

# **EXHIBIT 4**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

---

In re PAYMENT CARD INTERCHANGE	:	MDL No. 1720(JG)(JO)
FEE AND MERCHANT DISCOUNT	:	
ANTITRUST LITIGATION	:	Civil No. 05-5075(JG)(JO)
	:	
	:	DECLARATION OF PETER BAKER
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
	:	
	:	

---

I, Peter Baker, declare as follows:

1. I am Peter Baker, Manager for Class Plaintiff Crystal Rock LLC.
2. On August 23, 2005 Crystal Rock LLC filed a Class Action Complaint against Visa International Service Association, Inc., Visa U.S.A., Inc., MasterCard Incorporated, MasterCard International, Inc., JPMorgan Chase & Co., Chase Bank U.S.A., N.A., CitiGroup, Inc., CitiCorp, Citibank, N.A., MBNA Corporation, MBNA America Bank, N.A., Bank of America Corporation, Bank of America, N.A., Capital One Financial Corporation, Capital One Bank. On April 24, 2006 that Complaint was consolidated with the other class action complaints. On March 27, 2009, Class Plaintiffs filed a Second Consolidated Amended Class Action Complaint which proposed Crystal Rock LLC as a class representative. On, November 27, 2012, this Court named Crystal Rock LLC as a Class Plaintiff to represent the interests of the Rule 23(b)(2) and (b)(3) Settlement Classes. Crystal Rock LLC has served as a representative of the classes throughout seven-plus years of extensive litigation.
3. Crystal Rock LLC previously submitted a declaration in support of the proposed settlement in this case on April 11, 2013. Dkt. No. 2113-11.
4. As I said in my previous declaration, Crystal Rock LLC, believes that the proposed settlement is fair, reasonable and adequate and in the best interest of all members of the Rule 23(b)(2) and (b)(3) Settlement Classes.
5. Crystal Rock LLC is familiar with many of the objections that have been filed in opposition to the proposed settlement, including the objections made by some of the named plaintiffs.
6. Crystal Rock LLC is familiar with the unfounded claim, made by NACS and others, that the named plaintiffs that signed the Class Settlement Agreement did so only in exchange for the

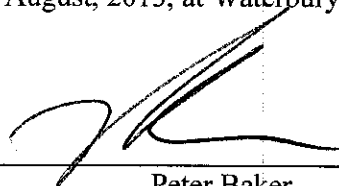
promise of receiving incentive awards. This is completely false. Crystal Rock LLC agreed to serve as a class representative without any promise that it would receive an incentive award if the case settled, and agreed to the settlement without any promise that it would receive an incentive award. There was no “quid pro quo,” contrary to the objectors’ claim.

7. Crystal Rock LLC has always understood that the decision whether to award incentive payments to class representatives, and the amount of any such awards, lies solely within the discretion of the District Court.

8. Crystal Rock LLC carefully evaluated the proposed settlement and its alternatives, and concluded that it was an excellent result for the Rule 23(b)(2) and (b)(3) Settlement Classes.

9. On behalf of Crystal Rock LLC, I respectfully request that this Court grant final approval of the Class Settlement Agreement and Plan of Administration and Distribution, and enter judgment accordingly.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 13<sup>th</sup> day of August, 2013, at Waterbury, Connecticut.



---

Peter Baker