EXHIBIT 2

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

IN RE: PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT ANTITRUST LITIGATION This document refers to: All Actions	MDL No. 1720 Case No. 1:05-md-1720-JG-JO

DECLARATION OF ERIC D. GREEN

ERIC D. GREEN declares as follows pursuant to 28 U.S.C. § 1746:

1. I am a full time professional mediator with Resolutions, LLC, an ADR firm located in Boston, Massachusetts. I recently retired as a Professor at the Boston University School of Law where for thirty years I taught negotiation, mediation, complex ADR processes, resolution of mass torts, constitutional law and evidence. I am a co-founder and principal of Resolutions, LLC. I previously co-founded JAMS/Endispute and was a member of the Center for Public Resources Institute of Dispute Resolution virtually since its inception and have served on many of its panels and committees and spoken at numerous of its conferences and programs on mediation and ADR. I was a co-author with Professors Frank Sander and Stephen Goldberg of the first edition of Dispute Resolution, the first legal textbook on ADR, and have written numerous books and articles on dispute resolution and evidence. I maintain an active ADR/mediation practice for complex, legally-intensive disputes.

2. I have successfully mediated many high stakes cases, including the United States v. Microsoft antitrust case, the various MasterCard/Visa merchants' class action antitrust cases, portions of the Enron Securities class action cases, the Monsanto PCB cases in Alabama, the childhood and adult cancer cases in Toms River, New Jersey, numerous large construction cases, including most of the disputes arising out of the design and construction of major league baseball and football stadiums, insurance coverage, intellectual property, international disputes, ERISA cases, and consumer cases. I have also mediated many complex, multi-party class action cases involving horizontal and vertical price-fixing anti-trust claims, mergers and acquisitions, contract disputes, patent disputes, securities fraud, shareholder derivative claims, accounting problems, mass torts, employment and consumer claims. In the past few years, I have mediated countless cases arising out of the 2007-2008 financial crisis, including class actions involving all aspects of mortgage-based securities, CDO's, auction-rate securities, private equity, and various types of financial fraud. I have also served as court-appointed Special Master, Legal Representative for Future Claimants, Mediator and Guardian Ad Litem

in class or mass claimant matters in the Northern District of Ohio, Southern District of New York, District of Massachusetts and Eastern District of Texas.

3. I am a 1968 Honors graduate of Brown University and graduated in 1972 from Harvard Law School, magna cum laude, where I was Executive Editor of the Harvard Law Review. I am a member of the bars of the states of California (inactive) and Massachusetts, the United States District Courts for the Northern and Central Districts of California and the District of Massachusetts, several Courts of Appeal, and the Supreme Court of the United States. Prior to teaching at Boston University School of Law, I clerked for the Hon. Benjamin Kaplan, Supreme Court of Massachusetts and then was an associate and partner at Munger Tolles & Olson in Los Angeles.

4. I have delivered hundreds of lectures, panel discussions and training sessions on ADR and taught or supervised more than a thousand students in ADR while mediating more than a hundred cases a year for over 30 years. In 2001, I was awarded a Lifetime Achievement Award from the American College of Civil Trial Mediators. I was voted Boston's Lawyer of the Year for Alternative Dispute Resolution for 2011 based on my "particularly high level of peer recognition." In 2011, I received the rarely awarded James F. Henry Award for Outstanding Contributions to the field of ADR from The International Institute for Conflict Prevention & Resolution.

5. I was retained by the Parties in the above-referenced matter (the "Interchange Litigation"), to serve as a private mediator to facilitate potential settlement discussions. For purposes of this Declaration, the "Parties" are the Class Plaintiffs, the Individual Plaintiffs, and the Defendants.

6. I was first contacted in connection with the Interchange Litigation in January 2009. At that time it was explained to me that in 2008 the Parties had agreed to private mediation of this matter, and that the Parties had selected former Judge Edward Infante as the initial mediator, but had selected me to serve as a second mediator if and when a second mediator became necessary. After conducting my usual conflicts check and considering whether this was a matter in which my service as a mediator might be useful to the Parties, I agreed to be retained by the Parties. As it turned out, initially I was asked to mediate the claims of the Individual Plaintiffs against Visa and MasterCard as a way to try to break the impasse in settlement discussions between Class Plaintiffs and Defendants.

7. The first mediation session in which I was involved in took place on April 30, 2009 in New York. In advance of this session, the Individual Plaintiffs and the Defendants exchanged comprehensive mediation statements, with multiple exhibits, setting forth their positions on merits, causation and damages issues. During the initial mediation session with the Individual Plaintiffs and the Defendants the Parties engaged in vigorous, arms-length debate about all aspects of the merits of the case and damages. Despite the efforts of the Parties, this meeting did not result in an agreement to settle the claims of the Individual Plaintiffs. I concluded that the Parties needed more time to reflect on the developments that had taken place during this

session and further discussion and consideration of the issues relating to liability, damages, and remedies.

8. As detailed further below, between the time I first became involved with the Interchange Litigation, and the time we notified the Court that the Parties had reached a settlement, June 22, 2012, I conducted numerous mediation sessions and had dozens of separate meetings with counsel and representatives for the various Parties. At those sessions and meetings, the Parties were represented by a multitude of lawyers and client representatives. On the Class Plaintiffs' side, the class counsel group included, but was not limited to Craig Wildfang, Tom Undlin, Laddie Montague, Merrill Davidoff, Joe Goldberg, Bonny Sweeney, Martin Lueck, Dennis Stewart, and Patrick Coughlin, or their designated colleagues, along with, at several meetings, clients and lawyers from the merchant trade associations or individual merchants themselves. Counsel for the Individual Plaintiffs included Richard Arnold, Bill Blechman, Linda Nussbaum, Paul Slater, and Steve Shadowen. On the defense side, at virtually all sessions multiple counsel and client representatives attended from Visa, including outside counsel Robert Vizas, Robert Mason and Mark Merley, along with in-house counsel Adam Eaton and/or Josh Floum, and from MasterCard, outside counsel Ken Gallo and Keila Ravelo and in-house counsel Jim Masterson and/or Noah Hanft. Mediation sessions also included outside counsel, and often client representatives and inside counsel for most of the Bank defendants, including but not limited to Peter Greene for Chase, Mark Ladner for Bank of America, David Graham for Citi, Andrew Frackman for Capital One, Chris Lipsett for HSBC, John Pasarelli for First National Bank of Omaha, Richard Creighton for Fifth Third, and Joseph Clark for PNC Bank. Based on my observations and first-hand experience, counsel involved in these mediation sessions are among some of the most knowledgeable, sophisticated and accomplished attorneys in the fields of antitrust and complex litigation. The level of advocacy for all Parties throughout this process was exceptionally informed, engaged and effective.

9. In addition to mediation sessions with all Parties present, and those with either only Individual Plaintiffs, Class Plaintiffs, or Defendants, I also met, from time to time, with some of the Chief Executives of the credit card companies and/or banks, including the Chairman of the Visa Litigation Committee and the senior executives of some of the merchant trade associations. At the request and direction of Class Counsel, I also had many conversations with other leading merchants.

10. It had always been clear to the Parties that any settlement to which the Defendants would agree would have to be a global settlement, resolving the claims of both the Class and the Individual Plaintiffs against all Defendants. Since the Defendants and the Class Plaintiffs were making essentially no progress in their settlement discussions through 2009, and thus stood as a roadblock to an overall global agreement, in July 2009 the Defendants and Individual Plaintiffs asked me to become involved in the mediation of the Class's claims against the Defendants, which, up until that time, had been handled solely by the Honorable Edward Infante (ret.).

11. Crucial to the eventual settlement of this case was the fact that it was co-mediated with Judge Infante. Judge Infante presided over the initial mediation sessions between the Class Plaintiffs and Defendants and held many sessions with the Parties by himself. Subsequently, after I joined the mediation team, Judge Infante and I co-mediated all aspects of this case. Judge Infante participated with me at most of the face-to-face sessions and on most of the teleconferences, in addition to his conducting separate conferences to the ones I conducted. Judge Infante and I carefully coordinated our actions such that the mediation process as a whole was truly a joint effort. It is fair to say that the time, focus, effort, and consideration that went into mediating this case was double that of a case in which there is a single mediator.

12. My first mediation session with the Class Plaintiffs was held on October 15, 2009. Prior to this session, I met individually with counsel for the Class Plaintiffs in August of 2009, when I was extensively briefed on the Class's position on merits, causation and damages issues. I had a similar meeting that month with the collective Defendants as well. In addition to these meetings, the Parties exchanged comprehensive mediation statements, with multiple exhibits, including expert reports, setting forth their positions on the merits.

13. At my initial mediation session the Parties engaged in vigorous, arms-length debate about all aspects of the case - liability, damages, class certification, and remedies. Despite the best efforts of the Parties, the initial meeting did not result in an agreement to settle the claims of the Individual or Class Plaintiffs. It became clear to me that while the Individual Plaintiffs had made some progress with the Defendants, the Class Plaintiffs and Defendants were still very far apart on most issues. Nonetheless, I believed that all Parties had a sincere desire to try to settle the case, and were prepared to devote more effort to that end. Between August 2009 and December 2011 I arranged for and participated in numerous in-person mediation sessions with the Class, the Defendants, or both. I had hundreds of telephone conversations with counsel for all Parties, sometimes in a group, and sometimes individually.

14. Several weeks after the initial mediation session, the Parties informed me that they were prepared to resume settlement discussions. The second mediation session took place on December 10 and 11, 2009. The mediation was attended by essentially the same counsel and representatives as the prior meeting. All Parties exchanged supplemental mediation statements in advance of the mediation. The Parties again engaged in vigorous negotiation but were unable to achieve settlement at this session.

15. Between February 2010 and December 2011, I continued to engage all Parties in an effort to bring them closer together to attempt to reach a resolution to the litigation. These efforts included countless conference calls, emails, and meetings with individuals. It can fairly be said that few days passed when I was not working towards trying to find grounds for a resolution. Through these interactions with the Parties, I gained additional insight and clarity on the numerous complicated issues present in the litigation, which greatly informed the terms of the eventual Mediators' Proposal that I collaborated on with Judge Infante.

16. At the same time that Judge Infante and I were working on the Class Litigation, I continued to mediate with the Individual Plaintiffs and Defendants, now with Judge Infante's participation. Those two groups reached a tentative settlement, with some terms necessarily dependent on a potential Class Settlement, in early 2011. This constituted a significant breakthrough in the settlement process.

17. With the Parties' input and consent, Judge Infante and I briefed Magistrate Judge Jamie Orenstein and Judge John Gleeson on the status of the mediation effort. I first spoke with Magistrate Judge Orenstein in June of 2010. From that point, while I kept the judges generally apprised of the status of the mediation, I maintained the confidential nature of the substance of the negotiations.

18. Judge Infante and I continued to work on the Class Plaintiffs' case. While I continued to believe that the Parties were sincere in their desire to settle the case, given the risks to all Parties of continued litigation, the progress in the discussions was exceedingly difficult and deliberative with consultations between counsel and their many clients taking considerable time.

19. In my experience, sometimes it is only the imminence of trial, or rulings on important motions that are sufficient to get Parties to consider potential compromises, or creative solutions to apparently intractable problems. I believe that this was the case in this matter. By November 2011 the Parties had briefed and argued many important and substantive motions, including Class Plaintiffs' motion for class certification, Defendants' motions to dismiss, the Parties' cross motions for summary judgment, and the Parties' cross motions to exclude expert testimony.

21. On December 1, 2011, I met with a group of proposed class representatives along with Class Counsel. This meeting provided the proposed class representatives with an opportunity to directly discuss with me their goals in the litigation and the bases for their settlement positions. We engaged in a full and frank discussion of the mediation process to date and all who attended the meeting were encouraged to share their views.

22. After counsel for the Parties had argued the cross motions for summary judgment and for excluding expert testimony, the Court ordered, and then conducted, a multi-day settlement conference at the federal courthouse in Brooklyn, NY on December 2 and 3, 2011. I participated in that settlement conference, along with Judge Infante, Judge Gleeson, Magistrate Judge Orenstein, and counsel for all of the Parties. Pursuant to the Court's order setting the conference, most Parties, including most of the proposed class representatives, and most of the Defendants, participated through inside counsel or principles in addition to outside counsel.

23. At the December 2011 settlement conference the Parties engaged in what diplomats would call "a frank and candid exchange of views." Despite the strongly held views of many of the Parties, I believe that the ability to interact personally with Judge Gleeson and Magistrate Judge Orenstein was a great benefit to the Parties as they tried to determine what

would be the best course for their respective constituencies. Those Parties who appeared to be the most knowledgeable and sophisticated about the risks of litigation of this magnitude seemed to understand better the need for compromise and resolution of the claims. At the conclusion of the two day settlement conference with the Court, Judge Infante and I believed that the time might be right for making a Mediators' Proposal to resolve the litigation on a global basis.

24. Following the conclusion of the December settlement conference, Judge Infante and I embarked on an intense series of telephone conference calls with counsel. These calls reinforced our view that making a Mediators' Proposal would be the next best step in the settlement process.

25. With the consent of all counsel, on December 22, 2011, Judge Infante and I issued a Mediators' Proposal to the Class Plaintiffs and Defendants. The Mediators' Proposal contained proposed settlement terms for the core issues that the Parties were negotiating over, but anticipated that further negotiations would be necessary to finalize the details of the settlement. By the terms of the Mediators' Proposal, each party was to respond by January 13, 2012 with either a "YES" or "NO" on a confidential, double-blind basis as to whether it was prepared to enter into a written agreement on the essential terms of the Mediators' Proposal. If the mediators received a positive response from both the Class and Defendants, they would inform the Parties and the Court that there was a conditional Agreement in Principle subject to the execution of a final Settlement Agreement.

26. The Mediators' Proposal set off a flurry of activity among counsel and the Parties, including a series of questions from Parties seeking clarifications on certain terms. Judge Infante and I issued written responses to the questions we received. By January 13 counsel for all Parties notified the mediators that they were prepared to accept the Mediators' Proposal, but certain counsel asked for time to consult further with their clients and the mediators and with the Court before committing themselves to the final detailed terms of a settlement.

27. On February 6, 2012, I travelled to Alexandria, VA to meet with a group of proposed class representatives and Class Counsel. Certain proposed class representatives attended with separately retained outside counsel. At this meeting the proposed class representatives in attendance shared their opinions on the terms of the Mediators' Proposal and their goals for the terms of a final settlement.

28. The Parties held a second settlement conference with Judges Orenstein and Gleeson on February 10, 2012. Again, with the Parties' consent, together with Judge Infante and myself, the judges met together and separately with representatives from the Class Plaintiffs, Individual Plaintiffs, and Defendants. Any individual party who requested separate time to speak with the judges was also given the opportunity for a private caucus.

29. By February 21, 2012, all of the Parties, including all of the proposed class representatives in the Second Consolidated Amended Class-Action Complaint, agreed "to

negotiate towards a final settlement…through the process laid out by the mediators and the Court in this matter."

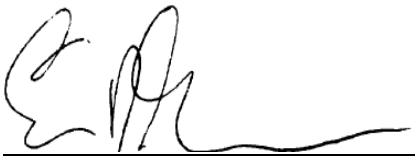
30. Between February and June 2012, the Parties conducted numerous in-person, telephonic and email negotiations by themselves and with the assistance of the mediators. Together, the Parties worked to agree on the precise language of a final, definitive settlement agreement consistent with the Mediators' Proposal.

31. The Parties held another settlement conference with myself and Judges Orenstein and Gleeson on June 20-22, 2012. Because of a scheduling conflict, Judge Infante was not able to attend this session, but I consulted with him throughout. During this session, the Parties vigorously negotiated all outstanding terms of a Settlement Agreement, sometimes through me, but often in direct meetings with each other. With all sides fighting hard for their positions, the Parties finally reached Agreements in Principle to settle the claims of the Class and the Individual Plaintiffs against all of the Defendants. The Parties informed the Court orally on the evening of June 22, 2012 that a full and complete settlement had been reached and would proceed to finalize the Settlement Agreement and file a Memorandum of Understanding attaching the Agreement with the Court by July 13, 2012.

32. After filing the MOU, the Parties went to work on drafting the other supporting documentation of the settlement, *e.g.* the bank escrow agreement, the form of class notice, the form of the order for preliminary approval, the form of the order for final approval, and the many other documents that form a part of the complete settlement package.

33. Throughout the mediation, the Parties engaged in very extensive adversarial negotiations over every issue in the case. The facilitated negotiations were lengthy, exhaustive, difficult, and often contentious. The negotiations were conducted by many extremely qualified attorneys with extensive experience and knowledge in antitrust and class action law, and with the guidance and involvement of their clients. In my opinion, the outcome of these mediated negotiations is the result of a fair, thorough, and fully-informed arms-length process between highly capable, experienced, informed, and motivated Parties and counsel. The final settlement represents the Parties' and counsels' best professional effort and judgment about a fair, reasonable and adequate settlement after thoroughly investigating and litigating the case for years, taking into account the risks, strengths and weaknesses of their respective positions on the substantive issues of the case and the risks and costs of continued litigation.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 11, 2013.



Eric D. Green