awards with the Court by **June 7, 2019**. You can object to the requests for attorneys' fees, expenses, and service awards in compliance with the instructions in Ouestion 18 below.

Copies of the lawyers' requests for fees, expenses, and service awards will be posted on the settlement website the same day they are filed.

18. How do I disagree with the requested attorneys' fees, expenses or service awards to Rule 23(b)(3) Class Plaintiffs?

You may tell the Court you object to (disagree with) any request for attorneys' fees and expenses or service awards to the Rule 23(b)(3) Class Plaintiffs. You may do so if you do not exclude yourself from the Rule 23(b)(3) Settlement Class. The Court will consider your objection(s) when it evaluates any request for attorneys' fees and expenses and/or service awards to the Rule 23(b)(3) 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, New York 11201

You must also send a copy of your Statement of Objections to Rule 23(b)(3) Class Counsel and Counsel for the Defendants at the following addresses:

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Designated Rule 23(b)(3) Class Counsel:

Alexandra S. Bernay Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101

#### Designated Defendants' Counsel:

Matthew A. Eisenstein Arnold & Porter Kaye Scholer LLP 601 Massachusetts Ave., NW Washington, DC 20001-3743

The Clerk of Court, the attorneys for the class and defendants must receive your letter by **July 23, 2019**.

#### 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

In re Payment Card Interchange Fee and : No. 05-MD-01720 (MKB) (JO)

Merchant Discount Antitrust Litigation :

#### Statement of Objections

I am a member of the Rule 23(b)(3) 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 service awards to the Rule 23(b)(3) Class Plaintiffs.

My reasons for objecting are:

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

My personal information is:

- o Name (first, middle, last):
- o Address:
- o 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, www.PaymentCardSettlement.com, or call the Class Administrator at 1-800-625-6440.

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## THE COURT'S FAIRNESS HEARING

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

There will be a Fairness Hearing at 10:00 a.m. on November 7, 2019. 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.

## 20. 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.

## 21. 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, New York 11201

Your Notice of Intention to Appear must be filed by **July 23, 2019**. You must also mail a copy of your letter to Rule 23(b)(3) Class Counsel and Counsel for the Defendants at the addresses listed in Question 18.

## 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 : No. 05-MD-01720 (MKB) (JO)

Merchant Discount Antitrust Litigation :

\_\_\_\_\_

Notice of Intention to Appear

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• I want to speak on behalf of (Merchant name) at the Fairness Hearing for the case called *In re* Payment Card Interchange Fee and Merchant Discount Antitrust Litigation.

My personal information is:

- o Name (first, middle, last):
- o Address:
- o Phone No.:

Personal information for other people (including lawyers) who want to speak at the hearing:

#### IF YOU DO NOTHING

## 22. 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 Rule 23(b)(3) Settlement Class, you cannot be part of any other lawsuit against Defendants and other released parties listed in the Rule 23(b)(3) Class Settlement Agreement for released conduct. You will be bound by the Rule 23(b)(3) Settlement Class Release, **except that** as to the declaratory and injunctive relief claims asserted in the pending proposed Rule 23(b)(2) class action captioned *Barry's Cut Rate Stores, Inc., et. al. v. Visa, Inc., et al.*, MDL No. 1720, Docket No. 05-md-01720-MKB-JO, you will continue to have all rights pursuant to Rule 23 of the Federal Rules of Civil Procedure which you have as a named representative plaintiff or absent class member in that action, except the right to initiate a new separate action before five (5) years following the court's approval of the settlement and the exhaustion of all appeals.

## **GETTING MORE INFORMATION**

#### 23. 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 Superseding and Amended Class Settlement Agreement, including all attachments, and
- Other documents related to this lawsuit.

To receive a copy of the Rule 23(b)(3) 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, or

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 Brodie or the Clerk of Court With Any Questions.

## THE FULL TEXT OF THE RELEASE

## 24. What is the full text of the Release for the Rule 23(b)(3) Settlement Class?

- 29. The "Rule 23(b)(3) Settlement Class Releasing Parties" are individually and collectively Rule 23(b)(3) Class Plaintiffs and each member of the Rule 23(b)(3) Settlement Class, on behalf of themselves and any of their respective past, present, or future officers, directors, stockholders, agents, employees, legal representatives, partners, associates, trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, administrators, estates, purchasers, predecessors, successors, and assigns, whether or not they object to the settlement set forth in this Superseding and Amended Class Settlement Agreement, and whether or not they make a claim for payment from the Net Cash Settlement Fund.
  - 30. 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 International, Visa Inc., Visa Asia Pacific Region, Visa Canada Association, Visa Central & Eastern Europe, Middle East & Africa Region, Visa Latin America & Caribbean Region, Visa Europe, Visa Europe Limited, Visa Europe Services, Inc., 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; NB Holdings; MBNA America Bank, N.A.; and FIA Card Services, N.A.
- (d) Barclays Bank plc; Barclays Delaware Holdings, LLC (formerly known as Juniper Financial Corporation); Barclays Bank Delaware (formerly known as Juniper Bank); 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. (and as successor to Chase Manhattan Bank USA, N.A. and Bank One, Delaware, N.A.); Paymentech, LLC (and as successor to Chase Paymentech Solutions, LLC); JPMorgan Chase & Co. (and as successor to Bank One Corporation); and JPMorgan Chase Bank, N.A. (and as successor to Washington Mutual Bank).
  - (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; HSBC Bank plc; and HSBC U.S.A. Inc.
  - (k) National City Corporation and National City Bank of Kentucky.
  - (1) The PNC Financial Services Group, Inc. and PNC Bank, National Association.
  - (m) SunTrust Banks, Inc. and SunTrust Bank.

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- (n) Texas Independent Bancshares, Inc.
- (o) Wachovia Bank, N.A. and Wachovia Corporation.
- (p) Washington Mutual, Inc.; Washington Mutual Bank; Providian National Bank (also known as Washington Mutual Card Services, Inc.); and Providian Financial Corporation.
- (q) Wells Fargo & Company (and as successor to Wachovia Corporation) and Wells Fargo Bank, N.A. (and as successor to Wachovia Bank, N.A.).
- (r) Each and every entity or person alleged to be a co-conspirator of any Defendant in the Third Consolidated Amended Class Action Complaint or any of the Class Actions.
- (s) 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.
- (t) For each of the entities or persons in Paragraphs 30(a)-(s) 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.
- (u) For each of the entities or persons in Paragraphs 30(a)-(t) 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 30(a)-(t) above).
- (v) For each of the entities or persons in Paragraphs 30(a)-(u) 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, estates, 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 30(a)-(u) above).
- 31. In addition to the effect of the Rule 23(b)(3) Class Settlement Order and Final Judgment entered in accordance with this Superseding and Amended Class Settlement Agreement, including but not limited to any *res judicata* effect, and except as provided hereinafter in Paragraphs 34 and 37 below:
- (a) 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, restitution, disgorgement, 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, 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 have and that have accrued as of the Settlement Preliminary Approval Date or accrue no later than five years after the Settlement Final Date arising out of or relating to any conduct, acts, transactions, events, occurrences,

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statements, omissions, or failures to act of any Rule 23(b)(3) Settlement Class Released Party that are or have been alleged or otherwise raised in the Action, or that could have been alleged or raised in the Action relating to the subject matter thereof, or arising out of or relating to a continuation or continuing effect of any such conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act. For avoidance of doubt, this release shall extend to, but only to, the fullest extent permitted by federal law.

- (b) It is expressly agreed, for purposes of clarity, that any claims arising out of or relating to any of the following conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act are claims that were or could have been alleged in this Action and relate to the subject matter thereof:
- (i) any interchange fees, interchange rates, or any Rule of any Visa Defendant or Mastercard Defendant relating to interchange fees, interchange rates, or to the setting of interchange fees or interchange rates with respect to any Visa-Branded Card transactions in the United States;
- (ii) any Merchant Fee of any Rule 23(b)(3) Settlement Class Released Party relating to any Visa-Branded Card transactions in the United States or any Mastercard-Branded transactions in the United States;
- (iii) any actual or alleged "no surcharge" rules, "honor all cards" rules, "honor all issuers" rules, "honor all devices" rules, rules requiring the honoring of all credentials or accounts, "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, "no multi-issuer" rules, "no multi-bug" rules, routing rules, cross-border acquiring rules, card authentication or cardholder verification rules, "cardholder selection" rules or requirements, PAVD rules, rules or conduct relating to routing options regarding acceptance technology for mobile, e-commerce, or online payments, or development and implementation of tokenization standards;
- (iv) any reorganization, restructuring, initial or other public offering, or other corporate structuring of any Visa Defendant or Mastercard Defendant;
- (v) 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; or
- (vi) any actual or alleged agreement (or alleged continued participation therein) (A) between or among any Visa Defendant and any Mastercard Defendant, (B) between or among any Visa Defendant or Mastercard Defendant and any other Rule 23(b)(3) Settlement Class Released Party or Parties, or (C) between or among any Defendant or Rule 23(b)(3) Settlement Class Released Party or Parties, relating to (i)-(v) above or to any Rule 23(b)(3) Settlement Class Released Party's imposition of, compliance with, or adherence to (i)-(v) above.
- (c) For purposes of clarity, references to the rules identified in this Paragraph 31 mean those rules as they are or were in place on or before the Settlement Preliminary Approval Date and rules in place thereafter that are substantially similar to those rules in place as of the Settlement Preliminary Approval Date.
- 32. 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 29-31. Without limiting the generality of the foregoing, each Rule 23(b)(3) Settlement Class Releasing Party expressly and irrevocably

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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. "CERTAIN CLAIMS NOT AFFECTED BY GENERAL SECTION 1542 PROVIDES: 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 29-31, 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 29-31, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional Rule 23(b)(3) Class Plaintiffs acknowledge, and the members of the Rule 23(b)(3) Settlement Class shall be deemed by operation of the Rule 23(b)(3) Class Settlement Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of this Superseding and Amended Class Settlement Agreement.

- 33. The release in Paragraphs 29-32 above does not bar an investigation or action, whether denominated as *parens patriae*, law enforcement, or regulatory, by a state, quasi-state, or local governmental entity to vindicate sovereign or quasi-sovereign interests. The release shall bar a claim brought by a state, quasi-state, or local governmental entity to the extent that such claim is based on a state, quasi-state, or local government entity's proprietary interests as a member of the Rule 23(b)(3) Settlement Class that has received or is entitled to receive a financial recovery in this action. The release shall also bar a claim, whether denominated as seeking damages, restitution, unjust enrichment, or other monetary relief, brought by a state, quasi-state, or local governmental entity for monetary harm sustained by natural persons, businesses, other non-state, non-quasi-state, and non-local governmental entities or private parties who themselves are eligible to be members of the Rule 23(b)(3) Settlement Class.
- 34. Notwithstanding anything to the contrary in Paragraphs 29-33 above, the release in Paragraphs 29-33 above shall not release:
- (a) A Rule 23(b)(3) Settlement Class Releasing Party's continued participation, as a named representative or non-representative class member, in *Barry's Cut Rate Stores, Inc., et al. v. Visa, Inc., et al.*, MDL No. 1720 Docket No. 05-md-01720-MKB-JO ("*Barry's*"), solely as to injunctive relief claims alleged in *Barry's*. As to all such claims for injunctive relief in *Barry's*, the Rule 23(b)(3) Settlement Class Releasing Parties retain all rights pursuant to Rule 23 of the Federal Rules of Civil Procedure which they have as a named representative plaintiff or absent class member in *Barry's* except the right to initiate a new separate action before five years after the Settlement Final Date. Nothing in this Paragraph shall be read to enlarge, restrict, conflict with, or affect the terms of any release or judgment to which any Rule 23(b)(3) Settlement Class Releasing Party may become bound in *Barry's*, and nothing in the release in Paragraphs 29-33 above shall be interpreted to enlarge, restrict, conflict with, or affect the request for injunctive relief that the plaintiffs in *Barry's* may seek or obtain in *Barry's*.
- (b) Any claims asserted in *B&R Supermarket, Inc., et al.* v. Visa, Inc., et al., No. 17-CV-02738 (E.D.N.Y.), as of the date of the parties' execution of this Superseding and Amended Class Settlement Agreement, that are based on allegations that payment card networks

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unlawfully agreed with one another to shift the liability of fraudulent payment card transactions from card-issuing financial institutions to merchants beginning in October 2015.

- (c) Any claim of a Rule 23(b)(3) Settlement Class Releasing Party that is based on 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 Visa-Branded Credit Cards or Debit Cards, or Mastercard-Branded 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 29-33 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 29-33 above.
- (d) Claims based only on an injury suffered as (i) a payment card network competitor of the Visa Defendants or the Mastercard Defendants, or (ii) an ATM operator that is not owned by, or directly or indirectly controlled by, one or more of the Rule 23(b)(3) Settlement Class Released Parties.
- 35. Except as provided above in Paragraph 34, upon the Settlement Final Approval Date each of the Rule 23(b)(3) Settlement Class Releasing Parties agrees and covenants not to: (a) sue any of the Rule 23(b)(3) Settlement Class Released Parties on the basis of any claim released in Paragraphs 29-33 above; (b) assist any third party in commencing or maintaining any private civil lawsuit against any Rule 23(b)(3) Settlement Class Released Party related in any way to any claim released in Paragraphs 29-33 above; or (c) take any action or make any claim until five years after the Settlement Final Date that as of or after the Settlement Final Approval Date a Rule 23(b)(3) Settlement Class Released Party has continued to participate in, and failed to withdraw from, any alleged unlawful horizontal conspiracies or agreements relating to the claims released in Paragraphs 29-33 above, which allegedly arise from or relate to the pre-IPO structure or governance of any of the Visa Defendants or the pre-IPO structure or governance of any of the Mastercard Defendants, or any Bank Defendant's participation therein. For the avoidance of doubt, however, nothing in this Paragraph shall preclude a Rule 23(b)(3) Settlement Class Releasing Party from taking any action compelled by law or court order.
- Each Rule 23(b)(3) Settlement Class Releasing Party further releases each of the 36. Visa Defendants, Mastercard Defendants, and Bank Defendants, and their counsel and experts in this Action, from any claims relating to the defense and conduct of this Action, including the negotiation and terms of the Definitive Class Settlement Agreement or this Superseding and Amended Class Settlement Agreement, except for any claims relating to enforcement of this Superseding and Amended Class Settlement Agreement. Each Visa Defendant, Mastercard Defendant, and Bank Defendant releases the Rule 23(b)(3) Class Plaintiffs, the other plaintiffs in the Class Actions (except for the plaintiffs named in Barry's), Rule 23(b)(3) Class Counsel, Rule 23(b)(3) Class Plaintiffs' other counsel who have participated in any settlement conferences before the Court for a Class Plaintiff that executes this Superseding and Amended 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 the Definitive Class Settlement Agreement or this Superseding and Amended Class Settlement Agreement, except for any claims relating to enforcement of this Superseding and Amended Class Settlement Agreement.

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37. In the event that this Superseding and Amended Class Settlement Agreement is terminated pursuant to Paragraphs 61-64 below, or any condition for the Settlement Final Approval Date is not satisfied, the release and covenant not to sue provisions of Paragraphs 29-36 above shall be null and void and unenforceable.

# ATTACHMENT C

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To merchants who have accepted \$\frac{1025}{1085}\$ and Mastercard at any time from January 1, 2004 to January 25, 2019: Notice of a class action settlement of approximately \$5.54-6.24 Billion.

Si desea leer este aviso en español, llámenos o visite nuestro sitio web, www.PaymentCardSettlement.com.

Notice of a class action settlement authorized by the U.S. District Court, Eastern District of New York.

This notice is authorized by the Court to inform you about an agreement to settle a class action lawsuit that may affect you. The lawsuit claims that Visa and Mastercard, separately, and together with certain banks, violated antitrust laws and caused merchants to pay excessive fees for accepting Visa and Mastercard credit and debit cards, including by:

- Agreeing to set, apply, and enforce rules about merchant fees (called *default interchange fees*);
- Limiting what merchants could do to encourage their customers to use other forms of payment; and
- Continuing that conduct after Visa and Mastercard changed their corporate structures.

The defendants say they have done nothing wrong. They say that their business practices are legal and the result of competition, and have benefitted merchants and consumers. The Court has not decided who is right because the parties agreed to a settlement. The Court has given preliminary approval to this settlement.

#### THE SETTLEMENT

Under the settlement, Visa, Mastercard, and the bank defendants have agreed to provide approximately \$6.24 billion in class settlement funds. Those funds are subject to a deduction to account for certain merchants that exclude themselves from the Rule 23(b)(3) Settlement Class, but in no event will the deduction be greater than \$700 million. The net class settlement fund will be used to pay valid claims of merchants that accepted Visa or Mastercard credit or debit cards at any time between January 1, 2004 and January 25, 2019.

This settlement creates the following Rule 23(b)(3) Settlement Class: All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to January 25, 2019. The Dismissed Plaintiffs are plaintiffs that previously settled and dismissed their own lawsuit against a Defendant, and entities related to those plaintiffs. If you are uncertain about whether you may be a Dismissed Plaintiff, you should call 1-800-625-6440 or visit www.PaymentCardSettlement.com for more information.

#### WHAT MERCHANTS WILL GET FROM THE SETTLEMENT

Every merchant in the Rule 23(b)(3) Settlement Class that does not exclude itself from the class by the deadline described below and files a valid claim will get money from the class settlement fund. The value of each claim will be based on the actual or estimated interchange fees attributable to the merchant's Mastercard and Visa payment card transactions from January 1, 2004 to January 25, 2019. *Pro rata* payments to merchants who file valid claims for a portion of the class settlement fund will be based on:

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- The amount in the class settlement fund after the deductions described below,
- The deduction to account for certain merchants who exclude themselves from the class,
- Deductions for the cost of settlement administration and notice, applicable taxes on the settlement fund and any other related tax expenses, money awarded to the Rule 23(b)(3) Class Plaintiffs for their service on behalf of the Class, and attorneys' fees and expenses, all as approved by the Court, and
- The total dollar value of all valid claims filed.

Attorneys' fees and expenses and service awards for the Rule 23(b)(3) Class Plaintiffs: For work done through final approval of the settlement by the district court, Rule 23(b)(3) Class Counsel will ask the Court for attorneys' fees in an amount that is a reasonable proportion of the class settlement fund, not to exceed 10% of the class settlement fund, 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 the funds, and litigate any appeals, Rule 23(b)(3) Class Counsel may seek reimbursement at their normal hourly rates. Rule 23(b)(3) Class Counsel will also request (i) an award of their litigation expenses (not including the administrative costs of settlement or notice), not to exceed \$40 million and (ii) up to \$250,000 per each of the eight Rule 23(b)(3) Class Plaintiffs in service awards for their efforts on behalf of the Rule 23(b)(3) Settlement Class.

#### HOW TO ASK FOR PAYMENT

To receive payment, merchants must fill out a claim form. If the Court finally approves the settlement, and you do not exclude yourself from the Rule 23(b)(3) Settlement Class, you will receive a claim form in the mail or by email. Or you may ask for one at: www.PaymentCardSettlement.com, or call: 1-800-625-6440.

#### **LEGAL RIGHTS AND OPTIONS**

Merchants who are included in this lawsuit have the legal rights and options explained below. You may:

- File a claim to ask for payment. Once you receive a claim form, you can submit it via mail or email, or may file it online at www.PaymentCardSettlement.com.
- Exclude yourself from the Rule 23(b)(3) Settlement Class. If you exclude yourself, you can individually sue the Defendants on your own at your own expense, if you want to. If you exclude yourself, you will not get any money from this settlement. If you are a merchant and wish to exclude yourself, you must make a written request, place it in an envelope, and mail it with postage prepaid and postmarked no later than July 23, 2019, or send it by overnight delivery shown as sent by July 23, 2019, to Class Administrator, Payment Card Interchange Fee Settlement, P.O. Box 2530, Portland, OR 97208-2530. Your written request must be signed by a person authorized to do so and provide all of the following information: (1) the words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation," (2) your full name, address, telephone number, and taxpayer identification number, (3) the merchant that wishes to be excluded from the Rule 23(b)(3) Settlement Class, and what position or authority you have to exclude the merchant, and (4) the business names, brand names, "doing business as" names, taxpayer identification number(s), and addresses of any stores or sales locations whose sales the merchant desires to be excluded. You also are requested to provide for each such business or brand name, if reasonably available: the legal name of any parent (if applicable), dates Visa or Mastercard card acceptance began (if after January 1, 2004) and ended (if prior to January 25, 2019), names of all banks that acquired the Visa or Mastercard card transactions, and acquiring merchant ID(s).
- Object to the settlement. The deadline to object is July 23, 2019. To learn how to object, visit www.PaymentCardSettlement.com or call 1-800-625-6440. Note: If you exclude yourself from the Rule 23(b)(3) Settlement Class you cannot object to the settlement.

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For more information about these rights and options, 55 it: www.PaymentCardSettlement.com.

#### IF THE COURT APPROVES THE FINAL SETTLEMENT

Members of the Rule 23(b)(3) Settlement Class who do not exclude themselves by the deadline will be bound by the terms of this settlement, including the release of claims against the released parties provided in the settlement agreement, whether or not the members file a claim for payment.

The settlement will resolve and release claims by class members for monetary compensation or injunctive relief against Visa, Mastercard, or other defendants. The release bars the following claims:

- Claims based on conduct and rules that were alleged or raised in the litigation, or that could have been alleged or raised in the litigation relating to its subject matter. This includes any claims based on interchange fees, network fees, merchant discount fees, no-surcharge rules, no-discounting rules, honor-all-cards rules, and certain other conduct and rules. These claims are released if they already have accrued or accrue in the future up to five years following the court's approval of the settlement and the resolution of all appeals.
- Claims based on rules in the future that are substantially similar to i.e., do not change substantively the nature of the above-mentioned rules as they existed as of preliminary approval of the settlement. These claims based on future substantially similar rules are released if they accrue up to five years following the court's approval of the settlement and the resolution of all appeals.

The settlement's resolution and release of these claims is intended to be consistent with and no broader than federal law on the identical factual predicate doctrine.

The release does *not* extinguish the following claims:

- Claims based on conduct or rules that could not have been alleged or raised in the litigation.
- Claims based on future rules that are not substantially similar to rules that were or could have been alleged or raised in the litigation.
- Any claims that accrue more than five years after the court's approval of the settlement and the resolution of any appeals.

The release also will have the effect of extinguishing all similar or overlapping claims in any other actions, including but not limited to the claims asserted in a California state court class action brought on behalf of California citizen merchants and captioned *Nuts for Candy v. Visa, Inc., et al.*, No. 17-01482 (San Mateo County Superior Court). Pursuant to an agreement between the parties in *Nuts for Candy*, subject to and upon final approval of the settlement of the Rule 23(b)(3) Settlement Class, the plaintiff in *Nuts for Candy* will request that the California state court dismiss the *Nuts for Candy* action. Plaintiff's counsel in *Nuts for Candy* may seek an award in *Nuts for Candy* of attorneys' fees not to exceed \$6,226,640.00 and expenses not to exceed \$493,697.56. Any fees or expenses awarded in *Nuts for Candy* will be separately funded and will not reduce the settlement funds available to members of the Rule 23(b)(3) Settlement Class.

The release **does not** bar the injunctive relief claims or the declaratory relief claims that are a predicate for the injunctive relief claims asserted in the pending proposed Rule 23(b)(2) class action captioned *Barry's Cut Rate Stores, Inc., et. al. v. Visa, Inc., et al.*, MDL No. 1720, Docket No. 05-md-01720-MKB-JO ("*Barry's*"). Injunctive relief claims are claims to prohibit or require certain conduct. They do not include claims for payment of money, such as damages, restitution, or disgorgement. As to all such claims for declaratory or injunctive relief in *Barry's*, merchants will retain all rights pursuant to

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Rule 23 of the Federal Rules of Civil Procedure When they have as a named representative plaintiff or absent class member in *Barry's*, except that merchants remaining in the Rule 23(b)(3) Settlement Class will release their right to initiate a new and separate action for the period up to five (5) years following the court's approval of the settlement and the exhaustion of appeals.

The release also does not bar certain claims asserted in the class action captioned *B&R Supermarket*, *Inc.*, *et al.* v. *Visa*, *Inc.*, *et al.*, No. 17-CV-02738 (E.D.N.Y.), or claims based on certain standard commercial disputes arising in the ordinary course of business.

For more information on the release, see the full mailed Notice to Rule 23(b)(3) Settlement Class Members and the settlement agreement at: www.PaymentCardSettlement.com.

#### THE COURT HEARING ABOUT THIS SETTLEMENT

On **November 7, 2019**, there will be a Court hearing to decide whether to approve the proposed settlement. The hearing also will address the Rule 23(b)(3) Class Counsel's requests for attorneys' fees and expenses, and awards for the Rule 23(b)(3) Class Plaintiffs for their representation of merchants in MDL 1720, which culminated in the settlement agreement. The hearing will take place at:

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

You do not have to go to the Court hearing or hire an attorney. But you can if you want to, at your own cost. The Court has appointed the law firms of Robins Kaplan LLP, Berger Montague PC, and Robbins Geller Rudman & Dowd LLP as Rule 23(b)(3) Class Counsel to represent the Rule 23(b)(3) Settlement Class.

## **QUESTIONS?**

For more information about this case (In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720), you may:

Call toll-free: 1-800-625-6440

Visit: www.PaymentCardSettlement.com

Write to the Class Administrator: Payment Card Interchange Fee Settlement, P.O. Box 2530, Portland, OR 97208-2530

Email: info@PaymentCardSettlement.com

Please check www.PaymentCardSettlement.com for any updates relating to the settlement or the settlement approval process.

www.PaymentCardSettlement.com

1-800-625-6440 • info@PaymentCardSettlement.com

# ATTACHMENT D

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

UNITED	<b>STATES</b>	DISTRICT	COURT
FASTER	N DISTR	ICT OF NE	W VORK

IN RE PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT ANTITRUST LITIGATION

This Document Relates to: All Cases.

No. 05 md 01720 (MKB) (JO)

You are receiving this notice because you have been identified as a merchant related to the following Dismissed Plaintiff as identified in Appendix B:

## **Notice of Exclusion from Class Action Settlement**

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

To merchants listed on the attached Appendix B and related merchants that have accepted any Visa or Mastercard cards.

Si desea leer este aviso en español, llámenos o visite nuestro sitio web, www.PaymentCardSettlement.com.

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

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This Notice is authorized by the Court to inform you that you have been identified as a "Dismissed Plaintiff" (defined below) in a \$5.54–\$6.24 billion settlement of a class action lawsuit, in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (MKB) (JO). You therefore will be excluded from the Class as defined in the Settlement and will not be eligible to receive Settlement funds, unless you also accepted Visa and Mastercard cards in a capacity other than as a Dismissed Plaintiff.

The lawsuit claims that merchants paid excessive interchange fees to accept Visa and Mastercard cards because Visa and Mastercard, individually and together with banks, adopted rules and engaged in conduct that violated the antitrust laws. The Court initially approved a settlement with a class of merchants in 2012, but that approval was reversed on appeal. The Court now has preliminarily approved a new settlement with a class of persons, businesses, and other entities that accepted Visa-Branded Cards and Mastercard-Branded Cards since January 1, 2004.

The Class and the Settlement exclude "Dismissed Plaintiffs" that filed their own individual lawsuits against any Defendant<sup>1</sup> and subsequently dismissed those lawsuits with prejudice. The "Dismissed Plaintiffs" also include stores, locations, brand names, businesses, and additional entities that those dismissing plaintiffs identified in their requests to be excluded from the prior class settlement in 2012.

You have been identified as a "Dismissed Plaintiff" because you are (1) a merchant listed on the attached Appendix B that dismissed its lawsuit with prejudice, or (2) were identified as a merchant related to one of those dismissing merchants on its request to be excluded from the prior class settlement in 2012. If you have questions about why you were identified as a "Dismissed Plaintiff," you should be considered a "Dismissed Plaintiff," you should contact the counsel identified below.

If you are a "Dismissed Plaintiff" that accepted Visa or Mastercard cards *only* as a merchant listed on Appendix B or because of your relationship to one of those merchants, you will not be eligible to make a claim or receive funds in the new class action settlement.

However, if you also accepted Visa or Mastercard cards in a different capacity, you may still be able to participate in the Class Settlement and make a claim for Settlement funds to the extent that you accepted Visa or Mastercard cards in that different capacity. That would be the case, for example, if you had other businesses, brand names, or locations not related to a merchant listed on Appendix B at which you also accepted Visa or Mastercard cards. If so, you should follow the instructions on how to participate in the Settlement or exclude yourself from the Settlement in a separate notice that you should receive with information regarding the lawsuit and its Settlement. That notice also can be found on the website identified below. You should carefully review that notice. If you have questions, you can contact the counsel listed below for further information.

#### **QUESTIONS?**

If you have any questions about this Notice or the Settlement, or how you may be eligible to participate in the Settlement and receive settlement funds, you should contact:

Michael J. Kane Berger Montague PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 mkane@bm.net 215-875-3000

More information about the Settlement is available at www.PaymentCardSettlement.com.

Defendants in this action are Visa U.S.A. Inc.; Visa International Service Association (also known as Visa International); Visa Inc.; Mastercard International Incorporated; Mastercard Incorporated; Bank of America, N.A.; BA Merchant Services LLC (formerly known as National Processing, Inc.); Bank of America Corporation; Barclays Bank plc; Barclays Delaware Holdings, LLC (formerly known as Juniper Financial Corporation); Barclays Bank Delaware (formerly known as Juniper Bank); Barclays Financial Corp.; Capital One Bank (USA), N.A.; Capital One F.S.B.; Capital One Financial Corporation; Chase Bank USA, N.A. (and as successor to Chase Manhattan Bank USA, N.A. and Bank One, Delaware, N.A.); Paymentech, LLC (and as successor to Chase Paymentech Solutions, LLC); JPMorgan Chase & Co. (and as successor to Bank One Corporation); JPMorgan Chase Bank, N.A. (and as successor to Washington Mutual Bank); 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; The PNC Financial Services Group, Inc. (and as acquirer of National City Corporation); National City Bank of Kentucky; SunTrust Banks, Inc.; SunTrust Bank; Texas Independent Bancshares, Inc.; and Wells Fargo & Company (and as successor to Wachovia Corporation).

## **APPENDIX B – Dismissed Plaintiffs**

BI-LO, LLC; and Bruno's Supermarkets, Inc. Hy-Vee, Inc. The Kroger Co. Albertson's Inc. Safeway, Inc. Ahold U.S.A., Inc. Walgreen Co. Maxi Drug, Inc. (and doing business as Brooks Pharmacy) **Eckerd Corporation** Delhaize America, Inc. The Great Atlantic & Pacific Tea Company H.E. Butt Grocery Company Meijer, Inc.; and Meijer Stores Limited Partnership Publix Supermarkets, Inc. QVC, Inc. Raley's Rite Aid Corporation; and Pathmark Stores, Inc. Supervalu Inc. Wakefern Food Corporation Delta Air Lines, Inc. (and as successor in interest to Northwest Airlines Corp.); Delta Private Jets, Inc.; and MLT, Inc. Fiesta Restaurant Group, Inc. Alfred H. Siegel as Trustee of the Circuit City Stores, Inc. Liquidating Trust Curtis R. Smith as Trustee of the BGI Creditors' Liquidating Trust Performance Food Group, Inc. META Advisors LLC (f/k/a KDW Restructuring and Liquidation Services, LLC) as Trustee of the Deel Liquidating Trust Dots, LLC **Hewlett-Packard Company** Manheim, Inc.; AutoTrader Group, Inc.; Cox Media Group, LLC; Cox Communications, Inc.; and Cox Enterprises,

G6 Hospitality, LLC (and as successor in interest to Accor North America, Inc.); and Motel 6 Operating LP

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Live Nation Entertainment, Inc.

Air Canada

Air New Zealand Limited

Amway Corp. (f/k/a Quixtar, Inc.); and Alticor Inc.

Blue Nile, LLC

Callaway Golf Company; Callaway Golf Interactive, Inc.; Callaway Golf Sales Company; and uPlay, Inc.

CheapCarribbean.com, Inc.

Cinemark USA, Inc.; CNMK Texas Properties, LLC; Laredo Theater, Ltd.; Greeley, Ltd.; Cinemark Partners II, Ltd.; and Century Theaters, Inc.

City of Houston

ClubCorp USA, Inc. (both itself and as assignee of all affiliates listed in Exhibit 5 to the August 13, 2013 complaint in *Delta Air Lines, Inc. et al. v. Visa, Inc., et al.*, No. 13-CV-04766 (E.D.N.Y.))

CST Brands, Inc.; CST USA, Inc.; CST Services, LLC; Autotronic Systems, Inc.; Big Diamond, LLC; Big Diamond Number 1, LLC; CST Arkansas Stations, LLC; CST California Stations, Inc.; CST Diamond, LP; CST Marketing and Supply Company; CST Metro LLC; CST Security Services, Inc.; Diamond Shamrock Arizona, Inc.; Diamond Shamrock Stations, Inc.; Emerald Marketing, Inc.; National Convenience Stores Incorporated; Sigmor Beverage, Inc.; Sigmor Company, LLC; Sigmor Number 5, Inc.; Sigmor Number 43, Inc.; Sigmor Number 79, Inc.; Sigmor Number 103, Inc.; Sigmor Number 105, Inc.; Sigmor Number 119, Inc.; Sigmor Number 178, Inc.; Sigmor Number 238, Inc.; Sigmor Number 259, Inc.; Sigmor Number 422, Inc.; Skipper Beverage Company, LLC; Sunshine Beverage Co.; TOC-DS Company; Valley Shamrock, Inc.; and VRG Diamond Holdings, LLC

Diamond Foods, LLC

Duke Energy Corporation; Cinergy Corporation; Duke Energy Business Services LLC; Duke Energy Carolinas LLC; Duke Energy Florida, Inc.; Duke Energy Ohio, Inc.; Duke Energy Indiana, Inc.; Duke Energy Kentucky, Inc.; Duke Energy Progress, Inc.; Progress Energy Services Company LLC; and Progress Energy, Inc.

El Al Israel Airlines Ltd.

Emerald Foods, Inc.

**Etihad Airways** 

EVA Airways Corp.

Fastrac Markets, LLC

Group 1 Automotive, Inc. (both itself and as assignee of all affiliates listed in Exhibit 1 to the August 13, 2013 complaint in *Delta Air Lines, Inc. et al. v. Visa, Inc., et al.*, No. 13-CV-04766 (E.D.N.Y.))

Harris County, Texas

Harris County Hospital District d/b/a Harris County Health System

J Hilburn, Inc.

K Partners Hospitality Group, LP (both itself and as assignee of all affiliates listed in Exhibit 2 to the August 13, 2013 complaint in *Delta Air Lines, Inc. et al. v. Visa, Inc., et al.*, No. 13-CV-04766 (E.D.N.Y.))

KEL, Inc. d/b/a Dimensions

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LQ Management, L.L.C.; La Quinta Inns, Inc.

MAPCO Express, Inc.

The Mark Travel Corporation; The Mark Travel Corporation dba Lamacchia Enterprises, Inc.; The Mark Travel Corporation dba United Vacations Hawaii; MGM Resorts Vacations, LLC dba MGM Mirage Resorts Vacations; The Mark Travel Corporation dba Blue Sky Tours, Inc.; The Mark Travel Corporation dba Nevada Coaches, LLC; The Mark Travel Corporation dba Showtime Tours; Trans Global Tours, LLC; The Mark Travel Corporation dba Adventure Tours USA; The Mark Travel Corporation dba VAX Vacation Access; The Mark Travel Corporation dba Mark International; Bestway Limousine, Inc. dba Casino Holiday; Vacations Together, Inc.; Vacation Together, Inc. dba Sears Vacation; Traterra; The Mark Travel Corporation dba Trisept Solutions; The Mark Travel Corporation dba Global Booking Solutions (G2 Switchworks); Bestway Limousine; and Hidden Glen at Bentdale Farms

Mary Kay Inc.

The Men's Wearhouse, Inc. (both itself and as assignee of all affiliates listed in Exhibit 3 to the August 13, 2013 complaint in *Delta Air Lines, Inc. et al. v. Visa, Inc., et al.*, No. 13-CV-04766 (E.D.N.Y.))

Murphy Oil USA, Inc.

The Neptune Society, Inc.

OnCue Marketing, LLC; Shaw's Gulf, LLC (formerly known as Shaw's Gulf, Inc); and Jack Griffith's Gas-Up, LLC (formerly known as Jack Griffith's Gas-Up, Inc.)

Orbitz Worldwide, LLC; Orbitz, LLC ("Orbitz.com"); and Trip Network, Inc. ("Cheaptickets.com")

Pier 1 Imports (U.S.), Inc.

Qantas Airways Limited; and Jetstar Airways Limited

RadioShack Corporation; Kiosk Operations, Inc.; SCK, Inc. a/k/a SC Kiosks, Inc.; TE Electronics, LP; Atlantic Retail Ventures, Inc.; and ITC Service, Inc.

Red Roof Inns, Inc.; Red Roof Franchising, LLC; RRI Reservations, LLC; R-Roof I, LLC; R-Roof II, LLC; R-Roof III, LLC; R-Roof IV, LLC; R-Roof VI, LLC; R-Roof Holdings II, LLC; R-Roof Holdings II, LLC; R-Roof Funds, LLC; R-Roof Assets, LLC; R-Roof Business Trust I; R-Roof Business Trust IV; R-Roof Mezz I, LLC; R-Roof Mezz II, LLC; R-Roof Mezz III, LLC; R-Roof Mezz IV, LLC; R-Roof Mezz VI, LLC; R-Roof Mezz VI A, LLC; and R-Roof Mezz VI B, LLC

Red Wing Brands of America, Inc.; and Red Wing Shoe Company, Inc.

Reliant Energy Retail Services LLC; NRG EV Services LLC d/b/a eVgo; US Retailers, LLC d/b/a Pennywise Power; and Everything Energy LLC d/b/a Independence Energy

Service Corporation International; SCI Funeral & Cemetery Purchasing Cooperative, Inc. (both itself and as assignee of all affiliates listed in Exhibit 4 to the August 13, 2013 complaint in *Delta Air Lines, Inc. et al. v. Visa, Inc., et al.*, No. 13-CV-04766 (E.D.N.Y.))

Singapore Airlines Limited

Societe Air France

Suit Mart, Inc.

Travelocity.com LP

United Supermarkets, LLC

Valero Energy Corporation; and Valero Marketing and Supply Company

WW Grainger, Inc.; Zoro Tools, Inc.; Imperial Supplies LLC; and GHC Specialty Brands, LLC

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Wesco, Inc.

T-Mobile USA, Inc.; Western PCS Corporation; VoiceStream Wireless Corporation; and MetroPCS Wireless Inc.

Hawaiian Holdings, Inc.; and Hawaiian Airlines, Inc.

JetBlue Airways Corporation; and Live TV, LLC

DSW Inc. (identified as in its complaint as DSW, Inc.)

Federal Express Corporation; FedEx Ground Package Systems, Inc.; FedEx Trade Networks, Inc.; FedEx Freight, Inc.; FedEx Office and Print Services, Inc.; and FedEx Tech Connect Services, Inc. f/k/a FedEx Customer Information Services, Inc.

Southwest Airlines Co.; and Airtran Airways, Inc.

Alaska Air Group, Inc.; Alaska Airlines, Inc.; and Horizon Air Industries, Inc.

Progressive Casualty Insurance Company

Avis Budget Group, Inc.; Avis Rent A Car System LLC; Budget Rent A Car System, Inc.; Budget Truck Rental LLC; Zipcar, Inc.; and LAS Rentals, LLC d/b/a Payless Car Rental

Bed Bath & Beyond Inc.; Buy Buy Baby, Inc.; Christmas Tree Shops, Inc.; Harmon Stores, Inc.; Cost Plus, Inc.; Harbor Linen, LLC; and T-Y Group, LLC

Brinker International, Inc.

Pepper Dining, Inc.

**Burlington Coat Factory Warehouse Corporation** 

Forever 21 Retail, Inc.

Global Cash Access, Inc.

Harris Teeter, Inc.

Landry's, Inc.

R.T.G. Furniture Corp.

Safe Auto Insurance Company

Spirit Airlines, Inc.

Toys "R" Us, Inc.; and Toys "R" Us-Delaware, Inc.

Wegmans Food Markets, Inc.

Winn-Dixie Stores, Inc.

Carnival Corporation; and Carnival PLC

O'Reilly Automotive Stores, Inc.; and O'Reilly Auto Enterprises, LLC f/k/a CSK Auto, Inc.

British Airways, Plc

Bloomin' Brands, Inc.

Piggly Wiggly Midwest, LLC

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Butera Finer Foods, Inc.

AutoZone, Inc.

Century 21 Department Stores LLC

Host Hotels and Resorts, L.P.; HST Lessee SLT LLC; HST Lessee Boston LLC; HST Lessee Keystone LLC; HST Lessee Needham LLC; HST Lessee SNYT LLC; HST Lessee CMBS LLC; HST Lessee San Diego LP; HST Lessee Tucson LLC; HST Lessee SR Houston LP; HST Lessee WNY LLC; HST Union Square LLC; CCSH Atlanta LLC; HST WRN LLC; HST Lessee Cincinnati LLC; HST Lessee Denver LLC; HST Lessee Indianapolis LLC; HST Kierland LLC; HST Lessee LAX LP; HST Lessee Mission Hills LP; HST Grand Central LLC; HST W. Seattle LLC; HST Lessee S. Coast LP; and HST Lessee Waltham LLC

The Gymboree Corporation

Google Inc.; and Google Payment Corp.

1-800 CONTACTS, Inc. d/b/a South Valley Optical; and 1-800 CONTACTS, Inc. (identified in the complaint in *Bass Pro Group, LLC, et al. v. Visa, Inc., et al.*, No. 14-CV-07540 (E.D.N.Y.), as 1-800 CONTACTS, Inc. d/b/a Glasses. com but formerly and no longer doing business as Glasses.com)

Bass Pro Group, LLC; American Sportsman Holdings Co.; Bass Pro Outdoor World, LLC (individually and as successor in interest to World Wide Sportsman, LLC and World Wide Sportsman, Inc.); Bass Pro Shops White River Conference & Education Center, LLC; Big Cedar, LLC; BPIP, LLC; BPS Direct, LLC; Fryingpan River Ranch, LLC; Islamorada Fish Company, LLC; Islamorada Fish Company Kansas, LLC; Islamorada Fish Company Texas, LLC; Sportsman's Distribution Co. of GA, LLC; Sportsman's Specialty Group, LLC; TMBC Corp. of Canada (individually and as successor in interest to TMBC Corp. of Canada (Calgary)); TMBC, LLC; Tracker Marine Financial Services, LLC; Tracker Marine, LLC (individually and as successor in interest to Mako Marine International, LLC f/k/a Mako Marine International, Inc.); Tracker Marine Retail, LLC (individually and as successor in interest to Flagship, LLC); and Travis Boats & Motors Baton Rouge, LLC

Board of Trustees of the University of Arkansas, acting for the University of Arkansas, Fayetteville

Charming Charlie LLC (as successor in interest to Charming Charlie, Inc.)

City of Scottsdale

Crocs, Inc.; Bite, Inc.; Crocs Retail, LLC (individually and as successor in interest to Crocs Online, Inc. and Crocs Retail, Inc.); Fury, Inc.; Jibbitz, LLC; and Ocean Minded, Inc.

Ethan Allen (Canada) Inc.; Ethan Allen Interiors, Inc.; Ethan Allen Miami, LLC; Ethan Allen Operations, Inc. (and as successor to Ethan Allen Manufacturing Corporation); Ethan Allen Realty, LLC; Ethan Allen Retail, Inc. (and as successor to Ethan Allen, Inc.); Ethanallen.com Inc. (identified in the complaint in *Bass Pro Group, LLC, et al. v. Visa, Inc., et al.*, No. 14-CV-07540 (E.D.N.Y.), as Ethan Allen.com, Inc.); Ethan Allen Global, Inc; Lake Avenue Associates, Inc.; and Manor House, Inc.

Ignite Restaurant Group, Inc.; BHTT Entertainment, Inc.; BHTT Private Club – Plano TX; Crab Addison, Inc.; Ignite Restaurants – New Jersey, Inc.; Joe's Crab Shack – Abingdon MD, Inc.; Joe's Crab Shack – Alabama Private Club, Inc.; Joe's Crab Shack – Anne Arundel MD, Inc. (identified in the complaint as Joe's Crab Shack – Anne Arundel MC, Inc.); Joe's Crab Shack – Hunt Valley MD, Inc.; Joe's Crab Shack – Kansas, Inc.; Joe's Crab Shack – Maryland, Inc.; Joe's Crab Shack – Redondo Beach, Inc.; Joe's Crab Shack – San Diego, Inc.; Joe's Crab Shack – Texas Inc.; and JCS Monmouth Mall – NJ, LLC

Love's Travel Stops & Country Stores, Inc.

Lucky Brand Dungarees Stores, Inc.

Nine West Holdings (identified in the complaint in *Bass Pro Group, LLC, et al. v. Visa, Inc., et al.*, No. 14-CV-07540 (E.D.N.Y.), as successor in interest to The Jones Group Inc., Brian Atwood IP Company, LLC, JAG Footwear, Accessories and Retail Corporation, Jones Apparel Group Holdings, Inc., and Jones Apparel Group USA, Inc.); Jones Distribution Corporation; Nine West Jeanswear Holding LLC f/k/a Jones Holding Inc.; Jones Investment Co. Inc.; Jones Management Service Company; One Jeanswear Group, Inc. (and as successor in interest to Jones Jeanswear Group, Inc.); and Nine West Development LLC f/k/a Nine West Development Corporation

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Ross Dress for Less, Inc.

Scandinavian Airlines of North America, Inc.; and Scandinavian Airlines System Denmark-Norway-Sweden

Sinclair Oil Corporation; Grand America Hotel Company; Little America Hotel Company; Sun Valley Company; Westgate Hotel Company; Little America Hotels and Resorts Inc.; and Snowbasin Resort Company

Starving Students, Inc.

Stuart Weitzman Holdings, LLC; Lizzy Mae, Inc.; Stuart Weitzman IP, LLC; Stuart Weitzman Retail Stores, LLC; and Stuart Weitzman, LLC

Tiffany and Company d/b/a Tiffany & Co.

Twin Liquors, LP

Waffle House, Inc.; East Coast Waffles, Inc.; Mid South Waffles, Inc.; Midwest Waffles, Inc.; and Ozark Waffles, L.L.C.

Williams-Sonoma, Inc.

TXU Energy Retail Company, LLC

Minnesota Twins, LLC; Twins Ballpark, LLC; Facets Fine Jewelry, LLC; Granite City Food & Brewery Ltd.; TCA Imports, LLC; Twin Cities Hyundai, LLC; Twin Cities VW, LLC; St. Cloud Hyundai, LLC; North Branch TCA Chevrolet, LLC; Star West TCA Chevrolet, LLC; Maplewood TCA A, LLC; Golden Valley TCA P, LLC; Maplewood TCA MP, LLC; Golden Valley TCA A, LLC; and Twin Cities CRA, LLC

Grayling Corporation (d/b/a Chili's Grill & Bar); Bluewater Grille, LLC (d/b/a Blue2O Seafood Bar + Grill); Grady's American Grill Restaurant Corporation (d/b/a Porterhouse Steaks & Seafood); Grady's American Grill, L.P. (d/b/a Grady's American Grill); Quality Dining, Inc.; Bravogrand, Inc. (d/b/a Burger King); Full Service Dining, Inc. (d/b/a Spageddies); Grady's American Grill Restaurant Corporation (d/b/a Grady's American Grill); Bravotampa, LLC (d/b/a Burger King); Bravokilo, Inc. (d/b/a Burger King); Southwest Dining, Inc. (d/b/a Chili's Grill & Bar); and Full Service Dining, Inc. (d/b/a Papa Vino's Italian Kitchen)

State of Arizona

Speedy Stop Food Stores, LLC; Thomas Petroleum LLC; Thomas Foods, LLC; and C.L. Thomas, Inc.

Shop Rite, Inc.; Tobacco Plus, Inc.; Rice Palace, Inc.; and Gielen Development, Inc. (replacing plaintiff Gielen Enterprises, Inc.)

Holiday Companies; Holiday Stationstores, Inc.; Gander Mountain Company; Consumers Marine Electronics, Inc.; GMTN Tall Tales, LLC; and Overton's, Inc.

Trans World Entertainment Corporation

Maverik, Inc. (formerly doing business as Maverik Country Stores, Inc. and Caribou Four Corners, Inc.)

Carmike Cinemas, Inc.

ABC Carpet Co., Inc.; ABC Home Furnishings, Inc.; ABC Oriental Carpets, Inc.; The ABC Outlet, Inc.; and ABC Carpet of New Jersey, LLC

Furniture Row BC, Inc.; and Furniture Row, LLC

Sheetz, Inc.

Giant Eagle, Inc.; Riser Foods Company; and The Tamarkin Company

Kum & Go, L.C.

Haverty Furniture Companies, Inc.

ADFP Management Inc.

Allsup's Convenience Stores, Inc.

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Citi Trends, Inc.

Kwik Trip, Inc.

Quick Chek Corporation f/k/a Quick Chek Food Stores

QuikTrip Corporation; and QuickTrip West, Incorporated

Wawa, Inc.

American Airlines, Inc.; American Airlines Group Inc.; and US Airways Group, Inc.

Urban Outfitters, Inc.

Charles M. Forman as the Chapter 7 Trustee for the consolidated bankruptcy estates of Linens Holding Co.; Linens 'n Things, Inc.; Linens 'n Things Center, Inc.; Bloomington, MN., L.T., Inc.; Vendor Finance, LLC; LNT, Inc.; LNT Services, Inc.; LNT Leasing II, LLC; LNT West, Inc.; LNT Virginia LLC; LNT Merchandising Company LLC; LNT Leasing III, LLC; and Citadel LNT, LLC

J.Crew Group, Inc.

BSN SPORTS LLC f/k/a BSN SPORTS, Inc.

RaceTrac Petroleum, Inc.

Waffle House, Inc. (and as assignee on behalf of Ahrooo Waffles, LLC; Amarillo Waffles, LLC; Angelle Enterprises, Inc.; Bluegrass Waffle, LLC; Buckeye Waffles, Inc.; Cathia Inc.; Chesapeake Waffles; Choo Choo Waffles, LLC; D. Love's Restaurants, LLC; Derby City Waffles, LLC; Hillcrest Foods, Inc.; Hilltop Foods, LLC; J. Thomas & Co. Inc.; JD's Wild West Waffles, Inc.; JKW Enterprises, Inc.; Just Us Waffles, LLC; Lakeland Foods, Inc.; Lehigh Valley Waffles, Inc.; Lewis Jones Enterprises, Inc.; Lexidan Foods, LLC; Longhorn Waffles, Inc.; Look Out Waffles, LLC; M&M Waffles, LLC; Memphis Food Group/River Waffles; Mericle's, Inc.; Miller Properties, Inc.; Riverside Restaurant Group, LLC; Rocky Top Waffles, LLC; Texas Waffle Co., Ltd.; TW Odom Management Services; West Penn Waffles, LLC; Winning Waffles, LLC; Yellow Brick Foods, Inc.; and Yogi Hill Corp.)

Einstein Noah Restaurant Group, Inc.

Go-Mart, Inc.

ANN INC.; AnnTaylor, Inc.; AnnTaylor Retail, Inc.; ANN INC. d/b/a Ann Taylor Stores; ANN INC. d/b/a LOFT Stores; ANN INC. d/b/a Ann Taylor Factory Stores; ANN INC. d/b/a LOFT Outlet Stores; ANN INC. d/b/a www.anntaylor.com; and ANN INC. d/b/a www.LOFT.com

NPC International, Inc.

CVS Pharmacy, Inc.

Brown-Thompson General Partnership d/b/a 7-Eleven Stores

Cleveland State University

D & H Company; Dodge Brothers, Inc. (also known as Dodge Brothers); Dodge Oil Company; Dodge Oil Company of Arkansas; Dodge Oil Company of Mississippi; East Coast Oil Company; Giant Oil Company of Mississippi; Giant Oil Company of Kentucky; Go Oil Company, Inc.; H & D Oil Company, Inc. (identified in the complaint in *National Restaurants Management, Inc., et al. v. Visa Inc., et al.*, No. 15-CV-06827 (E.D.N.Y.) as H & D Oil Company; Henry Oil Company of Tennessee; North Mississippi Oil Company; Park Oil Company; Perfection Oil Company; Progressive Oil Company; Quality Oil Company; Royal Oil Company; Savings Carolina Division; Savings Oil Company; Savings, Alabama Division, Inc.; and Savings, Inc.

GES Inc., dba Food Giant

Kent State University

National Restaurants Management, Inc.

Ohio University

# Case 1:05-md-01720-MKB-JO Document 7469-7 Filed 06/07/19 Page 60 of 72 PageID #: 110267

The University of Akron

The University of Toledo

Youngstown State University; and YSU Bookstore

Brookstone Company, Inc.; Brookstone Stores, Inc.; and Brookstone Holdings Corp.

Newegg Inc.; and Evolution Design Lab Inc.

New Prime Inc., d/b/a "PRIME INC."

Wal-Mart Stores, Inc.; Wal-Mart Stores Texas, LLC; Wal-Mart Stores East, LP; Wal-Mart Stores East, LLC; Wal-Mart Louisiana, LLC; Wal-Mart Stores Arkansas, LLC; Sam's West, Inc.; Sam's East, Inc.; Wal-Mart.com USA, LLC; Vudu, Inc.; Inkiru, Inc.; Ozark Spirits, LLC; Green River Spirits, LLC; and Quality Licensing Corp.

State of New Mexico

# ATTACHMENT E

## Payment Card Interchange Fee Settlement

Official Court-Authorized Settlement Website

This is a proposed \$5.54–\$6.24 billion settlement to provide payments to merchants who accepted Visa and Mastercard at any time from January 1, 2004.

- Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September
   18 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18.
   2018
- Memorandum & Order re: Preliminary Approval
- Order Regarding Third-Party Claims Filing Services - Filed September 26, 2018
- Order Regarding Third-Party.
   Claim Filing Disclaimer
   Language
- Additional Order Regarding Third-Party Claim Filing Services
- Order Regarding Misleading
   Third-Party Claim Filing Services

The Court has preliminarily approved a proposed settlement of a maximum of approximately \$6.24 billion and a minimum of at least \$5.54 billion in a class action lawsuit, called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (MKB) (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 settlement creates the following Rule 23(b)(3) Settlement Class: All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard- Branded Card transactions at any time from January 1, 2004 to January 25, 2019. The Dismissed Plaintiffs are plaintiffs that previously settled and dismissed their own lawsuit against a Defendant, and entities related to those plaintiffs. If you are uncertain about whether you may be a Dismissed Plaintiff, you should call 1-800-625-6440 or view the list of Dismissed Plaintiffs for more information.

The <u>Notice</u> has important information for merchants 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 Superseding and Amended Definitive Class Settlement Agreement of the Rule 23(b) (3) Class Plaintiffs and the Defendants and its Appendices (the "Class Settlement Agreement"), available <a href="here">here</a> or by calling 1-800-625-6440. In the event of any conflict between the terms of the Notice or this website and the Class Settlement Agreement, the terms of the Class Settlement Agreement shall control.

Please check this website for any updates relating to the settlement or the settlement approval process.

#### **Current Status**

On January 24, 2019 the Court granted preliminary approval to the settlement filed on September 18, 2018. The Order is available HERE.

#### Important Dates

January 1, 2004 to January 25, 2019

Class Period

July 23, 2019
Deadline to Exclude Yourself from the settlement

July 23, 2019
Deadline to Object to the settlement

November 7, 2019 at 10:00 a.m. Fairness Hearing

TBD

Claim Filing Deadline

Quick Links	Recent Orders	Policies
Home	Settlement Long-Form Notice	Privacy Policy
FAQs	Superseding and Amended Definitive Class	Terms of Use
Documents	Settlement Agreement - Filed September 18, 2018	
Contact	Superseding and Amended Definitive Class	
Pre-register to receive a Claim Form	Settlement Agreement Appendices A through J - Filed September 18, 2018	
	Memorandum & Order re: Preliminary Approval	
	Order Regarding Third-Party Claims Filing Services – Filed September 26, 2018	

## Payment Card Interchange Fee Settlement

Official Court-Authorized Settlement Website

## Frequently Asked Questions

#### **Basic Information**

- 1. Why did I get a 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 in this settlement?
- 8. How do I ask for money from this settlement?
  - a. How much money will I get?

#### The Lawyers Representing You

- 16. Who are the lawyers that represent the Rule 23(b)(3) Settlement Class?
  - a. Should I hire my own lawyer?
- 17. How much will the lawyers and Rule 23(b)(3) Settlement Class Plaintiffs be paid?
- 18. How do I disagree with the requested attorneys' fees, expenses or service awards to Rule 23(b)(3) Settlement Class Plaintiffs?
  - a. What should my Statement of Objections say?
  - b. Can I call the Court or the Judge's office about my objections?

The Court's Fairness Hearing

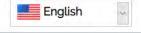
Home

FAQs

**Documents** 

Pre-register

Contact



# Payment Card Interchange Fee Settlement

Official Court-Authorized Settlement Website

## Important Documents

Using the search field below you can find documents using the any one of the following: Document (Docket) Number, Document Title/Description, Date, or Category (Notices, Settlement Agreement, Court Orders , Complaint, Motion for Preliminary Approval, Motion for Summary Judgment, Motion for Class Certification, Motions to Dismiss, Motion for Final Approval, Appeal Briefs).

Show 10 \$\displays \text{entries}		Search:			
Document #	Document Title	.0	Date =	Category =	
7123	Third Consolidated Amended Class Action Complaint (REDACTED)		11/06/2017	Complaint	
	Publication Notice-汉语		2/21/2019	Notices	
	Publication Notice-Tiếng Việt		2/21/2019	Notices	
	Publication Notice-ภาษาไทย		2/21/2019	Notices	
	Publication Notice-日本語		2/21/2019	Notices	
	Publication Notice-한국어		2/21/2019	Notices	
	Publication Notice-Русский		2/21/2019	Notices	

## Payment Card Interchange Fee Settlement

Official Court-Authorized Settlement Website

## Pre-register to receive a Claim Form

#### The Claim Form:

The Claim Form is not available at this time. If the Court <u>approves the settlement</u>, the Court will approve a Claim Form and set a deadline to submit claims.

#### I received a settlement Notice in the mail:

If you received a settlement Notice in the mail, a Claim Form will then be sent to you automatically. At that time, the Claim Form will also be posted on this website and available by calling the toll free number.

#### I did NOT receive a settlement Notice in the mail:

If you did not receive a settlement Notice in the mail, you may use the form below to pre-register to receive a Claim Form. You do not have to pre-register but doing so may be helpful, and does not impact your rights in this case. If you would like to submit any additional information to the Class Administrator at this time, this is optional and you may send an email to <a href="info@PaymentCardSettlement.com">info@PaymentCardSettlement.com</a>.

#### Changes in Mailing Address, etc.:

If your mailing address or other information has changed, you may use this form to provide updated information to the Class Administrator.

#### Proofs of Authority:

Please do not use this form to submit any proof of authority (POA) to file a claim for another person or entity. Such POA requests are not being accepted at this time.

If you previously pre-registered on this website and would like to confirm or update your information, please contact us.

Home FAQs Documents Pre-register Contact English

## Payment Card Interchange Fee Settlement

Official Court-Authorized Settlement Website

## Contact

If you have any questions regarding the Payment Card Interchange Fee Settlement, you may contact the Class Administrator using the information below. Please include the case name ("Payment Card Interchange Fee Settlement"), your name and your return address on all correspondence.

# Email: info@PaymentCardSettlement.com Call: 1-800-625-6440 (Toll-Free) Call Center Hours: 6 a.m. - 6 p.m. PST Monday - Friday except Holidays Write: Payment Card Interchange Fee Settlement P.O. Box 2530 Portland, OR 97208-2530



# ATTACHMENT F

Inicio

Preguntas frecuentes

Documentos

Preinscribase

Contactenos



## Payment Card Interchange Fee Settlement

Tribunal Oficial Autorizado Sitio Web de Asentamiento

Un acuerdo por más de USD 6,240 millones y no menos de USD 5,540 millones ofrecerá pagos a los comerciantes que aceptaron las tarjetas Visa y Mastercard desde el año 2004.

- · Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18, 2018
- Memorandum & Order re: Preliminary Approval
- Order Regarding Third-Party

El Tribunal ha aprobado de manera preliminar un acuerdo propuesto por un máximo de aproximadamente USD 6,240 millones y por un mínimo de al menos USD 5,540 millones en una demanda colectiva llamada *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (MKB)(JO). La demanda se trata de reclamos de que los comerciantes pagaron tasas excesivas para aceptar las tarjetas Visa y Mastercard porque Visa y Mastercard, individualmente y junto con sus respectivos bancos miembros, violaron las leyes antimonopolio.

El acuerdo crea la siguiente grupo de demandantes de la Regla 23(b)(3): Todas las personas, empresas u otras entidades que aceptaron tarjetas Visa y/o Mastercard en los Estados Unidos en cualquier momento entre el 1 de enero de 2004 y el 25 de enero de 2019, excepto que este grupo de la Regla 23(b)(3) no incluya a (a) los demandantes

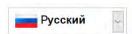
#### Estado actual

El 24 de enero de 2019 el Tribunal otorgó aprobación preliminar al acuerdo presentado el 18 de septiembre de 2018. La Orden está disponible <u>AQUI</u>.

#### Fechas Importantes

1 de enero de 2004 al 25 de enero de 2019

Período de la demanda colectiva



В начало ЧАВО Документы

Пройдите предварительную регистрацию

ію нами

Связаться с

## Payment Card Interchange Fee Settlement

Официальный веб-сайт мирового соглашения, утвержденный судом

Сумма мирового соглашения в размере до 6,24 млрд долл. США, но не менее 5,54 млрд долл. США, позволит произвести выплаты продавцам, которые принимали Visa и Mastercard с 2004 года.

- Settlement Long-Form Notice
- Superseding and Amended
   Definitive Class Settlement
   Agreement Filed September
   18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18.
- Memorandum & Order re: <u>Preliminary Approval</u>
- Order Regarding Third-Party

Судом предварительно утверждено предложенное мировое соглашение на сумму в размере до 6.24 млрд долл. США (но не менее 5.54 млрд долл. США) по групповому иску под названием *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL № 1720 (JG)(JO) (Антимонопольное судебное разбирательство по делу о межбанковской комиссии при использовании платежных карт и торговой уступке, MDL № 1720 (МКВ) (JO)). В исковом требовании утверждается, что торгово-сервисными предприятиями были выплачены избыточные суммы комиссии за принятие платежных карт Visa и Mastercard в результате нарушения антимонопольного законодательства компаниями Visa и Mastercard по отдельности, а также совместно с соответствующими банками-участниками Федеральной резервной системы.

В рамках мирового соглашения создается следующая Группа

#### Текущий статус

24 января 2019 года суд предоставил предварительное согласие на мировое соглашение по делу, возбужденному 18 сентября 2018 года. С приказом можно ознакомиться ЗДЕСЬ.

#### Важные даты

С 1 января 2004 года по 25

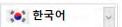
홈페이지

자주 묻는 질문

문서

사전 등록

문의처



# Payment Card Interchange Fee Settlement

공식 법원 승인 합의 웹 사이트

62억 4천만 달러 이하, 55억 4천만 달러 이상의 합의를 통해 2004년 이후로 비자와 마스터카드를 받은 가맹점에게 보상금이 제공됩니다.

- · Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18, 2018
- Memorandum & Order re: Preliminary Approval
- Order Regarding Third-Party Claims Filing Services – Filed September 26, 2018

ホーム

よくある質問

법원은 소건 결제 카드 정산 수수료 및 가맹점 할인 반독점 소송(In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation). MDL 1720 (MKB)(JO)로 명기된 집단소송 재판에서 최대 약 62억 4천만 달러에서 최소 55억 4천만 달러의 합의 제안을 예비 승인했습니다. 본 재판은 비자와 마스터카드가 개별적으로 또는 회원사 은행과 함께 독점금지 법을 위반했기 때문에 비자와 마스터카드를 받은 가맹점이 과도한 수수료를 지불했다는 주장에 대한 건입니다.

합의를 통해 다음 규칙 23(b)(3) 합의 집단소송이 구성됩니다. 2004년 1월 1일에서 2019년 1월 25일까지 미국에서 비자 브랜드의 카드 및/또는 마스터 카드 브랜드의 카드 결제를 받은 모든 개인, 사업체 및 기타 단체. 단 규칙 23(b)(3) 합의 집단소송에는 (a) 각하된 원고. (b) 미국 정부, (c) 본 소송에 거명된 피고와 그들의 이사. 책임자. 또는 그들의 가족. 또는 (d) 2004년 1월 1일부터 2019년 1월 25일까지 비자 브랜드 카드 또는 마스터카드 브랜드 카드를 발급했거나 비자 브랜드 카드 거래 또는 마스터카드 브랜드 거래를 인수한 금융 기관은 제외됩니다. 각하된 원고는 이전에 합의하고 피고에 대한 자신의 소송을 각하한 원고 및 그러한 원고와 관련된 실체입니다. 귀하가 각하된 원고인지 여부가 확실하지 않은 경우 1-800-625-6440으로 전화하거나 자

ドキュメント

事前登録する

お問い合わせ

## 현재 상태

2019년 1월 24일에 법원에서 2018 년 9월 18일에 제출된 합의에 대해 예비 승인했습니다. 명령은 <u>여기</u>에 서 볼 수 있습니다.

#### 중요 날짜

2004년 1월 1일부터 2019년 1월 25 입

집단소송 기간

2019년 7월 23일

합의에서 본인을 제외할 수 있는 기 한



## Payment Card Interchange Fee Settlement

裁判所承認済和解案公式ウェブサイト

2004年以降にVisaまたはMastercardによる支払いを受け入れた加盟店に対する62億4,000万ドル以下55億4,000万ドル以上の和解金その他の給付金の支払いについ

7

- · Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18, 2018
- Memorandum & Order re: <u>Preliminary Approval</u>
- Order Regarding Third-Party
   Claims Filing Services Filed

ニューヨーク州東部地区連邦地方裁判所は、「In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation、MDL 1720 (MKB) (JO)、(支払カードのインターチェンジフィーおよび加盟店割引に関する反トラスト訴訟事件)」(MDL番号1720(MKB)(JO))と呼ばれる集団訴訟に関して、最大約62億4,000万ドルかつ最小55億4,000万ドルの和解金を伴う和解案を暫定的に承認しました。この訴訟では、Visaと Mastercardが単独または加盟銀行と共同で独占禁止法に違反し、Visaおよび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手数料を過剰に徴収していたことが申し立てられています。

この和解案に基づいて次の規則23 (b) (3) 和解クラスが形成されます。2004年1月1日から2019年1月25日までの間に米国でVisaまたは Mastercardブランドカードによる支払いを受け入れたすべての個人、企業、その他の法人。ただし、以下各号の者は規則23 (b) (3) 和解クラスに含まれません。 (a) 和解済原告、 (b) 米国政府、 (c) 本訴訟の被告もしくはその取締役、役員、家族、 (d) VisaまたはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブランドナードの発行するとはMastercardブラント・プログラスを使用されている。

#### 現在の状態

裁判所は2018年9月18日に提出された和解案を2019年1月24日に暫定的に承認しました。命令は<u>こち</u>らで閲覧できます。

#### 主要日程

2004年1月1日から2019年1月25日まで

対象期間

2019年7月23日

除外澤堤の期限

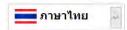
หน้าแรก

คำถาม-คำตอบ

เอกสาร

ลงทะเบียนล่วงหน้า

ติดต่อเรา



## Payment Card Interchange Fee Settlement

ี่ศาลอย่างเป็นทางการ – เว็บไซต์ที่ได้รับอนุญาตเรื่องการระงับข้อพิพาท

ความตกลงระงับข้อพิพาทที่มีมูลค่าสูงถึง 6.24 พันล้านดอลลาร์และไม่น้อยกว่า 5.54 พันล้าน ดอลลาร์จะชำระให้แก่ผู้ประกอบกิจการค้าที่รับ Visa และ Mastercard ตั้งแต่ปี 2004

- · Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18, 2018
- Memorandum & Order re: Preliminary Approval
- Order Regarding Third-Party Claims Filing Services – Filed September 26, 2018

Câu hỏi thường gặp

Hồ sơ

Trang chủ

ศาลได้ทำการอนุมัติเบื้องต้นสำหรับความตกลงระงับข้อพิพาทที่มีการเสนอด้วยการ ข้าระค่าเสียหายเป็นเงินสูงถึงประมาณ 6.24 พันล้านดอลลาร์และอย่างต่ำไม่น้อยกว่า 5.54 พันล้านดอลลาร์ ตามคดีพิพาทที่ฟ้องในนามกลุ่มบุคคล In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO) คดีพิพาทนี้เกี่ยวกับการเรียกร้องตามที่ผู้ประกอบกิจการค้าทั้งหลายต้อง จ่ายค่าธรรมเนียมจำนวนสูงเกินกว่าควรสำหรับการยอมรับบัตรเครดิต Visa และ Mastercard (เนื่องจาก Visa และ Mastercard (เฉพาะแต่ละราย) และร่วมด้วยโดย เฉพาะธนาคารที่เป็นสมาชิกของบัตรแต่ละรายตามลำดับได้ละเมิดกฎหมายต่อต้าน การผญขอ

ความตกลงระงับข้อพีพาทก่อให้เกิดกลุ่มบุคคลในความตกลงระงับข้อพีพาทตามกฎข้อ 23(b)(3) ดังต่อไปนี้: บุคคล ธุรกิจ และนิติบุคคลอื่น ๆ ทั้งหมดที่ยอมรับบัตรที่ ประทับตราเครื่องหมาย Visa และ / หรือบัตรที่ประทับตราเครื่องหมาย Mastercard ในสหรัฐอเมริกาเมื่อใดก็ตามตั้งแต่วันที่ 1 มกราคม 2004 ถึง 25 มกราคม 2019 ยกเว้นกลุ่มบุคคลในความตกลงระจับข้อพิพาทตามกฎข้อ 23(b)(3) จะไม่รวมถึง (ก) โจทก์ที่ถูกยกฟ้อง (ข) รัฐบาลสหรัฐอเมริกา (ค) จำเลยที่มีชื่อในการดำเนินคดีนี้หรือ กรรมการ เจ้าหน้าที่ หรือสมาชิกในครอบครัวของตน หรือ (ง) สถาบันการเงินที่ได้ ออกบัตรที่ประทับตราเครื่องหมาย Visa หรือบัตรที่ประทับตราเครื่องหมาย

## สถานะปัจจบัน

เมื่อวันที่ 24 มกราคม 2019 ตาลได้ ให้การอนุมัติเบื้องตันสำหรับการ ระงับข้อพิพาทที่ยื่นเมื่อวัน 18 กันยายน 2018 สามารถดูคำสั่งได้ท ที่นี่.

## วันที่ที่สำคัญ

วันที่ 1 มกราคม 2004 ถึง 25 มกราคม 2019 ช่วงระยะเวลาในนามกลุ่มบุคคล

23 **กรกฎาคม** 2019 กำหนดสิ้นสุดที่จะถอนตัวจากการระงับ

\*

Tiếng Việt



## Payment Card Interchange Fee Settlement

Liên hê với Chúng tối

Đăng ký trước

Tòa án Chính thức - Trang web Dàn xếp Được phép

Một thỏa thuận dàn xếp có giá trị lên tới 6,24 tỷ USD và không ít hơn 5,54 tỷ USD sẽ cung cấp thanh toán cho các thương gia đã chấp nhận Visa và Mastercard kể từ năm 2004.

- Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18.
- Memorandum & Order re:
   Preliminary Approval
- Order Regarding Third-Party
   Claims Filing Services Filed

Tòa án đã phê duyệt sơ bộ một thỏa thuận dàn xếp được đề suất có giá trị tối đa khoảng 6,24 tỷ USD và tối thiểu ít nhất là 5,54 tỷ USD trong một vụ kiện tập thể, có tên *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (MKB) (JO). Vụ kiện về yêu cầu bồi thường rằng các thương gia đã phải trả thêm phí để chấp nhận thẻ Visa và Mastercard vi Visa và Mastercard, một cách riêng lẻ, và cùng với các ngân hàng thành viên tương ứng của họ, đã vi phạm luật chống độc quyền.

Thỏa thuận dàn xếp tạo ra Nhóm Dàn Xếp theo Quy tắc 23(b)(3) sau đây: Tất cả các cả nhân, doanh nghiệp và các thực thể khác đã chấp nhận mọi Thẻ có nhãn hiệu Visa và/hoặc Thẻ có nhãn hiệu Mastercard tại Hoa Kỳ bất cử lúc nào từ ngày 1 tháng 1 năm 2004 đến ngày 25 tháng 1 năm 2019, ngoại trừ Nhóm Dàn Xếp theo Quy tắc 23(b)(3) không được bao gồm (a) Các Nguyên Đơn Bị Loại Bỏ, (b) chính phủ Hoa Kỳ, (c) Các Bị Cáo có tên trong Vụ Kiện này hoặc giảm đốc, cán bộ của họ hoặc thành viên của gia định họ hoặc (d) các tổ chức tài chính đã nhát hành Thỏ Có

## Trạng Thái Hiện Tại

Vào ngày 24 tháng 1 năm 2019, Tòa án đã phê chuẩn sơ bộ thòa thuận dàn xếp được nộp vào ngày 18 tháng 9 năm 2018. Lệnh này có sẵn Ở ĐÂY.

## Những Ngày Quan Trọng

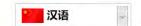
Ngày 1 tháng 1 năm 2004 đến ngày 25 tháng 1 năm 2019 Thời Hạn Vụ Kiện 首页

常见问题解答

文档

预先登记

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## Payment Card Interchange Fee Settlement

行政法院授权和解网站

项高达 55.4 亿美元至 62.4 亿美元的和解将向自 2004 年起接受威士卡和万事达卡的商家付款。

- Settlement Long-Form Notice
- Superseding and Amended Definitive Class Settlement Agreement - Filed September 18, 2018
- Superseding and Amended Definitive Class Settlement Agreement Appendices A through J - Filed September 18, 2018
- Memorandum & Order re:
   Preliminary Approval
- Order Regarding Third-Party.
   Claims Filing Services Filed
   September 26, 2018

法院在一起名为 In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,MDL 1720 (MKB) (JO) 的集体诉讼案中,初步批准最低 55.4 亿美元最高约 62.4 亿美元的拟议和解。该诉讼称由于威士卡和万事达卡单独地,亦或同各会员银行一道,违反了反垄断法,造成接受威士卡和万事达卡的商家支付多余费用。

和解产生以下条款 23(b)(3) 和解集体: 所有在美国于 2004 年 1 月 1 日至 2019 年 1 月 25 日期间的任何时间接受过威士卡和/或万事达卡的个人、企业和其他实体,但条款 23(b)(3) 和解集体不包括 (a) 已撤诉原告; (b) 美国政府; (c) 在该诉讼中指明的被告或其董事、高级职员或他们的家庭成员; 或(d) 于 2004 年 1 月 1 日至 2019 年 1 月 25 日期间的任何时间发行过威士卡或万事达卡或处理过威士卡或万事达卡收单交易的金融机构。已撤诉原告指此前曾和解并撤销其自身针对被告提起的诉讼的原告,以及与这些原告相关的实体。如果您不确定您是否属于已撤诉原告,请您拨打 1-800-625-6440或 查看已撤诉原告名单,了解更多信息。

通知为从 2004年1月1日起于任何时间接受过威士卡和万事达卡的商家提供重要信息。它解释了一项集体诉讼的和解内容。也解释了您在该案中的权

## 当前状态

2019年1月24日, 法院批准了2018年9月18日提交的和解协议。点击此处查看法院命令。

## 重要日期

2004年1月1日至2019年1月25日

集体诉讼期

2019 **年 7 月** 23 **日** 申请退出和解的截止日期

2019年7月23日

# ATTACHMENT G

# Payment Card Interchange Settlement Branded Operator Objections



		Marketed fuel			
		for a Dismissed	Mailed Long	Mailed Notice	
Branded Operator Name	Address	Plaintiff	Form Notice	of Exclusion	Brand
Albert Daigle's Oil Company Inc.	PO Box 1105, 1907 Airport Road, Jennings, LA 70546	N	Υ	N	Phillips 66
Aranosian Oil Co., Inc.	557 North State St., Concord, NH 03301	N	Υ	N	Citgo, Mobil, & Sunoco
Buffalo Services, Inc.	747 S. Broadway, McComb, MS 39647	N	Υ	N	Shell
Burns & Burns, Inc.	115 11th Avenue South, Meridian, MS 39301	N	Υ	N	Shell
Community Service Stations, Inc.	1253 Worcester Rd. Suite 201, Framingham, MA 01701	N	Υ	N	Gulf & Shell
Cox Oil Company, Inc.	624 Perkins St, Union City, TN 38261	N	Υ	N	Marathon & Shell
Crawford Oil Co, Inc.	416 E Wisconsin St, Portage, WI 53901	N	Υ	N	BP/Amoco & Spirit
Davenport Energy, Inc.	108 S. Main Street, Chatham, VA 24531	N	Υ	N	BP, Citgo, & Exxon
Farmers Union Oil Company of Beulah	1600 Hwy 49N, Beulah, ND 58523	N	Υ	N	Cenex
Francois Oil Company Inc.	128 W. Main Street, Belleville, WI 53508	N	Υ	N	Citgo & Mobil
GP Holdings of Louisiana, LLC	1890 Swisco Road, Sulphur, LA 70665	Υ	Υ	Y <sup>1</sup>	Gulf & Valero
Herndon Oil Corp.	102 N. Court Square, Abbeville, AL	N	Υ	N	Shell
Hough Petroleum Corp.	340 4th Street, Ewing, NH 08638	N	Υ	N	Gulf
J.H. Reaben Oil & Supply Co., Inc. and Four	Dravided 12 Leastings 11 of which were cont Notice	N	Υ	N	Marathan
Seasons Triangle, Inc.	Provided 12 Locations, 11 of which were sent Notice.	were sent Notice.	Ť	N	Marathon
JP Oil Inc	2900 South State Road 63, Terre Haute, IN 47802	N	Υ	N	Sunoco
L.S. & J.M. Gravelle, Inc.	2613 Loop Road, Winnsboro, LA 71295	N	Υ	N	Citgo & Chevron
Leathers Enterprises, Inc.	255 Depot St, Fairview, OR 97024	N	Υ	N	Shell
Maverick, Inc.	623 Perkins St, Union City, TN 38261	N	Υ	N	Marathon
McKenzie Oil Co., Inc.	222 N Eufaula Ave., Eufaula, AL 36027	N	Υ	N	Marathon
Mid South Petroleum Corporation dba	8596 Highway 18, Vernon, AL 35592	N	Υ	N	Marathon
Midstates Petroleum Company, LLC	10.350 Highway 16, Verholl, At 33352	IN	r	IN	iviai attioti
Newcomb Oil Co., LLC	951 Withrow Court, Bardstown, KY 40004	N	Υ	N	Marathon & Shell
Pine River Mini Marts, Inc.	3300 Dewey St, Manitowoc, WI 54220	N	Υ	N	Mobil
Pine River Mini Marts, Inc.	7416 County Road CR, Manitowoc, WI 54220	N	Υ	N	Mobil
Pumpelly Oil Acquisition, LLC	1890 Swisco Road, Sulphur, LA 70665	Υ	Υ	Υ	Gulf & Valero
Rally Stores, Inc	2865 Executive Drive, Clearwater, FL 33762	N	Υ	N	Shell
Reisner Distributor, Inc.	310 Commercial Ave, Anacortes, WA 98221	N	Y	N	Shell
Risser Oil Corporation	2865 Executive Drive, Clearwater, FL 33762	N	Υ	N	Shell
Russell Oil Co., Inc.	222 Schoolhouse Road, Lapine, AL 36046	N	Υ	N	Marathon
Southern Oil Co., Inc.	40701 Alabama Highway 17, Emelle, AL 35459	N	Υ	N	Marathon & Shell

# Payment Card Interchange Settlement Branded Operator Objections



		Marketed fuel	Mailed Lens	Nacilad Natica	
Branded Operator Name	Address	for a Dismissed Plaintiff	Mailed Long Form Notice	Mailed Notice of Exclusion	Brand
Standard Petroleum Company	299 Bishop Avenue, Bridgeport, CT 06610	riaiiitiii V	V		Gulf, Shell, & Valero
Star Fuel of Oklahoma, LLC	7415 W. 130th St, Suite 100, Overland Park, KS 66213	Y	Y	_	Shell & Valero
Taylor Oil, Inc.	504 Main St., PO Box 581, Wellsville, KS 66092	Υ	Υ		Sinclair
TW Permits, LLC, TW Newsstand LLC, TW Motel, LLC, Globe Restaurant LLC, Truck World, Inc.	6813 Commerce Drive, Hubbard, OH 44425	N	Υ	N	Shell
Verc Enterprises, Inc.	PO Box 2809, Duxbury, MA 92331	N	Υ	N	Gulf
W. H. Emmart & Son Inc., T/A Emmart Oil Company	305 Brick Kiln Rd., Winchester, VA 22601	N	Υ	N	Shell
Wheels of CT, Inc.	497 Bic Drive, Milford, CT 06461	N	Υ	N	Gulf
White Oil Company, LLC	6620 Liberty Road, Campbellsville, KY 42718	N	Y	N	Marathon & Shell
Total: 37					

<sup>&</sup>lt;sup>1</sup> A Notice of Exclusion was mailed to this address, but to a different name (Pumpelly Oil Acquisition, LLC).

<sup>&</sup>lt;sup>2</sup> A Notice of Exclusion was mailed to this entity, but was mailed to the address included in Valero's 2013 opt out.