

EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

I, Alexandra S. Bernay, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California. I am a member of the law firm of Robbins Geller Rudman & Dowd LLP, one of three firms the Court has appointed to serve as Class Counsel. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

2. Under the terms of the Class Settlement Agreement, I was designated as the representative for Class Counsel to receive all written objections from class members.

3. Beginning on August 14, 2012, and continuing to the present, I personally opened each piece of mail received and worked with support staff to develop a process to catalog, identify and review each document received. Some documents were also received via e-filing. Every document received, including the envelope, was scanned. Additionally, information from each document received was entered into a continually updated spreadsheet. This information includes the postmark date (where available) the date of the communication, contact information and other identifying details.

4. From August 14, 2012 until the present, my office received a total of approximately 4,228 distinct pieces of mail, not counting exclusion requests that were misdirected. Some of these documents were both postmarked and received after the deadline of May 28, 2013 contained in the Settlement Class Notice. Class Counsel has counted all objections received, regardless of timing for purposes of this declaration.

5. The Settlement Class Notice required copies of objections to be sent to the Court, Class Counsels' designee and to a designee of Defendants. Additionally, those class members that determined to exclude themselves from the Rule 23(b)(3) Settlement Class were required to submit their exclusion request to the Class Administrator, Epiq Class Action Services, Inc. ("Epiq"). I am

aware that some class members may not have sent their objections to all of the parties listed in the Settlement Class Notice based on discussions with Epiq and Defendants. Because my office may not have received every objection, and because some class members filed duplicate objections, the numbers reported here can only be approximate.

6. Many other documents, such as requests for a change of address or letters requesting information regarding the settlement, but not objecting to the settlement, were also received. A careful review, by myself and others, was undertaken to try to exclude these non-objections from the total number of objections received.

7. Also, over the course of the past several months, I received some documents which appeared to be requests for exclusion, rather than objections. Those documents were forwarded to Epiq for processing and were not included on the list of objections.

8. Issues related to the material on some of these trade association or trade association-sponsored websites were the source of significant motion practice in the spring and summer of this year. The Court issued a series of Orders requiring changes to various websites, including prominent banners explaining that the Court had found certain material to be misleading to class members. The following paragraphs relate the history of that aspect of the litigation.

9. On March 29, 2013, Class Plaintiffs brought a motion to protect class members from being misled regarding communications that appeared on certain trade association plaintiffs' websites. *See* Dkt. No. 1963. Class Plaintiffs motion charged that the sites omitted a neutral discussion of the settlement's terms and benefits, in places misstated them, and failed to fully and fairly apprise class members of their alternatives and the consequences of those alternatives.

10. As Class Plaintiffs detailed in the motion, unlike the Court-approved website, these sites omitted a neutral discussion of the settlement's terms and benefits, in places misstated them, and failed to fully and fairly apprise class members of their alternatives and the consequences of those alternatives.

11. Class Plaintiffs also detailed how the content and architecture of the websites, particularly the merchantsobject.com website, were slanted to support the solicitation to opt-out and object. As detailed by Class Plaintiffs, the site was set up to steer visitors to opt-out and object without giving due consideration to the information contained in the Court-approved Settlement Class Notice. The page prominently displayed two red boxes with the words "OPT OUT & OBJECT! TAKE ACTION NOW!" Clicking on either box brought the visitor directly to a page containing a pre-filled boilerplate form to which the merchant can merely add its identifying information and signature to effect an objection and opt-out of the settlement. No other options regarding the settlement was presented. Neither the home page, nor the pages accessed by clicking on the "OPT OUT & OBJECT! TAKE ACTION NOW!" box contained any mention of the official Court-authorized website or the Court-approved Settlement Class Notice.

12. Additionally, Class Plaintiffs detailed in their motion that the form and page to which visitors to <http://merchantsobject.com/> were directed by clicking on one of the "OPT OUT & OBJECT" red boxes incorrectly implied that opting out and objecting were the only options open to class members.

13. The motion also detailed issues with other websites run by certain trade association plaintiffs. The motion provided details regarding the www.ncpanet.org site which only provided the option to merchants to object and opt out of the settlement or object only. Like the merchantsobject.com website, the ncpanet.org site steered the visitor to these options without a

concurrent reference to the information contained in the Court-approved Settlement Class Notice. As Class Plaintiffs explained, this information could easily be misunderstood to imply, incorrectly, that these were a class member's only available options.

14. The www.nationalgrocers.org site was also the subject of the motion. That website contained many of the same problems as the merchantsobject.com site, including the claim that class members should both object and opt out of the settlement as the "most complete" way to express opposition to the settlement. Dkt. No. 1963-2, Ex. 3 at 2.

15. The motion also detailed problems with the website www.nacsonline.com. Like the other websites that were the subject of Class Plaintiffs' motion, this website also exhorted class members to both object and opt out; provided only limited information regarding options related to the settlement; failed to direct the visitors to the Court-approved website and failed to identify Class Counsel. Like many of the sites that were the subject of the motion, attorneys for Constantine Cannon LLP were listed as the contact point for further questions.

16. The website www.natso.com was also the subject of the motion. That site, like the others, urged class members to both object and opt out as being the "most complete" way to express opposition to the settlement. Dkt. No. 1963-2, Ex. 6 at 1. The site also did not identify Class Counsel, but instead directed visitors to contact lawyers at Constantine Cannon LLP.

17. Class Plaintiffs also demonstrated that the boilerplate forms had resulted in class member confusion. Class Plaintiffs supplied a proposed order detailing certain requested changes to the websites.

18. On April 1, 2013 the Court issued an order requiring the trade association plaintiffs to show cause why Class Plaintiffs' relief should not be granted and were required to "show cause why they should not be ordered to send a corrective communication to every class member who has either

opted out of or objected to the proposed settlement (or both) based on the false or misleading information, together with a renewed opportunity for each such class member to choose his, her or its course of action with respect to the proposed settlement.” Dkt. No. 1964 at 1.

19. On April 5, 2013, the trade association plaintiffs responded to the Court’s Order, arguing that Class Plaintiffs’ motion should be denied. Dkt No. 2086.

20. On April 9, 2013, Class Plaintiffs filed a reply in support of their motion. Dkt. No. 2092. That reply argued that implementing the relief sought by Class Plaintiffs would provide some assurance that class members would be provided with complete and accurate information in time for them to make informed decisions regarding what action, if any, they wish to take prior to the exclusion deadline of May 28, 2013.

21. On April 11, 2013, the Court held a hearing regarding Class Plaintiffs’ motion. The Court stated that the subject websites were “misleading and need to be corrected.” April 11, 2013 Hrg. Tr. at 5. The Court noted its concern as to “absent members of the class and whether they’re making decisions based on bad information, based on misleading information. And it looks to me like they’re being manipulated.” *Id.* The Court, in addition to granting the relief sought by Class Plaintiffs, also ordered that the subject websites include a banner stating that the Court found that information previously contained on the various websites were misleading and that the Court was concerned that certain merchants may not have fully understood their rights with regard to the proposed settlement prior to acting. The Court further stated that it might allow those who opted out “on bad information” to get a chance to opt back into the settlement, if approved. *Id.* at 7. The Court stated that it would assert ancillary jurisdiction over any such claims. The Court directed the parties to meet and try to come to agreement regarding how the relief granted by the Court could be

implemented. The Court further ordered that if no agreement could be reached, joint submissions from each side could be submitted. *Id.* at 12-13.

22. Following the April 11, 2013 hearing, the parties met and conferred several times in an effort to come to agreement regarding the relief granted by the Court. I personally took part in the negotiations. The parties reached agreement on some aspects of the relief to be granted, but disagreed as to others. On April 19, 2013, the parties filed with the Court their respective views. Dkt. Nos. 2162, 2163.

23. On April 24, 2013 the Court issued an Order following its review of the parties' April 19, 2013 submissions. Dkt No. 2170. That order supplemented the April 11, 2013 Order and required the following measures to be taken: First, Class Plaintiffs' request for two versions of a banner explaining that the Court had found material to be misleading to be placed on the home pages of the subject websites was granted, except as to one website where it was to be placed on the first page that substantively discussed the settlement. Second, the Court ordered that websites that continued to state that opting out, in addition to objecting to the settlement would be given greater weight by the Court, would also have to include the statement that "However, Judge Gleeson has directed that we inform you that opting out of the settlement and objecting to it are entirely distinct actions, and that as far as the Court is concerned, the persuasiveness of a merchant's objection is the same whether or not the merchant who objects has also opted out of the proposed settlement." Dkt No. 2170 at 2-3. Third, the trade association plaintiffs were required to provide notice to Class Counsel of any class-wide communication of any type, no later than 72 hours in advance. Fourth, the Court ordered that no corrective notice would currently issue as the notice from the trade association plaintiffs "would serve mainly to create further confusion." *Id.* at 2. The Court noted there were several options for "remediating the damages already inflicted by the challenged websites"

and that “one or more will be “selected in the event the proposed settlement is approved.” *Id.* Fifth, Class Counsel were invited to send a copy of the April 24, 2013 Order, the April 11, 2013 Order and related papers to other trade association websites that were not the subject of the Court’s Orders. *Id.* at 3.

24. Also as part of the Court’s April 24, 2013 Order, the Court denied the trade association plaintiffs’ various requests for relief, which included a request to have certain material posted on the Court-approved official settlement website, as “procedurally defective and without merit.” Dkt. No. 2170 at 3.

25. The Court further noted that the “merchantsobject.com site continues to this day to obfuscate the important differences between opting out and objecting, and it fails to adequately inform a visitor to the site of the consequences of opting out.” Dkt No. 2170 at 3. The Court ordered the creators of the merchantsobject.com website to show cause in writing why they should not be adjudicated in contempt of the Court’s April 11, 2013 Order and why the Court should not order the termination of the website. *Id.*

26. On April 30, 2013 the trade association plaintiffs filed their response to the Court’s Order to show cause. Dkt. No. 2217.

27. On May 2, 2013 Class Plaintiffs filed a response to the Court’s April 24, 2013 Order. Dkt. No. 2231. Class Plaintiffs took no position as to whether the trade association plaintiffs should be adjudicated in contempt of the Court’s April 11, 2013 Order or whether the merchantsobject.com website should be terminated. Class Plaintiffs’ provided information demonstrating that conduct by the trade association plaintiffs was in violation of the Court’s Orders. Class Plaintiffs explained that certain changes were made to the merchantsobject.com website without first being presented to Class Plaintiffs as required by the Court. *See id.* at 1-2.

28. On May 3, 2013, the Court held a hearing on its Order to Show Cause as well as on the trade association plaintiffs' April 24, 2013 motion regarding material in the Settlement Class Notice and the Court-approved website. The Court found the trade association plaintiffs' motion to be procedurally defaulted and without merit. May 3, 2013 Hrg. Tr. at 16. The Court noted that question "about whether there ought to be an adjudication of contempt as a close call," but determined not to find contempt because Class Counsel was not advocating for an adjudication of contempt and because language in the Court's April 11, 2013 Order, along with direction from the Court regarding the fashioning of further relief, made it not able to clearly and convincingly find that a "clear order was violated and there wasn't a diligent effort to comply with it." *Id.* at 17. The Court further held that as to merchants that were unable to participate in a settlement, should it be approved, because they were misled, there would be a remedy for those merchants. *Id.* at 18-19.

29. Based on a review conducted by myself, other attorneys in my office and support staff, it has been determined that many of the objections received were submitted using certain boilerplate forms available on the internet or through certain trade associations that were the subject of Class Plaintiffs' motion of March 29, 2013 (Dkt. No. 1963). These were provided either through the trade association websites, merchantsobject.com or provided to class members in other ways.

30. Because many of the forms available on the internet are nearly identical, it was not always possible to tell the exact source of the various form objections received. A review of the documents, however, has shown that there were only a few types of boilerplate forms used by class members.

31. One type of form objection appears to be from the National Community Pharmacists Association ("NCPA"). There were four, slightly different versions of the NCPA form received. In total, Class Counsel received 427 of these NCPA forms. Ex. 1.

32. Another type of form objection appears to have been available through the website www.merchantsobject.com as well as from other trade association websites including <http://www.natso.com> and nationalgrocers.org. This type of form accounted for the vast majority of forms received. In total, Class Counsel received approximately 3,294 of those types of objections. Exs. 2-6.

33. Another type of form objection appears to be from the National Retail Federation. Class Counsel received approximately 188 of this type of form objection. Ex. 7.

34. In total, Class counsel received approximately 3,909 form objections.

35. Of the 4,228 total documents received, 3,909 were comprised of form objections, which accounted for more than 92% of the documents received.

36. In some cases, class members filed form objections listing incorrect information, including statements that they operated in a state with surcharge bans when the state does not ban surcharges. Some merchants filled in the blank space on the various boilerplate forms with the name of a state that does not ban surcharges, but where the objecting merchant operates. Other merchants left in the boilerplate language that they operate in a state that has a surcharge ban, but the material supplied by the objecting merchant shows that they do not operate in such a state. All together, I personally reviewed more than 300 objections that had this type of error. Examples of both types of errors are attached as Exhibits 8-9.

37. I also reviewed form objections that were titled “for merchants who opt out” or “for merchants who also opt out” and compared those merchants to the list of opt outs filed by Epiq with the Court. I found that approximately 500 merchants filed forms with the heading “for merchants who opt out” or “for merchants who also opt out” but approximately 100 of those same class

members did not request exclusion according to the list of exclusions submitted to Epiq and also filed with the Court. *See* Exs. 3, 5.

38. Several of the websites where class members could print form objection letters listed counsel from Constantine Cannon LLP as a source for additional information. *See* Ex. 10 at 5, 9, 16, 19. Constantine Cannon LLP represented the trade association plaintiffs at the hearings of April 11, 2013 and May 3, 2013 regarding the various websites that were the subject of Class Plaintiffs' March 29, 2013 motion (Dkt. No. 1963).

39. In addition to the boilerplate forms addressed above, Class Counsel also received many objections that appear to be only slight deviations from the form objections received.

40. Class Counsel also received other objections to the settlement that were not "form" objections. Some of these objections contained citations to authority and/or made specific legal arguments. Those are referred to here as "non-form substantive objections." Other objections, including a number of handwritten objections from class members, were also received.

41. In order to assist the Court, those non-form substantive objections to the settlement are detailed in Exhibit 11 by filing party and docket number. The general criteria used for inclusion in this list was whether the filer was represented by counsel; whether the objector cited to supporting authority and/or made specific arguments regarding the settlement. Significant efforts were made to capture all substantive objections, but the process was not precise due to the varying nature of the objections received.

42. Pursuant to the Court's Orders of July 23 and July 26, 2013, regarding service on those who have objected to the settlement, on August 6, 2013 I caused to be mailed 2,432 pieces of mail alerting class members to the availability of the settling parties filing on August 16, 2013 on the

official Court-approved website. *See* Ex. 12. I have received several calls from class members regarding this letter.

43. One call received on August 9, 2013 from Mr. Lawrence Ritt, merits special attention. Mr. Ritt stated that he did not understand why he received my letter because he had not taken any steps to exclude himself from or object to the settlement. I then sent him a copy of the objection my office received. This objection was a form objection that from my review appears to be one submitted electronically from the site www.merchantsobject.com. It is attached as Exhibit 13.

44. Mr. Ritt sent me an email on August 9, 2013 which is reproduced below:

Dear Ms. Bernay:

I received a letter from your firm earlier today noting that I “filed an objection the proposed settlement” re Case number 1:05-MD-1720-(JG)(JO). I did not! You faxed me a pdf of my alleged objection and it is obvious to me that I did not sign that form and - to the best of my knowledge - none of our staff signed it for me. Staff are not authorized to sign such documents. My only hesitancy is that a couple of staff members no longer work for us so I can’t be certain. After I called, you also asked me to visit <http://merchantsobject.com/>. I did and that site was not familiar to me.

Your firm’s letter referred me to www.paymentcardsettlement.com. Having (for the first time) read materials on that site, there is no reason why we would object to the settlement. I hope that somehow my company will not be viewed as submitting an objection to the proposed settlement.

If I can be of further assistance, please let me know.

See Ex. 14.

45. After receiving the call and email from Mr. Ritt, I also examined the list of exclusions received by the Class Administrator. I asked the Class Administrator to send me a copy of the exclusion. It is attached at Exhibit 15. Based on my review of the document, this also appears to be a form available on the website www.merchantsobject.com. I sent this document to Mr. Ritt via email. He confirmed that he did not submit such an exclusion in an email to me on August 9, 2013.

That email is reproduced here: “Dear Ms. Bernay: It is not a document I submitted. In fact, I did not submit anything. I note the return address on the material you sent is “National Association of Convenience Stores”; I have never heard of that association. We are professional book publishers who accept orders from specialized mental health professionals.” Ex. 16.

46. In order to assist the Court, the primary objections to the settlement are detailed in Exhibit 17 attached hereto with references to the general issues raised as well as page citations to objectors’ papers.

47. In August 2012, Wal-Mart Stores, Inc., Best Buy Co., Inc., 7-Eleven, Inc., CVS/pharmacy, Publix Super Markets, Inc. and 10 other large retailers announced in the press the creation of a Merchant Customer Exchange. On September 25, 2012 in a letter to the Court (Dkt. No. 1629), Constantine Cannon LLP partner Jeffrey I. Shinder stated that he is advising the Merchant Customer Exchange in its mobile-payment venture. According to materials filed with Congress on December 10, 2012, the Merchant Customer Exchange hired a lawyer affiliated with Constantine Cannon LLP, Todd Anderson, as a lobbyist. *See* Ex. 18. The firm is listed as the lobbyist for the Merchant Customer Exchange. *Id.*

48. According to a recent posting on the MCX website, which I reviewed, there are currently more than 40 merchants who have joined the group, including: 7-Eleven Inc., 76, Alon Brands, Banana Republic, Baskin Robbins, Bed Bath & Beyond Inc., Best Buy Co., Inc., Buy Buy Baby, Brinker International, Inc., Chiles, Christmas Tree Shops, Circle K, Conoco, CVS/pharmacy, Darden Restaurants, DICK’s Sporting Goods, Dillard’s Inc., Dunkin’ Brands, Gap Inc., HMSHost, Hobby Lobby Stores, Inc., Hyvee, Inc., K-Mart, Kohl’s Department Stores, Long Horn Steakhouse, Lowe’s, Maggiano’s, Meijer’s, Michaels’ Stores, Inc., Old Navy, Olive Garden, Pacific Convenience & Fuels LLC, Phillips 66, PriceRite, Publix Super Markets, Inc., QuikTrip Corporation, RaceTrac,

Sam's Club, Sears Holdings, Sheetz, Inc., Shell Oil Products U.S., ShopRite, Southwest Airlines, Sunoco, Inc., Target Corp., Wakefern Food Corp., Wal-Mart Stores, Inc., and Wawa. *See* Ex. 19.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 15th day of August, 2013, at San Diego, California.



ALEXANDRA S. BERNAY

EXHIBIT 1

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
-----x

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate *(business name and address)* Golden Cove Pharmacy
and I have accepted Visa and/or MasterCard from *(approximate date)* May 2011
until *(“present,” or approximate date)* present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa’s and MasterCard’s price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little or no value to us.
3. We operate our store in the state of CA, which has enacted a law that prohibits surcharging of credit card transactions. Because of this law, the principal relief is of little or no value to us.
4. We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since economic realities prevent us from dropping American Express to avoid this limitation, this is another reason why we cannot avail ourselves of the surcharging relief in the settlement.

Version I

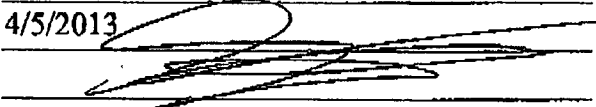
5. Surcharging consumers also may be prohibited by many of our contracts for services with health insurers and pharmacy benefits managers and is questionable under the Centers for Medicare & Medicaid Services' regulations. Given these prohibitions and uncertainty, I do not have any realistic ability to use surcharging to create market pricing pressure.
6. Even if we had had the ability to surcharge, the proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
7. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
8. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *(first, middle, last)*: George Wissa
 Address: 31238 Palos Verdes Drive West
Rancho Palos Verdes, CA 90275
 Phone No.: 310-750-6082

My business information is:

Pharmacy Name: Golden Cove Pharmacy
 Pharmacy Address: 31238 Palos Verdes Drive West

Date: 4/5/2013
 Signature: 
 Printed Name: George Wissa

If applicable, the contact information for my lawyer, with respect to this settlement, is:

Version 1

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
----- x

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate ^[business name] Indla Drug 19 W. Commercial Indla, OK 74036
^[and address] and I have accepted Visa and/or MasterCard from ^[approximate date] 5/1/99
until ^["present," or approximate date] Present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little or no value to us.
3. We operate our store in the state of Oklahoma, which has enacted a law that prohibits surcharging of credit card transactions. Because of this law, the principal relief is of little or no value to us.
4. Surcharging consumers also may be prohibited by many of our contracts for services with health insurers and pharmacy benefits managers and is questionable under the Centers for Medicare & Medicaid Services' regulations. Given these prohibitions and uncertainty, I do not have any realistic ability to use surcharging to create market pricing pressure.

03/29/2013 14:49

9185432013

INDLA DRUG

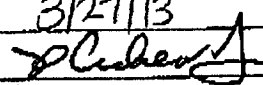
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5. Even if we had had the ability to surcharge, the proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
6. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *[first, middle, last]*: P. Andrew Turner
Address: 14805 E. 560 Rd
Inola, OK 74036
Phone No.: 918.513.8777

My business information is:

Pharmacy Name: Inola Drug, Inc
Pharmacy Address: 19W Commercial (PO Box 700)
Inola, OK 74036
Date: 3/27/13
Signature: 
Printed Name: P. Andrew Turner

If applicable, the contact information for my lawyer, with respect to this settlement, is:

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
-----X

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate *(business name and address)* Mill Run Community Pharmacy, 404 North St, Meadville, PA 16335

and I have accepted Visa and/or MasterCard from *(approximate date)* 07/20/2007
until *(“present,” or approximate date)* present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa’s and MasterCard’s price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little or no value to us.
3. We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since economic realities prevent us from dropping American Express to avoid this limitation, this is another reason why we cannot avail ourselves of the surcharging relief in the settlement.

4. Surcharging consumers also may be prohibited by many of our contracts for services with health insurers and pharmacy benefits managers and is questionable under the Centers for Medicare & Medicaid Services' regulations. Given these prohibitions and uncertainty, I do not have any realistic ability to use surcharging to create market pricing pressure.
5. Even if we had had the ability to surcharge, the proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
6. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *(first, middle, last)*: _____
 Address: John D. Petruso, Jr, RPh
 20704 Hill Rd, Saegertown, PA 16433
 Phone No.: 814-763-5322

My business information is:

Pharmacy Name: _____
 Pharmacy Address: Mill Run Community Pharmacy
 404 North St, Meadville, PA 16335
 Date: 3-25-2013
 Signature: *John D. Petruso, Jr, RPh*
 Printed Name: John D. Petruso, Jr, RPh

If applicable, the contact information for my lawyer, with respect to this settlement, is:
N/A

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
-----x

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate [business name and address] Orange Pharmacy 130 West Main Street - Orange, VA 22960 and I have accepted Visa and/or MasterCard from [approximate date] 5-25-2005 until ["present," or approximate date] present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa’s and MasterCard’s price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little or no value to us.
3. Surcharging consumers also may be prohibited by many of our contracts for services with health insurers and pharmacy benefits managers and is questionable under the Centers for Medicare & Medicaid Services’ regulations. Given these prohibitions and uncertainty, I do not have any realistic ability to use surcharging to create market pricing pressure.
4. Even if we had had the ability to surcharge, the proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.

- 5. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
- 6. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *(first, middle, last)*: John W. Seymour
 Address: 91 Doris Drive
Ruckersville, VA 22968
 Phone No.: 540-661-7704

My business information is:

Pharmacy Name: Orange Pharmacy
 Pharmacy Address: 130 West Main Street
Orange, VA 22960
 Date: 4-16-2013
 Signature: *John W. Seymour*
 Printed Name: John W. Seymour

If applicable, the contact information for my lawyer, with respect to this settlement, is:

EXHIBIT 2

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

STATEMENT OF OBJECTIONS

★ **APR 04 2013** ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

In re PAYMENT CARD INTERCHANGE:
FEE AND MERCHANT DISCOUNT: No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION:

-----X

Statement of Objections

I am a member of the plaintiff class in the case called In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. I am a class member because I operate

Merchant name and address:

Merchant Name Food ville Meats DBa (Bianchinis Market)

Street 810 Laurel Street

City San Carlos State CA Zip 94070

and I have accepted Visa and/or MasterCard from...

Approximate Date: 1985

until...

"Present," or approximate Date: present

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
4. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
5. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

Additional Reasons for Objecting

Please check all that apply:

- We operate in one for following states, CA, CO, CT, FL, KS, ME, MA, NY, OK and TX state(s) which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us

- We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its proposed terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

My Information is:

My Name:

First Kevin Middle Last Bianchini

My position: President

Name of merchant: Food ville Meats DBa (Bianchinis Market)

My address:

Street 810 Laurel Street

City San Carlos State CA Zip 94070

My phone number: 650-592-4701

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

Lawyer's Name:

First Middle Last

Lawyer's Address:

Street

City State Zip

Lawyer's Phone Number:

Signature: *Kevin Bianchini*
Kevin Bianchini (Mar 14, 2013)

Email: kbianchini@comcast.net

Dated: Mar 14, 2013

Printed name: Kevin Bianchini

Address:

Street 810 Laurel Street

City San Carlos State CA Zip 94070

Statement of Objections and Opt-Out Letter

EchoSign Document History

March 14, 2013

Created:	March 14, 2013
By:	Merchants Object (merchantsobject@nacsonline.com)
Status:	SIGNED
Transaction ID:	SH63AA3V2F324R

“Statement of Objections and Opt-Out Letter” History


-  Widget created by Merchants Object (merchantsobject@nacsonline.com)
March 13, 2013 - 7:45 AM PDT
-  Widget filled in by Kevin Bianchini (kbianchini@comcast.net)
March 14, 2013 - 4:52 PM PDT - 24.5.186.236
-  User email address verification waived
March 14, 2013 - 4:52 PM PDT - 24.5.186.236
-  Signed document emailed to Kevin Bianchini (kbianchini@comcast.net) and Merchants Object (merchantsobject@nacsonline.com)
March 14, 2013 - 4:52 PM PDT

EXHIBIT 3

**STATEMENT OF OBJECTIONS
(FOR MERCHANTS WHO ALSO OPT OUT)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
-----X

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate over 40 Sonic Drive-Ins and I have accepted Visa and/or MasterCard from the early 1990s until May 21, 2013.

I object to the settlement in this lawsuit. My reasons for objecting are:


1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. *[If merchant operates in one of the ten states that prohibit surcharging: CA, CO, CT, FL, KS, ME, MA, NY, OK and TX]*
We operate stores in the state(s) of Kansas, Missouri, Oklahoma, Arkansas and Iowa which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us.
4. We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.
5. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.

6. The release will not allow me to protect against mistreatment by Visa and MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name Richard Lyle Briley
Address: 29270 PLEASANT VALLEY RD PAOLA KS 66071
Phone No.: 913-294-5999

[[if your own lawyer is representing you with respect to the settlement]] The contact information for my lawyer is:

Dated: 5-21-2013
Signed: 
Printed name: Richard Lyle Briley
Merchant name: See attached list

SONIC	FEIN			
BASEHOR	710883898	15514 STATE AVE	BASEHOR KS	66007
BONNER SPRINGS	481134628	11555 KAW DRIVE	BONNER SPF KS	66012
CANEY	943425661	223 EAST ROSE	CANEY KS	67333
CENTERVILLE	421372464	1030 NORTH 18TH	CENTERVILLIA	52544
CHERRYVALE	481223076	1068 WEST MAIN	CHERRYVALI KS	67335
FREDONIA	954895028	1938 E WASHINGTON	FREDONIA KS	66736
GARDNER	481056353	626 EAST MAIN	GARDNER KS	66030
GARNETT	480879967	116 NORTH MAPLE	GARNETT KS	66032
HARRISONVILLE	481017946	906 SOUTH COMMERCIAL	HARRISONVII MO	64701-1604
HILLSBORO	481215550	700 WEST WESTERN HEIGHTS	HILLSBORO KS	67063
LANSING	26-4281633	715 CENTRE DRIVE	LANSING KS	66043
LENEXA	481180172	8610 PFLUMM ROAD	LENEXA KS	66215
LOIRET	481245014	15745 WEST 87TH STR PARKWAY	LENEXA KS	66219
LOUISBURG	481205639	201 NORTH AMITY	LOUISBURG KS	66053
MERRIAM	481116674	5440 MERRIAM DRIVE	MERRIAM KS	66203
MONETT	36-3436407	810 E CLEVELAND ST	MONETT MO	65708
MT VERNON	43-1736161	635 E MT VERNON BLVD	MT VERNON MO	65712
NOWATA	73-1080863	327 S ASH	NOWATA OK	74048
OP 1	481037118	10075 WEST 75TH	OVERLAND P KS	66204
OP 2	481180173	8031 METCALF AVENUE	OVERLAND P KS	66204-3844
OP 3	481226228	8905 SANTE FE	OVERLAND P KS	66212
OP 4	200280439	10701 ROE AVE	OVERLAND P KS	66207
OP5	26-4562470	12090 METCALF AVE	OVERLAND P KS	66213
OP6	27-2136789	9801 QUIVIRA ROAD	OVERLAND P KS	66215
OSAGE CITY	480960437	28 WEST MARKET STREET	OSAGE CITY KS	66523
OSAWATOMIE	480871105	319 EAST MAIN	OSAWATOMI KS	66064
OTTUMWA	421469462	222 NORTH WAPELLO	OTTUMWA IA	52501
PAOLA	480848034	606 NORTH SILVER	PAOLA KS	66071
PECULIAR	431817511	391 LEGEND LANE	PECULIAR MO	64078
PERIMETER PARK	743090673	8311 HEDGE LANE TERRACE	SHAWNEE KS	66226
PLEASANT HILL	431383947	602 N 7 HWY	PLEASANT HIMO	64080
RAYMORE	481075001	229 N MADISON	RAYMORE MO	64083
RED BRIDGE	661195578	500 E RED BRIDGE	KANSAS CITY MO	64131
SHAWNEE	481107062	13601 WEST 63RD	SHAWNEE KS	66216
SPRINGFIELD	43-1852318	5656 FARM RD 157	SPRINGFIELD MO	65810
SPRINGHILL	481186312	909 NORTH WEBSTER	SPRINGHILL KS	66083
STANLEY	481170054	8501 W 161ST STREET	STANLEY KS	66223
TONGANOXIE	481221905	650 NORTHSTAR COURT	TONGANOXIE KS	66086
DESOTO	43-1646790	34425 WEST 91ST STREET	DESOTO KS	66018
KNOXVILLE	43-1646790	1503 SOUTH LINCOLN	KNOXVILLE IA	50138-2287
MARTIN CITY	43-1646790	75 WEST 135TH STREET	MARTIN CITY MO	64145

Sonic Accounting Office
1101 Industrial Drive
Paola, KS 66071



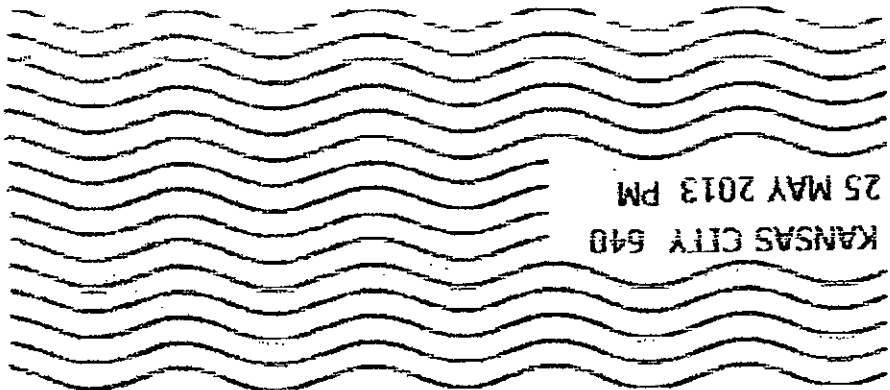
UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 001.120
0003974462 MAY 25 2013
MAILED FROM ZIP CODE 66071

Payment Card Interchange
Fee Settlement

P.O. Box 2530

Portland, OR ~~97208-2530~~

97208-2530



KANSAS CITY 640
25 MAY 2013 PM

EXHIBIT 4

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

★ **APR 04 2013** ★

STATEMENT OF OBJECTIONS BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

In re PAYMENT CARD INTERCHANGE:
FEE AND MERCHANT DISCOUNT: No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION:

-----X

Statement of Objections

I am a member of the plaintiff class in the case called In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. I am a class member because I operate

Merchant name and address:

Merchant Name VMKM Management LLC
Street 5415 Golf View Dr.
City Braselton State GA Zip 30517

and I have accepted Visa and/or MasterCard from...

Approximate Date: 2002

until...

"Present," or approximate Date: Present

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
4. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
5. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

Additional Reasons for Objecting

Please check all that apply:

- We operate in one for following states, CA, CO, CT, FL, KS, ME, MA, NY, OK and TX state(s) which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us

- We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its proposed terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

My Information is:

My Name:

First Marc

Middle

Last Colluro

My position: Owner/Member

Name of merchant: VMKM Management LLC

My address:

Street 5415 Golf View Dr.

City Braselton

State GA

Zip 30517

My phone number: 404-218-8417

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

Lawyer's Name:

First

Middle

Last

Lawyer's Address:

Street

City

State

Zip

Lawyer's Phone Number:

Signature:



Marc Colluro (Mar 13, 2013)

Email: vmkmmgmtllc@yahoo.com

Dated: Mar 13, 2013

Printed name: Marc

Colluro

Address:

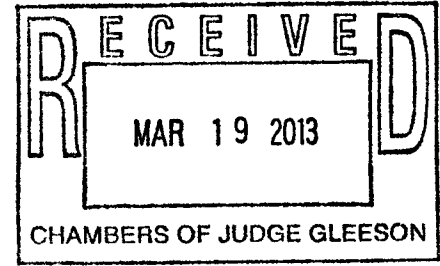
Street 5415 Golf View Dr.

City Braselton

State GA

Zip 30517

EXHIBIT 5



STATEMENT OF OBJECTIONS
(FOR MERCHANTS WHO OPT OUT)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
----- X

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate [business name] Bald Eagle Fuel & Tire D/B/A Snappy's #1 1209 N. Atherton St. State College, PA 16801
and address]

and I have accepted Visa and/or MasterCard from [approximate date] 2003
until ["present," or approximate date] Present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. [If merchant operates in one of the ten states that prohibit surcharging: CA, CO, CT, FL, KS, ME, MA, NY, OK and TX]
We operate stores in the state(s) of Pennsylvania
which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us.
4. [If merchant accepts American Express] We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

5. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
6. The release will not allow me to protect against mistreatment by Visa and MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *[first, middle, last]*: R. Keith Powell
Address: P.O. Box 30 Philipsburg, PA 16866
Phone No.: (814) 342-3190

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

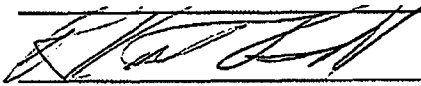
Dated: March 14, 2013
Signed: 
Printed name: R. Keith Powell
Merchant name: Bald Eagle Fuel & Tire D/B/A Snappy's
Address: P.O. Box 30
Philipsburg, PA 16866

EXHIBIT 6

STATEMENT OF OBJECTIONS
(FOR MERCHANTS WHO DO NOT OPT OUT)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT : No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION :
-----X

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate [business name

and address] Papa Murphy's Take and Bake Pizza, 12141 Hardy, Overland Park, KS 66213

and I have accepted Visa and/or MasterCard from [approximate date]

2/1/2005

until ["present," or approximate date] present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of no value to us.
3. [If merchant operates in one of the ten states that prohibit surcharging: CA, CO, CT, FL, KS, ME, MA, NY, OK and TX]
We operate stores in the state(s) of KS which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us.
4. [If merchant accepts American Express] We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot

realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

5. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard.
6. The release is overly broad. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.
8. We did not opt out to assert past damages claims because prosecuting such claims against large companies like Visa and MasterCard is not a realistic option for a merchant of our size. That is especially true given that we are not permitted to opt out of other provisions of the settlement which are, overall, far more important than the small amount of dollars that individual merchants might receive in this case. In addition, the settlement does not allow us to opt out to pursue claims for ongoing or future damages. Our decision not to opt out should not be construed as agreement that the compensatory damages amount accurately reflects our losses because it is a small fraction of what we paid in interchange for Visa and MasterCard transactions. Nor should it be construed as acceptance of the release set forth in the settlement. We consider the release overbroad and object to its scope.

My personal information is:

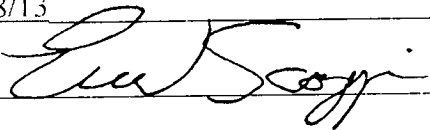
Name *[first, middle, last]*: Eric W. Scoggin

Address: 12141 Hardy, Overland Park, KS
66213

Phone No.: 913-579-7714

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

Dated: 5/28/13

Signed: 

Printed name: Eric W. Scoggin

Merchant name: Papa's Partners, LLC, dba Papa Murphy's Take and Bake

Pizza

Address: 12141 Hardy, Overland Park, KS

66213

EXHIBIT 7

STATEMENT OF OBJECTIONS

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

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

Wesley R. Powell
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019

FILED
IN CLERKS OFFICE
US DISTRICT COURT E.D.N.Y.

★ MAY 22 2013 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
:
In re PAYMENT CARD INTERCHANGE : No. 05MD01720 (JG) (JO)
FEE AND MERCHANT DISCOUNT :
ANTITRUST LITIGATION : STATEMENT OF OBJECTIONS
:
-----X

The following company is a member of the Rule 23(b)(2) plaintiff class in the case called
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. This company
is a class member because it operates:

Business Name(s): Rolling Dough, Ltd. DBA Panera Bread Bakery-Cafe

Street Address: 13809 Research Blvd., Suite 810

City: Austin State: Texas Zip Code: 78750

and it has accepted Visa and/or MasterCard from June, 2003 until "present".

This company objects to the settlement in this lawsuit for the following reasons:

1. Rolling Dough, Ltd. adopts and incorporates by reference the objections set forth in the submission made by the National Retail Federation (“NRF”) in opposition to the proposed settlement.
2. The proposed settlement does not address Visa’s and MasterCard’s price fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay.
3. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of virtually no value to us.
4. We operate stores in the state of Texas, which prohibits the surcharging of credit card transactions. Because of this law, the principal relief in the settlement is of speculative value to us.
5. We accept American Express transactions. We cannot realistically drop American Express acceptance without serious detriment to our business. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its proposed terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions (because American Express transactions cost us more on average than Visa or MasterCard). However, American Express requires that we surcharge all other payment cards if we surcharge American Express. This would mean that we would have to surcharge American Express cards *and* MasterCard cards even if it was only our intent to surcharge Visa cards. We also would have to surcharge Visa and MasterCard labeled debit cards, thus discouraging consumers from using debit, even though debit is a cheaper form of payment. The perverse result of the settlement’s surcharging provisions (if they were to be used at all which we doubt given these problems) would be to create inaccurate price cues to consumers and, thereby, to defeat the very purpose for which the lawsuit allegedly was brought: to undo the anti-competitive constraints the card networks have imposed on this market. The surcharging provision is not only of no value, it would make us worse off than we are currently.
6. The release will not allow this company to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval of the settlement, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval stage. These rules are unfair and problematic for this company.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My contact information is:

Name: D. Mark von Waaden

Title: CEO

Street Address: 13809 Research Blvd., Suite 810

City: Austin State: Texas Zip Code: 78750

Phone No.: 512-401-6550


The contact information for my company's general counsel is:

Name: Clarke Heidrick

Street Address: 401 Congress Avenue, Ste. 2200

City: Austin State: Texas Zip Code: 78701

Phone No.: 512-480-5600

Signature: 

Date: May 20, 2013

EXHIBIT 8

STATEMENT OF OBJECTIONS
(FOR MERCHANTS WHO OPT OUT)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT :
ANTITRUST LITIGATION :
----- X

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

Statement of Objections

I am a member of the plaintiff class in the case called *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. I am a class member because I operate [business name

and address] Porter's Speed Mart, 1301 N. Washington St., Bastrop, LA 71220

and I have accepted Visa and/or MasterCard from [approximate date] July 1, 2007

until ["present," or approximate date] Present.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. [If merchant operates in one of the ten states that prohibit surcharging: CA, CO, CT, FL, KS, ME, MA, NY, OK and TX]
We operate stores in the state(s) of Louisiana which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us.
4. [If merchant accepts American Express] We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

5. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
6. The release will not allow me to protect against mistreatment by Visa and MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
7. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name *[first, middle, last]*: Kimberly H. Porter
Address: 808 Aquila Dr., Bastrop, LA 71220
Phone No.: 318-282-4022

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

Dated: 5/28/13
Signed: Kimberly H. Porter
Printed name: Kimberly H. Porter
Merchant name: Porter's Speed mart
Address: 1301 N. Washington St.
Bastrop, LA 71220

EXHIBIT 9

STATEMENT OF OBJECTIONS

IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ MAY 15 2013 ★
BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
In re PAYMENT CARD INTERCHANGE :
FEE AND MERCHANT DISCOUNT :
ANTITRUST LITIGATION :
-----x

No. 05MD01720 (JG) (JO)

Statement of Objections

I am a member of the plaintiff class in the case called In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. I am a class member because I operate
[Business name and address]

Business Name: Northstar Gas & Go
Street Address: 911 Hwy 70 W
City: St. Germain State: WI Zip: 54558

and I have accepted Visa and/or MasterCard from [approximate date]

From Date: 1995

until ["present," or approximate date]

Until Date: 2013

I object to the settlement in this lawsuit. My reasons for objecting are:

- 1 The proposed settlement does not address Visa's and MasterCard's price fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
- 2 Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.

- 3 *[If merchant operates in one of the ten states that prohibit surcharging CA, CO, CT, FL, KS, ME, MA, NY, OK, and TX]* We operate stores in the state(s) of which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us.
- 4 *[If merchant accepts American Express]* We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its proposed terms we can only surcharge Visa and MasterCard transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.
- 5 The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
- 6 The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
- 7 Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

My personal information is:

Name[First, Middle, Last]: Tracy Veronica Wendt

Street Address: 9111 Hwy 70 W

City: St. Germain State: WI Zip: 54558

Phone No.: 715-542-2863

If your own lawyer is representing you with respect to the settlement, The contact information for my lawyer is:

Name[First, Middle, Last]: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____

Signed Tracy Wendt Dated: 5-6-13

Printed name: Tracy Veronica Wendt

Merchant name: Northstar Gas & Go

Merchant Name: Northstar Gas & Go

Street Address: 9111 Hwy 70 W

City: St. Germain State: WI Zip: 54558

Phone No.: 715-542-2863

EXHIBIT 10



NACS Online > News & Media Center > Press Releases > 2013 > Credit Card Appeal Delayed Until Fall

News & Media Center

Press Release

For Immediate Release
January 31, 2013

Contact: news@nacsonline.com
(703) 684-3600

Credit Card Appeal Delayed Until Fall

ALEXANDRIA, Va. -- The U.S. Court of Appeals for the Second Circuit has ruled that an appeal of the proposed swipe fee settlement that was announced July 13, 2012, should wait until after objections to the settlement are filed and heard in September 2013.

The majority of named plaintiffs — including NACS — and approximately 1,200 additional merchants, oppose the proposed settlement and retailer groups have filed papers objecting to preliminary approval of the proposed settlement.

The Court's decision means that settlement notices to retailers across the country can continue to be distributed, and that retailers will have the opportunity to opt out of the monetary portion of the case and/or object to the proposed settlement before it goes to a fairness hearing this fall. Unless the proposed settlement is rejected, retailers will be forced to accept the inadequate rules changes and give the credit card industry the unbounded ability to abuse retailers in the future.

"The court's decision to delay an appeal will motivate more retailers to oppose this proposed settlement," said NACS Chairman Dave Carpenter, president and CEO of J.D. Carpenter Companies Inc. "The proposed settlement does little to address the broken system and could, in fact, make it worse. The courts ultimately cannot let that stand against the will of retailers."

NACS believes the settlement is a bad deal for retailers, primarily because the relief it offers is inadequate and the release is overbroad. With the NACS board's approval, NACS has decided to object to and opt out of the settlement.

NACS is both opting out and objecting to the proposed settlement because it offers class members money damages of only about two months' worth of interchange and, among other things, limited modifications to Visa's and MasterCard's surcharging rules. Worse, the proposed settlement requires class members to release Visa and MasterCard from liability, forever, for any anticompetitive rules currently in place (including the interchange or swipe fee rules) and/or any "substantially similar rules" instituted at any time in the future.

Convenience retailers, including NACS member companies, are not covered by NACS' objection. Retailers must decide how to respond to the proposed settlement — [read more details](#).

"It is important to note that if you do nothing, it will be presumed by the court that you accept the terms of the proposed settlement," said NACS President and CEO Hank Armour "Even if you submitted a declaration objecting to the proposed settlement last fall, you must respond to the notice and submit something in writing again if you want to opt-out of or object to the proposed settlement."

Notices will be sent to retailers who accepted Visa and/or MasterCard at any time between January 1, 2004 and November 27, 2012.

Part of the proposed settlement already has taken effect. Beginning, January 27, 2013, retailers are allowed to **add fees** to try to recover the swipe fees they pay for credit card transactions. However, surcharges do not affect how swipe fees, the second-largest expense for most retailers, are set and merely make retailers the collection agents for the banks. Objections to the proposed deal from more than 1,200 retailers demonstrate that this is not what retailers want.

The named class plaintiffs opposing the proposed settlement of the case, which is known as "In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation," are NACS, Affiliated Foods Midwest, Coborn's Inc., D'Agostino Supermarkets, Jetro Holdings LLC, NATSO, National Community Pharmacists Association (NCPA), National Cooperative Grocers Association (NCGA), National Grocers Association (NGA) and National Restaurant Association (NRA).

"It is clear that this battle is far from over, and we need retailers to once again make their voices heard," said Carpenter. "It is in our best interests to stop this flawed proposal from being finalized."

###

Founded in 1961 as the National Association of Convenience Stores, NACS is the international association for convenience and fuel retailing. The U.S. convenience store industry, with more than 149,000 stores across the country, posted \$682 billion in total sales in 2011, of which \$487 billion were motor fuels sales. NACS has 2,100 retail and 1,600 supplier member companies, which do business in nearly 50 countries.

The Association for Convenience & Fuel Retailing NACS 1600 Duke Street Alexandria, VA 22314

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NACS Online > Government Relations > Credit Card Fees > Settlement Notices

Settlement Notices

Your Options Regarding the Proposed Settlement:

"In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation"

On July 13, 2012, a proposed settlement was announced between the plaintiff class of merchants, of which you are a member, and the defendants (Visa, MasterCard and several banks) in *In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MDL 1720). NACS is a named plaintiff in that case and rejected the proposal the day that it was announced.

Settlement notices are being distributed to merchants across the country and NACS is both opting out and objecting to the settlement. If you accepted Visa and/or MasterCard at any time between January 1, 2004, and November 27, 2012, you will need to decide whether to opt out, object to, or accept the settlement. Even if you submitted a declaration objecting to the proposed settlement last fall, you will need to respond to the notice and submit something in writing again if you want to opt-out of or object to the proposed settlement. **(Scroll down for a full explanation of your choices.)**

The proposed settlement offers class members money damages of about two months' worth of interchange and, among other things, limited modifications to Visa's and MasterCard's surcharging rules. However, there are no fundamental market changes that would constrain Visa and MasterCard over time from continuing to raise rates to a point at which merchants essentially pay for their own settlement — and then some.

The proposed settlement does not change the two fundamental problems with the current swipe fee system. First, Visa and MasterCard fix the rates for their banks so that banks don't compete on price. Second, Visa and MasterCard police merchants to make sure the fees stay hidden and there are no competitive market forces.

Nonetheless, the proposed settlement requires class members to release Visa and MasterCard from liability — forever — for any anticompetitive rules currently in place (including the interchange or swipe fee rules) and/or any "substantially similar rules" instituted at any time in the future. And, while the release from merchants lasts forever, the meager changes that Visa and MasterCard will make to their rules end in 2021.

On November 27, 2012, Judge John Gleeson of the United States District Court for the Eastern District of New York granted preliminary approval to the proposed settlement. The next step is that Judge Gleeson now must decide whether to grant final approval to the settlement. Between now and May 28, 2013, class members can let Judge Gleeson know what they think of the settlement, which includes opting out and submitting written objections to it, or accepting it.

NACS believes the settlement is a bad deal for our members, primarily because the relief it offers is inadequate and the release is overbroad. With the NACS Board of Directors' approval, we have decided to object to and opt out of the settlement. It is important to note that even though you are a NACS member, in the eyes of the court, our objection to this proposed settlement does not cover you. You and every merchant who accepted Visa or MasterCard from January 1, 2004, to November 27, 2012, need to decide on your own how to respond to the proposed settlement.

It is important to note that if you do nothing, it will be presumed by the court that you accept the terms of the proposed settlement. However, if you independently conclude that the settlement is bad for you and/or for merchants generally, you can:

1. Opt out of the settlement (for past damages only) and object to it, or
2. Object to the settlement, but not opt out of it.
3. Opt-out but not object.

These choices, which are explained more fully below, must be exercised in writing by May 28, 2013.

What is the difference between opting out and objecting?

"Objecting" means that you oppose the terms of the proposed settlement. "Opting out" means that you exclude yourself from the past damages settlement class. You can both object to and opt out of the proposed settlement. The nuances are explained in much more detail below. You cannot, however, opt-out of the terms of the rules changes included in the settlement. Unless the Court listens to the objections filed and denies approval of the settlement, those rules changes will be forced upon every merchant in the United States.

What does it mean to "object" to the settlement?

Objecting to the settlement means telling Judge Gleeson and the proponents of the proposed settlement why you oppose it. Even if you opt out to preserve your right to seek past damages, you will still be bound by the release and the various purported rules changes (offered in lieu of swipe fee changes). If you do not object, you will be deemed to have accepted those terms of the deal. Therefore if you think the deal is bad overall, you should object to it and consider opting out as well as objecting (explained below).

What are the benefits of objecting?

The benefit of objecting is that you (along with other objectors) may persuade Judge Gleeson or the Second Circuit Court of Appeals that the proposed settlement is unfair and that it should not be approved. If you do not object, it will be presumed by the court that you approve of the proposed settlement's terms. Objecting, on the other hand, precludes any such presumption. If you do not agree with all of the settlement's terms, you should consider objecting.

What are the costs or risks of objecting?

NACS sees no costs or risks in objecting. It is your right to let Judge Gleeson know how you feel about the settlement. You simply must submit the reasons for your objections in writing.

What does it mean to opt out of the settlement?

Opting out means that you exclude yourself from the past damages settlement class, which preserves your right to sue Visa and MasterCard for past damages for conduct that occurred before November 27, 2012. Opting out for past damages in this proposed settlement does not exclude you from the proposed settlement's release that purports to change certain Visa and MasterCard rules (but not Visa's or MasterCard's swipe fee-setting practices). You may not opt out of those portions of the proposed settlement. That is why, if you believe the proposed settlement is bad overall and you want to be able to preserve your right to sue for more damages, you might consider opting out and objecting to the proposed settlement.

What are the benefits of opting out?

Opting out preserves your right to sue for more damages or challenge other conduct that occurred before November 27, 2012. It also sends a message to the court that, in addition to any objection, you feel strongly enough in your opposition to the settlement that you want to exclude yourself from it in the only way that you can.

What are the costs or risks of opting out?

If you opt out you will not collect any damages from the proposed settlement. You will only be able to collect money damages relating to Visa's and MasterCard's rules if you sue Visa and MasterCard on your own or if you are part of a class action suit of all companies that opt-out of the settlement.

What are the benefits of opting out and objecting?

Opting out and objecting is the most complete way to express your opposition to the proposed settlement. You will put the most pressure on Judge Gleeson and the appellate court to reject the proposed settlement. You will also get the best protection from any argument that you have accepted the proposed settlement's release terms.

Can I object and not opt out?

Yes. However, if you do not opt out you will lose your right to sue for more damages or challenge other conduct that occurred before November 27, 2012.

What if I do nothing? Are there any costs or risks?

If you do nothing — that is, you decide to neither opt out nor object — you will be deemed to have accepted all of the terms of the settlement, including its release terms.

How is NACS responding to the settlement?

NACS is both opting out of the settlement and objecting to it.

How do I object?

You can object to the proposed settlement by submitting a Statement of Objections to Judge Gleeson and the lawyers for the proponents of the proposed settlement at the addresses below by **May 28, 2013**. Two sample objections are attached: One for merchants who **opt out** and one for merchants who **do not opt out**. You can fill in the blanks on the appropriate sample and submit it, or use it as an example to create your own objection. If you create your own objection, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- The reasons you object to the proposed settlement.
- Your name, address and phone number.
- How long you have accepted Visa and/or MasterCard.
- Information regarding the individual signing the objection.
- If your own lawyer represents you with respect to the proposed settlement, his/her contact information.

You may also cite any laws or evidence that support your objection. Copies of your objection must be mailed to each of the three addresses below by **May 28, 2013**. OR submit your letter to NACS by email at lbeckwith@nacsonline.com or fax (703) 836-4564 (attn. Lyle Beckwith) before **May 17, 2013**, and we will mail it to each of the three addresses for you. Keep a copy of your objection for your records.

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

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

Wesley R. Powell
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019

How do I opt out?

You opt out by submitting an **opt-out letter** to the settlement administrator by **May 28, 2013** — you can fill in the blanks and submit it, or use it as an example to create your own opt-out letter. If you create your own letter, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- Your business's name, address, phone number, and taxpayer ID number.
- How long you have accepted Visa and/or MasterCard.
- A statement that you want to be excluded from (opt out of) the settlement class.
- Names and addresses of all of your business locations.
- Position of the individual signing the letter that authorizes him/her to exclude your business from the settlement.

You must mail your letter to P.O. Box 2530, Portland, OR 92708-2530 before **May 28, 2013**. OR you can submit your letter to NACS by email at lbeckwith@nacsonline.com or fax (703) 836-4564 (attn. Lyle Beckwith) before **May 17, 2013**, and we will mail it for you. Be sure to keep a copy of your letter.

Can I participate in the court's final approval hearing?

Yes. The final approval hearing is scheduled for September 12, 2013 at 10:00 am at the United States District Court for the Eastern District of New York, 225 Cadman Plaza, Brooklyn, NY 11201. If you or anyone from your business would like to appear, you must mail copies of a Notice of Intent to Appear to the court and the proponents of the settlement at the three addresses above by **May 28, 2013**. OR you may submit your notice to NACS by email at lbeckwith@nacsonline.com or fax (703) 836-4564 (attn. Lyle Beckwith) — before **May 17, 2013**, and we will mail it for you. A **sample notice is attached** — you can fill in the blanks and submit it, or use it as an example to create your own. If you create your own, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- A statement that certain individuals intend to appear at the hearing, and the names, positions, addresses and phone numbers of each of those individuals, including any attorneys.
- Information regarding the person signing the notice.

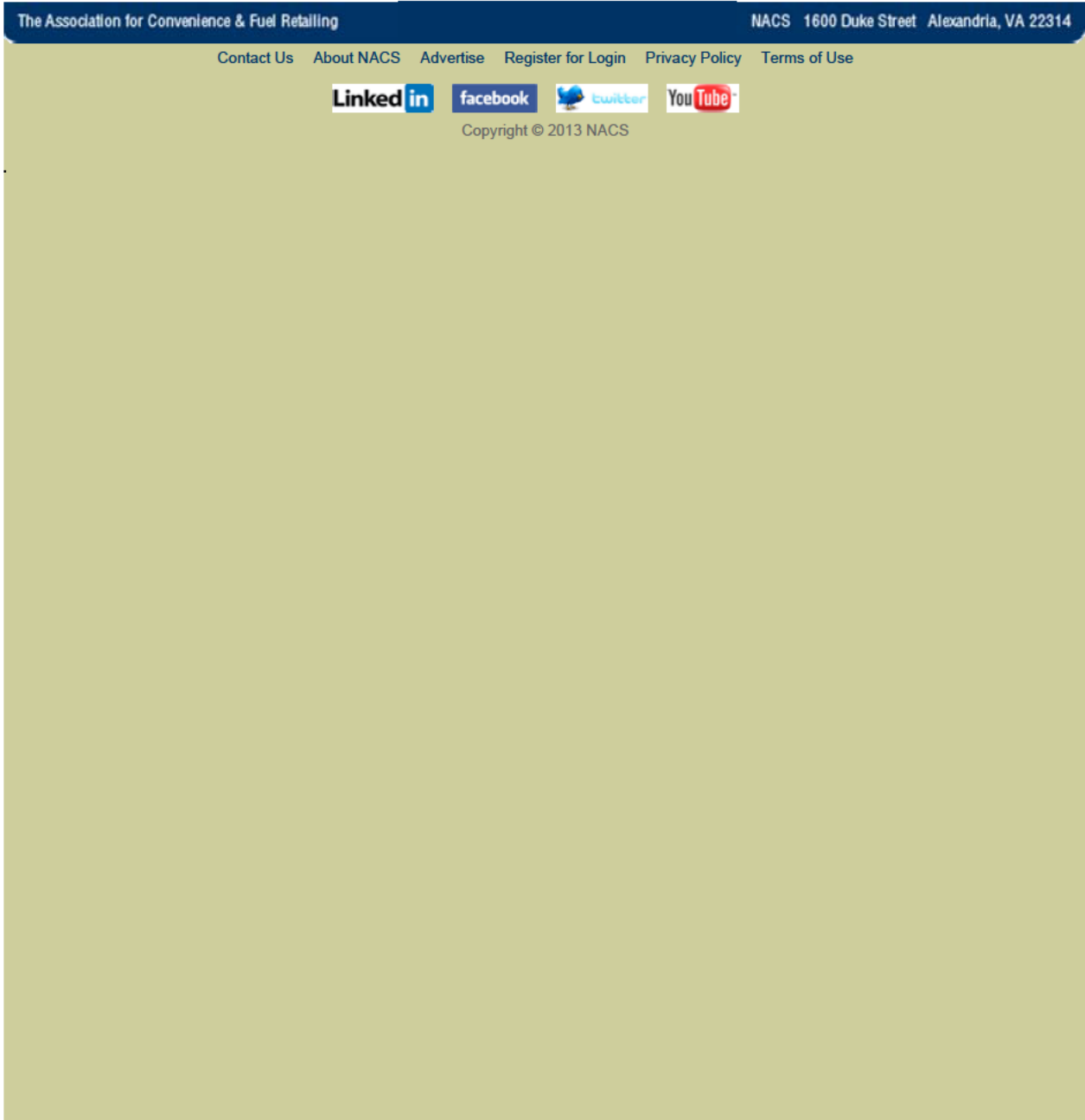
Keep a copy of your notice. Even if you intend to appear at the hearing, you must still (i) submit a Statement of Objection if you want to object to the proposed settlement, and (ii) submit an opt-out letter if you want to opt out.

Who should I contact if I have additional questions?

Lyle Beckwith
NACS Sr. Vice President of Government Relations
(703) 518-4220
lbeckwith@nacsonline.com

OR

Kerin E. Coughlin
Constantine Cannon LLP
335 Madison Avenue, 9th Floor
New York, NY 10017
kcoughlin@constaninecannon.com
(212) 350-276





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Home >> Basic Information on Your Options Regarding the Settlement >> Details on Objecting to the Settlement

QUICK LINKS

Details on Objecting to the Settlement

What does it mean to *object* to the settlement?

Objecting to the settlement means telling Judge Gleeson and the proponents of the settlement why you oppose it. Even if you opt out to preserve your right to seek past damages, you will still be bound by the release and the various purported rules changes (offered in lieu of swipe fee changes). If you do not object, you will have relinquished your only opportunity to make your opposition known to Judge Gleeson and have it noted in the record for appeal. Therefore, if you think the deal is bad overall, you should consider [opting out](#) and objecting (explained below).

What is the benefit of objecting?

The benefit of objecting is that you (along with other objectors) may persuade Judge Gleeson that the settlement is unfair, thus it should not be finally approved. You may also be able to file or join an appeal if Judge Gleeson decides to grant final approval. Further, if you do not object, you will have relinquished your only opportunity to make your opposition known to the court and noted in the record for appeal. Therefore, if you do not accept all of the settlement's terms, you should consider objecting (as well as opting out).

What are the costs or risks of objecting?

We are not aware of significant costs or risks of objecting. It is your right to let Judge Gleeson know how you feel about the settlement.

What are the benefits of opting out and objecting together?

Opting out and objecting is the most complete way to express your opposition to the settlement. ([See details on opting out.](#)) You will put the most pressure on Judge Gleeson to reject the settlement. You will also get the best protection from any argument that you have accepted the settlement's release terms. And you will be entitled to sue for past damages.

Can I object and not opt out?

Yes. However, as noted below, if you do not opt out you will lose your right to sue for more damages for conduct that occurred before November 27, 2012.

How do I object?

You object to the settlement by submitting a Statement of Objections to Judge Gleeson and the lawyers for the proponents of the settlement at the addresses below by **May 28, 2013**. Two sample objections are available – one for [merchants who opt out of the settlement](#) and one for [merchants who do not opt out](#). You can complete the appropriate sample and submit it, or use it as an example to draft your own objection. If you draft your own objection, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- The reasons you object to the settlement.
- Your name, address and phone number.
- How long you have accepted Visa and/or MasterCard.
- Information regarding the individual signing the objection.
- If your own lawyer represents you with respect to the settlement, his/her contact information.

You may also cite any laws or evidence that support your objection. Copies of your objection must be mailed to each of the three addresses below by **May 28, 2013**. Or you may submit your letter to us by email or fax before **May 17, 2013** and we will mail it for you. Keep a

Keep  toll free!

Click Here to Oppose
Tolls on I-95 in North
Carolina and Virginia



- >> Mission
- >> Bill Moon Scholarship
- >> Hall of Fame
- >> Fundraiser
- >> Amber Alert

copy of your objection for your records.

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

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

Wesley R. Powell
Willkie Farr & Gallagher LLP
787 Seventh Avenue

Visit the links below for additional information and resources:

- [Main Page: Basic Information on Options Related to the Settlement](#)
- [Details on Opting Out of the Settlement](#)
- [Sample Opt Out Letter](#)
- [Sample Statement of Objections \(For Merchants Who Do Not Opt Out\)](#)
- [Sample Statement of Objections \(For Merchants Who Opt Out\)](#)
- [Sample Notice of Intent to Appear](#)



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1737 KING STREET, SUITE 200, ALEXANDRIA, VA 22314 | (703) 549-2100



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Home >> Basic Information on Your Options Regarding the Settlement
>> Details on Opting Out of the Settlement

Details on Opting Out of the Settlement

What does it mean to opt out of the settlement?

Opting out means that you exclude yourself from the past damages settlement class, which preserves your right to sue Visa and MasterCard for past damages for conduct that occurred before November 27, 2012. Opting out for past damages in this settlement does not exclude you from the settlement's release or the part of the settlement that purports to change certain Visa and MasterCard rules (although not Visa's or MasterCard's swipe fee-setting practices). You may not opt out of those portions of the settlement. That is why, if you believe the settlement is bad overall and you want to be able to sue for more damages, you should consider opting out and objecting to the settlement.

What are the benefits of opting out?

Opting out preserves your right to sue for more damages for conduct that occurred before November 27, 2012. Opting out also sends a clear message to Judge Gleeson that no part of the settlement is acceptable to you.

What are the costs or risks of opting out?

If you opt out you will not collect any money damages from the settlement. You will only be able to collect money damages relating to Visa's and MasterCard's rules if you sue Visa and MasterCard on your own or with other retailers and that lawsuit is successful.

How do I opt out?

You opt out by submitting an opt-out letter to the settlement administrator at the address below by **May 28, 2013**. A [sample letter](#) is provided – you can complete and submit it, or use it as an example to draft your own opt-out letter. If you draft your own letter, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- Your business's name, address, phone number, and taxpayer ID number.
- How long you have accepted Visa and/or MasterCard.
- A statement that you want to be excluded from (opt out of) the settlement class.
- Names and addresses of all of your business locations.
- Position of the individual signing the letter that authorizes him/her to exclude your business from the settlement.

You must mail your letter to Payment Card Interchange Fee Settlement, P.O. Box 2530, Portland, OR 92708-2530, postmarked by **May 28, 2013**. Or you may submit your letter to us by email or fax before **May 17, 2013** and we will mail it for you. Be sure to keep a copy of your letter for your records.

What if I do nothing? Are there any costs or risks?

If you do nothing – that is, you neither opt out nor object – you will be deemed to have accepted all of the terms of the settlement, including its release terms.

How is the association responding to the settlement?

We are opting out of the settlement and objecting to it.

Can I participate in the court's final approval hearing?

Yes. The final approval hearing is scheduled for September 12, 2013 at 10:00am at the United States District Court for the Eastern District of New York, 225 Cadman Plaza,

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Tolls on I-95 in North
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- >> Mission
- >> Bill Moon Scholarship
- >> Hall of Fame
- >> Fundraiser
- >> Amber Alert

Brooklyn, NY 11201. If you or anyone from your business would like to appear, you must mail copies of a Notice of Intent to Appear to the court and the proponents of the settlement at the three addresses above by **May 28, 2013**. Or you may submit your notice to us by email or fax before **May 17, 2013** and we will mail it for you. A [sample notice](#) is provided – you can complete and submit it, or use it as an example to draft your own notice. If you draft your own, be sure to include all of the information in the sample:

- The words "In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation."
- A statement that certain individuals intend to appear at the hearing (including any attorneys), and the names, positions, addresses and phone numbers of each of those individuals.
- Information regarding the person signing the notice.

Keep a copy of your notice. Even if you intend to appear at the hearing, you must still (i) submit a Statement of Objections if you want to object to the settlement, and (ii) submit an opt-out letter if you want to opt out.

Who should I contact if I have additional questions?

You can contact Lisa Mullings (lmullings@natso.com), or:

A. Owen Glist
Constantine Cannon LLP
335 Madison Avenue, 9th Floor
New York, NY 10017
oglist@constantinecannon.com
(212) 350-2776

Visit the links below for additional information and resources:

- [Main Page: Basic Information on Options Related to the Settlement](#)
- [Details on Objecting to the Settlement](#)
- [Sample Opt Out Letter](#)
- [Sample Statement of Objections \(For Merchants Who Do Not Opt Out\)](#)
- [Sample Statement of Objections \(For Merchants Who Opt Out\)](#)
- [Sample Notice of Intent to Appear](#)



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1737 KING STREET, SUITE 200, ALEXANDRIA, VA 22314 | (703) 549-2100

IMPORTANT INFORMATION FOR PHARMACIES THAT ACCEPT VISA OR MASTERCARD

Every time you swipe a customer's credit card in your store, you as the merchant are charged a fee by the credit card companies and banks – and those fees add up quickly, costing you thousands of dollars a year.

NCPA is Fighting Against Unfair Practices That Will Impact Your Pharmacy.

NCPA is one of several plaintiffs in a class action suit against Visa and MasterCard to bring changes to their unfair and exorbitant swipe fees and surcharge rules.

A proposed settlement was announced late last year in re *Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MDL 1720), which would offer class members money damages worth approximately three months of interchange fees. The settlement would also make limited changes to certain Visa and MasterCard surcharging rules. The judge overseeing the suit must now decide whether to grant final approval to the settlement.

How Does this Impact My Business?

Notices about the proposed settlement are now being sent to merchants across the country; you may have already received one. If your store(s) accepted Visa and/or MasterCard anytime between January 1, 2004 and November 27, 2012, then you are part of the class action and will need to decide how to respond to the proposed settlement. **Even if you submitted a declaration objecting to the proposed settlement last fall, you still need to respond to the notice by May 28, 2013.** You can either: (1) opt out of and object to the settlement, which is what NCPA is doing; (2) opt out or object; or (3) do nothing, which means you accept the proposed settlement but cannot sue Visa or MasterCard for past damages. *For a detailed explanation of your response options, please [click here](#).*

Where Does NCPA Stand on the Proposed Settlement?

NCPA is opposed to the settlement because it does not make fundamental changes to Visa and MasterCard's current unfair swipe fee system. The settlement also requires class members to release Visa and MasterCard from liability forever for any anticompetitive rules currently in place, whereas the rules the credit card companies agreed to change will only stay in place until 2021. This leaves the door wide open for Visa and MasterCard to enact new higher fees and more stringent rules on merchants in the future.

How Should I Respond to the Proposed Settlement?

Take some time to consider what the best option (outlined above) would be for you and your business. If you decide to follow NCPA's actions, you can show your strong opposition to the settlement by opting out and objecting. Taking both actions sends a clear message to the judge that you do not accept any of the terms of the settlement and officially records your opposition with the court.

Because of the way the settlement is drafted, even if you opt out and object, you will still not be able to hold Visa or MasterCard liable for any rules currently in place, now or ever. That's why this settlement is a bad deal for merchants, and also why it's extremely important for the judge to hear your opposition loud and clear. *The more merchants who oppose this settlement, the stronger our case will be for the judge to not approve it and thus give merchants another chance at obtaining a fairer settlement.*

How is NCPA Responding?

NCPA will be opting out and objecting to the settlement. NCPA's opt out and objection will not cover you, even if you are an NCPA member. In the eyes of the court, you as a merchant must decide on your own how to respond. Your written response is due by **May 28, 2013**. NCPA has sample opt-out and objection letters below for you to personalize for your own use. Should you choose to opt-out and/or object, you can send your letters to NCPA via fax (1-888-819-3213) or via email at anne.lasinsky@ncpanet.org by May 17, 2013 and we will gladly mail them for you.

We stand ready to answer any questions you may have. Please call or email Anne Lasinsky at (703) 600-1220 or anne.lasinsky@ncpanet.org for assistance.

If you plan to have your personal attorney attend the hearing on September 13, 2013, please complete [this form](#)

To determine the appropriate objection form for you to complete, please select the answers to these questions:

What course of action would you like to take in the matter of the proposed settlement?

Object and Opt-Out

Object Only

What You Need to Know about the Proposed Credit Card Interchange Fee Settlement

NCPA is providing some basic information on your options regarding the proposed settlement in the class action litigation *In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MDL 1720). As you know, a settlement has been proposed between the plaintiff class of merchants and the defendants (Visa, MasterCard and several banks). **If you accepted Visa and/or MasterCard at any time between January 1, 2004 and November 27, 2012, or you accept them today, you are a member of the plaintiff class and you must decide whether to opt out, object to, or accept the settlement.**

The proposed settlement offers class members money damages estimated to be approximately three months' worth of credit card interchange fees. In addition, the settlement provides limited modifications to Visa's and MasterCard's surcharging rules, by which, under certain circumstances, merchants will be allowed to implement a surcharge on customers who pay with Visa or MasterCard credit cards. The settlement offers merchants no changes to the interchange or "swipe fee" rules that are the centerpiece of the case. Nonetheless, the settlement requires class members to release Visa and MasterCard from liability, forever, for any anticompetitive rules currently in place (including the interchange or swipe fee rules) and any "substantially similar rules" instituted at any time in the future.

On November 27, 2012, Judge John Gleeson of the United States District Court for the Eastern District of New York preliminarily approved the proposed settlement. Now Judge Gleeson must decide whether to grant final approval to the settlement. **Between now and May 28, 2013, class members can let Judge Gleeson know what they think of the settlement, including by opting out and/or submitting written objections to it. Merchants who do not opt out or object will automatically accept the settlement and will be viewed by the court as affirmatively supporting its terms.**

Each merchant who accepted Visa and/or MasterCard at any time between January 1, 2004 and November 27, 2012 or accepts those brands today needs to decide on its own how to respond to the settlement. You can review the terms of the settlement and information related to it on our website, or at www.paymentcardsettlement.com, or in notices you may receive in the mail or see in a newspaper, trade publication, or on the Internet.

If you decide that the settlement is bad for you and/or for merchants generally, you can (1) opt out of the money damages (only) portion of the settlement **and** object to it, or (2) object to the settlement, but not opt out of it. Either of these choices, which are explained more fully below, must be exercised by **May 28, 2013**. Regardless of whether you opt out and/or object, you as well as every merchant will be unable to challenge most current or future credit card rules if the proposed settlement is finally approved in September (subject to any appeals). NCPA is opposed to the settlement and will be opting out and objecting.

* * *

What does it mean to *object* to the settlement?

Objecting to the settlement means telling Judge Gleeson and the proponents of the settlement why you oppose it. Even if you opt out of the money damages, you will still be bound by the terms of the release. If you do not object to the settlement, you will have relinquished your only opportunity to make your opposition known to Judge Gleeson and have it noted in the record for appeal. Therefore, if you think the deal is bad overall, you should consider opting out **and** objecting (explained below).

What is the benefit of objecting?

The benefit of objecting is that you (along with other merchants who object) may persuade Judge Gleeson that the settlement is unfair for your business and thus it should not be finally approved. You may also be able to file or join an appeal if Judge Gleeson nonetheless decides to grant final approval. Further, if you do not object, you will have relinquished your only opportunity to make your opposition known to the court and noted in the record for appeal. Therefore, if you do not agree with all of the settlement's terms, you should consider objecting (as well as opting out).

What are the costs or risks of objecting?

We are not aware of significant costs or risks of objecting. It is your right to let Judge Gleeson know how you feel about the settlement. As discussed below, NCPA has provided you with sample documents to assist in objecting to the settlement.

What are the benefits of opting out **and objecting together?**

Opting out **and** objecting is the most complete way to express your opposition to the settlement (see below for details on opting out). You will put the most pressure on Judge Gleeson to reject the settlement. You will also get the best protection from any argument that you have accepted the settlement's release terms. And you will be entitled to sue for past damages (see below).

Can I object and not opt out?

Yes. However, as noted below, if you do not opt out you will lose your right to sue for more damages for conduct that occurred before November 27, 2012.

How do I object?

You object to the settlement by submitting a Statement of Objections to Judge Gleeson and the lawyers for the proponents of the settlement at the addresses below by **May 28, 2013**. Two sample objections are included – one for merchants who opt out of the settlement and one for merchants who do not opt out. You can complete the appropriate sample and submit it, or use it as an example to draft your own objection. If you draft your own objection, be sure to include all of the information in the sample:

- The words “In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation.”
- The reasons you object to the settlement.
- Your name, address and phone number.

- How long you have accepted Visa and/or MasterCard.
- Information regarding the individual signing the objection (identified in the sample).
- If your own lawyer represents you with respect to the settlement, his/her contact information.

You may also cite any laws or evidence that support your objection. **Copies of your objection must be mailed to each of the three addresses below by May 28, 2013. Or you may submit your letter to NCPA by email (anne.lasinsky@nepanet.org) or fax (1-888-819-3213) before May 17, 2013 and we will mail it for you.** Please keep a copy of your objection for your records.

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

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

Wesley R. Powell
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019

What does it mean to opt out of the settlement?

Opting out means that you exclude yourself from the money damages settlement class, which preserves your right to sue Visa and MasterCard for more past damages. Opting out for money damages in this settlement does not exclude you from the settlement's release that limits your legal options going forward. You may not opt out of those portions of the settlement. That is why, if you believe the settlement is bad overall and you want to be able to sue for more damages, you should consider opting out and objecting to the settlement.

What are the benefits of opting out?

Opting out preserves your right to sue for more damages for conduct that occurred before November 27, 2012. Opting out also sends a clear message to Judge Gleeson that no part of the settlement is acceptable to you.

What are the costs or risks of opting out?

If you opt out you will not collect any money damages from the settlement. You will only be able to collect money damages relating to Visa's and MasterCard's rules if you sue Visa and MasterCard on your own or with other retailers and that lawsuit is successful.

How do I opt out?

You opt out by submitting an opt-out letter to the settlement administrator at the address below by **May 28, 2013**. A sample is included – you can complete and submit it, or use it as an example to draft your own opt-out letter. If you draft your own letter, be sure to include all of the information in the sample:

- The words “In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation.”
- Your business's name, address, phone number, and taxpayer ID number.
- How long you have accepted Visa and/or MasterCard.
- A statement that you want to be excluded from (opt out of) the settlement class.
- Names and addresses of all of your business locations.
- Position of the individual signing the letter that authorizes him/her to exclude your business from the settlement.

You must mail your letter to Payment Card Interchange Fee Settlement, P.O. Box 2530, Portland, OR 92708-2530, postmarked by **May 28, 2013**. Or you may submit your letter to us by email or fax before **May 17, 2013** and we will mail it for you. Be sure to keep a copy of your letter for your records.

What if I do nothing? Are there any costs or risks?

If you do nothing – that is, you neither opt out nor object – you will be deemed to have accepted all of the terms of the settlement, including its release terms, and will not be able to sue Visa or MasterCard for more past damages related to this case.

How is NCPA responding to the settlement?

We are opting out of the settlement and objecting to it.

Can I participate in the court's final approval hearing?

Yes. The final approval hearing is scheduled for September 12, 2013 at 10:00 a.m. at the United States District Court for the Eastern District of New York, 225 Cadman Plaza, Brooklyn, NY 11201. If you or anyone from your business would like to appear, you must mail copies of a Notice of Intent to Appear to the court and the proponents of the settlement at the three addresses listed above by **May 28, 2013**. Or you may submit your notice to us by email or fax before **May 17, 2013** and we will mail it for you. A sample notice is attached – you can complete and submit

it, or use it as an example to draft your own notice. If you draft your own, be sure to include all of the information in the sample:

- The words “In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation.”
- A statement that certain individuals intend to appear at the hearing (including any attorneys), and the names, positions, addresses and phone numbers of each of those individuals.
- Information regarding the person signing the notice.

Keep a copy of your notice. Even if you intend to appear at the hearing, you must still (1) submit a Statement of Objections if you want to object to the settlement, and (2) submit an opt-out letter if you want to opt out before May 28, 2013.

Who should I contact if I have additional questions?

You can contact us, or:

A. Owen Glist
Constantine Cannon LLP
335 Madison Avenue, 9th Floor
New York, NY 10017
oglist@constantinecannon.com
212-350-2776



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NGA Board Recommends Opting Out & Objecting to Swipe Fee Settlement
Feb 21, 2013

Arlington, VA - Seven and a half years ago, NGA, at the direction of its board, elected to become a plaintiff in a class action payment card interchange fee and merchant discount antitrust litigation. In Re Interchange Fee and Merchant Discount Antitrust Litigation on behalf of NGA and its retail and wholesale grocers. NGA was joined in this litigation by three of its members, Coborn's Inc., D'Agostino Supermarkets, and Affiliated Foods Midwest, along with Jetro Holdings Inc., Jetro Cash & Carry Enterprises, and five other national trade associations.

On February 10, 2013 the NGA Board voted unanimously for NGA to opt out and object to the proposed settlement and recommend that members also opt out and object.

NGA President and CEO Peter J. Larkin said "The NGA Board carefully considered not only what is in the best interests of the retailers and wholesalers it serves, but also all other merchants who will be adversely affected by the proposed settlement. It is clear to NGA that by deciding to opt out and object to the proposed settlement it sends a clear and unequivocal message that the proposed settlement should be rejected at the fairness hearing on September 12, 2013."

NGA and others oppose the proposed settlement because in our view it does not achieve the fundamental objective of restructuring and reforming anticompetitive credit card swipe fees and payment rules, and will only make matters worse for consumers and merchants. From a legal perspective, NGA and others strongly believe the proposed settlement does not meet the standard for being fair, adequate and reasonable. It is unfair because it violates due process. It is inadequate and unreasonable because of the illusory nature of the relief and overly broad reach of the release from future antitrust violations.

Visit www.nationalgrocers.org/settlementoptions to learn more about your options and see how you can join NGA in opting out and objecting.

SEARCH N.G.A.

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- Grocers PAC
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FAQ ON SWIPE FEE SETTLEMENT OPTIONS

**If you choose to opt out and object (NGA highly recommends), it is a separate two-step process.*

[VIEW STEPS ON HOW TO OPT OUT AND OBJECT HERE](#)

**If you choose to just object without opting out, it is a one-step process.*

[VIEW STEPS ON HOW TO OBJECT HERE](#)

OPT OUT AND OBJECT FAQ

1.) What does it mean to opt out and object?

By opting out *and* objecting you are not only telling the settlement administrator that you are opposed to the settlement, but you are telling Judge Gleeson and the proponents of the settlement why you chose to opt out and object. This is important because even if you opt out to preserve your right to seek money damages, you will still be bound by the release and the various purported rules changes (offered in lieu of swipe fee changes). By objecting, you can tell the Court why you oppose those and any other terms. If you do not opt out or object, you may be deemed to have accepted the release and will relinquish your opportunity to voice opposition to the settlement terms. Therefore if you think the deal is bad overall, you should consider opting out *and* objecting as NGA has recommended (explained below).

2.) What are the benefits of opting out and objecting?

Opting out and objecting is the most complete way to express your opposition to the settlement. It is your best way to convince Judge Gleeson to reject the settlement and will get the most protection from any argument that you have accepted in the settlement release terms. If you retain counsel, you will be able to sue for past money damages.

OPT OUT FAQ

3.) What does it mean to opt out?

Opting out means that you exclude yourself from the past money damages settlement class, which preserves your right to sue Visa and MasterCard for past damages for conduct that occurred before November 27, 2012. Opting out for past damages in this settlement does not exclude you from its release or the part of the settlement that purports to change certain Visa and MasterCard rules (but not Visa's or MasterCard's swipe fee practices). You may not opt out of those rules and release portions of the settlement. That is why, if you believe the settlement is bad overall and you want to be able to sue for more damages, you might consider opting out and objecting to the settlement (explained more fully below).

4.) What are the benefits of opting out?

Opting out preserves your right to sue for more money damages for conduct that occurred before November 27, 2012. Opting out also sends a clear message to Judge Gleeson that no part of the settlement is acceptable to you.

5.) What are the costs or risks of opting out?

If you opt out you will not collect any money damages from the settlement. You will only be able to collect money damages relating to Visa's and MasterCard's rules if you either (i) sue on your own OR (ii) sue with a group of other retailers AND (iii) if the lawsuit is successful.

OBJECTING FAQ

6.) What is the benefit of objecting?

The benefit of objecting is that you (along with other objectors) may persuade Judge Gleeson and/or the proponents of the settlement that the settlement is unfair, thus it should not be finally approved. You may also be able to file or join an appeal in the event that Judge Gleeson decides to grant final approval. Further, if you do not object, you may be deemed to have accepted the settlement's terms and the release. Objecting, on the other hand, precludes any such perception. Therefore, if you do not accept all of the terms of settlement, consider opting out with the settlement administrator and then take the second step of filing your objections with Judge Gleeson.

7.) What are the costs or risks of objecting?

NGA sees no costs or risks in objecting.

OBJECTING WITHOUT OPTING OUT FAQ

8.) Can I just object and not opt out?

Yes. However, as noted above, you will lose your right to sue for more past damages for conduct that occurred before November 27, 2012. If you object and the proposed settlement agreement receives final approval over NGA's, yours and others objections, you will still be eligible for your portion of money damages under the settlement.

OTHER MOST FREQUENTLY ASKED QUESTIONS

9.) What are the costs or risks of doing nothing?

If you do nothing -- that is, you neither opt out nor object -- you will be deemed to have accepted all of the terms of the settlement, including its release terms.

10.) How is NGA responding to the settlement?

NGA is opting out of the settlement and objecting to it.

11.) Can I participate in the court's final approval hearing?

NGA will be represented by Constantine Cannon at the hearing. Yes, you can also participate if you feel strongly, but first you must (i) submit an opt-out letter if you want to opt out, and (ii) submit a Statement of Objection if you want to object to the settlement. The notice of intent to appear is due before May 28, 2013. The hearing is scheduled for September 12, 2013 at 10:00AM in Brooklyn, NY.

12.) Who should I contact if I have additional questions?

Thomas F. Wenning
Executive Vice President and General Counsel
National Grocers Association
1005 Glebe Road, Ste. 250
Arlington, VA 22201
703.516-8805; twenning@nationalgrocers.org

Owen Glist
Constantine Cannon LLP
335 Madison Avenue, 9th Floor
New York, NY 10017
212.350.2776
oglist@constantinecannon.com

EXHIBIT 11

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
2667	99 Cent Only Smart & Final Holdings, Inc.
2613	1001 Property Solutions LLC Temple Eagle Partners
2362	Ace Hardware Corporation
2648	American Express Company American Express Travel Related Services Company, Inc., Travel Impressions, Ltd., American Express Publishing Corp., Serve Virtual Enterprises, Inc., Anca 7 LLC d/b/a Vente Privee, USA, Amex Assurance Company, Accertify, Inc.
5365	Association of Kentucky Fried Chicken Franchisees Inc.
2630	Auto Europe Holdings, Inc. Hertz UK Limited U.S. Hertz
2634 2637 2638	Barneys New York Boston Market Corporation Royal Caribbean Cruises Ltd. ValueVision Media, Inc.
1864	Bicycle South Windsor, LLC
2671	Bill Papenhausen Bail Bonds Bill Papenhausen Investigations Professional Nails Professional Spa 858
2643	Blue Cross and Blue Shield of Alabama Blue Cross and Blue Shield of Arizona, Inc. Blue Cross and Blue Shield of Kansas Blue Cross and Blue Shield of Kansas City Blue Cross and Blue Shield of Minnesota (BCBSM, Inc.) Blue Cross and Blue Shield of Nebraska Blue Cross and Blue Shield of North Carolina Blue Cross and Blue Shield of South Carolina Blue Cross Blue Shield of Michigan Blue Cross of Idaho Health Service, Inc. Blue Cross of Northeastern Pennsylvania BlueCross BlueShield of Tennessee, Inc. California Physicians' Service, d/b/a Blue Shield of California Cambia Health Solutions, Inc. Capital Blue Cross CareFirst of Maryland, Inc. Group Hospitalization and Medical Services, Inc. Health Care Service Corporation HealthNow New York Inc. Highmark Inc. Horizon Healthcare Services, Inc. Independence Blue Cross Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	Premera Blue Cross USable Mutual Insurance Company, d/b/a Arkansas Blue Cross and Blue Shield
3074	Bridgestone Americas Inc.
2428	Cardtronics, Inc.
5691	City of Portland, Oregon
5437	City of St. Joseph, Missouri
2598	Consumers Union of the United States Inc. d/b/a Consumer Reports
2592	Dell Inc.
2659	DFS Services LLC Discover Home Loans, Inc. Discover Bank
2430	Einstein Noah Restaurant Group, Inc. f/k/a New World Restaurant Group, Inc.
5630	Enterprise Holdings, Inc.
5833	Equilon Enterprises LLC Motiva Enterprises LLC
3670	Falls Auto Gallery LLC d/b/a Falls Car Collection
2427	First Data Corporation First Data Merchant Services TASQ Technology, Inc. TRS Recovery Services Inc. First Data Government Solutions Telecheck Services Inc.
2289	Giant Eagle, Inc.
2654	Hermes of Paris, Inc.
2591	Home Depot U.S.A., Inc.
2223	Hove Parfumeur Ltd.
3095	Ingram Micro Inc.
5767	In-N-Out Burgers
2537	The Iron Barley Restaurant Homestead Restaurant (Historical Homestead, Inc.) The Feral Pig (KP Group LLC) Paris Beauty Salon Rachel Mustoe (d/b/a Tousled Hair Studio) Kristina Newman - Hair
3084	Jack in the Box Inc.
2364	Jo-Ann Stores, Inc.
2669	Jon M. Zimmerman
2474	Kevan McLaughlin
4214	Kinglender Inc. KNC Holdings Inc. Western Ave BBE, Inc. Warrensburg BBE, Inc. KNCPJ Inc. DEB Distribution Inc.
5607	Law Office of Bertha Gutierrez, P.C.
5810	Lincoln Skyline Deli
2621	Maison Weiss, Inc.
2538	<u>National Retail Federation:</u> Neiman Marcus, Inc. (Dkt. No. 2538-3) Bergdorf Goodman Inc. Brooks Brothers Group, Inc. (Dkt. No. 2538-4)

*In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)*

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	<p>Talbots, Inc. (Dkt. No. 2538- 5) The Gap Inc. d/b/a Gap (including Gap, GapKids, babyGap, GapMaternity and GapBody), Gap Outlet, Banana Republic, Banana Republic Factory Stores, Old Navy, Piperlime, Athleta, and Intermix (Dkt. No. 2538- 6) Tiffany & Company (Dkt. No. 2538- 7) Estée Lauder Companies Inc. (Aveda Services Inc., Bobbi Brown Professional Cosmetics Inc., Bumble and Bumble LLC, Clinique Services LLC, Darphin LLC, ELC Beauty LLC, ELC Online Inc., Estee Lauder Inc., Jo Malone Inc., MAC Cosmetics Inc., Ojon Corporation, Smashbox Beauty Cosmetics Inc.) (Dkt. No. 2538- 8) Euromarket Designs, Inc. d/b/a Crate & Barrel and CB2 and Meadowbrook LLC, d/b/a The Land of Nod (Dkt. No. 2538- 9) J. Crew Group, Inc., CREWCUTS, J. Crew Factory and Madewell Brands (Dkt. No. 2538- 10) Domino’s Pizza LLC (Dkt. No. 2538- 11) New York & Company, Inc., Lerner New York Inc. and Lerner New York Retail Outlet (Dkt. No. 2538- 12) Express, Inc., Express Operations LLC, Express LLC (Dkt. No. 2538- 13) Sonic Drive-In Restaurants (Dkt. No. 2538- 14) Brookstone Co., Inc. (Dkt. No. 2538- 15) Belk Inc. (Dkt. No. 2538- 16) rue21, Inc. (Dkt. No. 2538- 17) Destination XL Group, Inc. (Dkt. No. 2538- 18) Pacific Sunwear of California, Inc. (Dkt. No. 2538- 19) Saks Fifth Avenue Dave’s Retail Trust LLC d/b/a Dave’s Soda and Pet City (Dkt. No. 2538- 20) The Keith Lipert Gallery of Washington, D.C. (Dkt. No. 2538- 21)</p>
5370	NewEgg.com
5381	Nick Bavishi’s Ruby House
2670	<p><u>Objecting Plaintiffs:</u> Coborn’s Incorporated (Dkt. No. 2447) D’Agostino Supermarkets, Inc. (Dkt. No. 2449) Jetro Holdings, LLC (Dkt No. 2459) Affiliated Foods Midwest Cooperative, Inc. (Dkt. No. 2563) National Association of Convenience Stores (NACS) (Dkt. No. 2561) National Community Pharmacists Association (NCPA) (Dkt. No. 2619) National Cooperative Grocers Association (NCGA) (Dkt. No. 2546) National Grocers Association (NGA) (Dkt. No. 2475) National Restaurant Association (NRA) (Dkt. No. 2464) NATSO Inc. (Dkt. No. 2461)</p> <p><u>Absent Class Members:</u> 7-Eleven, Inc. (Dkt. No. 2442) Academy, Ltd. d/b/a Academy Sports + Outdoors (Dkt. No. 2443) Aldo US Inc. d/b/a Aldo and Call It Spring (Dkt. No. 2432) Alon USA, LP (Alon Brands) (Dkt. No. 2450) Amazon.com, Inc. (Dkt. No. 2605) American Eagle Outfitters, Inc. (Dkt. No. 2562) Barnes & Noble, Inc. (Dkt. No. 2451) Barnes & Noble College Booksellers, LLC (Dkt. No. 2453) Best Buy Stores, L.P. (Dkt. No. 2445) BJ’s Wholesale Club, Inc. (Dkt. No. 2433)</p>

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	The William Carter Company (Carter's) (Dkt. No. 2446) Cardtronics, Inc. (Dkt. No. 2428) Costco Wholesale Corporation (Dkt. No. 2448) Crate & Barrel Holdings, Inc. (Dkt. No. 2534) Darden Restaurants, Inc. (Dkt. No. 2454) David's Bridal, Inc., DBD Inc. and David's Bridal Canada Inc. (Dkt. No. 2434) Dick's Sporting Goods, Inc. (Dkt. No. 2569) Dillard's, Inc. (Dkt. No. 2435) Family Dollar Stores, Inc. (Dkt. No. 2441) Drury Hotels Company, LLC (Dkt. No. 2463) Foot Locker, Inc. (Dkt. No. 2587) Gap Inc. (Dkt. No. 2536) GNC Holdings, Inc. (General Nutrition Corporation) (Dkt. No. 2455) Genesco Inc. (Dkt. No. 2456) The Gymboree Corporation (Dkt. No. 2457) HMSHost Corporation (Dkt. No. 2641) IKEA North America Services, LLC (Dkt. No. 2458) J. Crew Group, Inc. (Dkt. No. 2535) Kwik Trip, Inc. (Dkt. No. 2436) Lowe's Companies, Inc. (Dkt. No. 2437) Marathon Petroleum LP (Dkt. No. 2529) Martin's Super Markets, Inc. (Dkt. No. 2544) Michaels Stores, Inc. (Dkt. No. 2460) National Railroad Passenger Corporation d/b/a Amtrak (Dkt. No. 2444) Nike, Inc. (Dkt. No. 2465) Panda Restaurant Group, Inc. (Dkt. No. 2614) Panera Bread Company (Dkt. No. 2466) P.C. Richard & Son, Inc. (Dkt. No. 2625) PETCO Animal Supplies, Inc. (Dkt. No. 2491) PetSmart, Inc. (Dkt. No. 2467) RaceTrac Petroleum, Inc. (Dkt. No. 2438) Recreational Equipment, Inc. (REI) (Dkt. No. 2468) Retail Industry Leaders Association (RILA) (Dkt. No. 2469) Roundy's Supermarkets, Inc. d/b/a Pick 'N Save, Rainbow, Copps, Metro Market and Mariano's (Dkt. No. 2439) Sears Holdings Corporation (Dkt. No. 2470) Speedway LLC (Dkt. No. 2532) Starbucks Corporation (Dkt. No. 2606) Stein Mart, Inc. (Dkt. No. 2565) Thermo Fisher Scientific Inc. (Dkt. No. 2472) Wal-Mart Stores, Inc. (Dkt. No. 2644) The Wendy's Company (Dkt. No. 2473) The Wet Seal, Inc. (Dkt. No. 2471) Whole Foods Market, Inc. (Dkt. No. 2559) Zappos.com, Inc. (Dkt. No. 2593)
2623	<u>Objecting States through Attorneys General:</u> Ohio, Alaska, Arizona, California, Georgia, Indiana, Maryland, Virginia, and Wisconsin
5835	Old Warsaw Restaurant Gourmet Catalog Inc.
2666	Optical Etc. LLC Top Seed Tennis & Soccer Int'l

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
5332	Regents of the University of California
2421	<u>Retailer and Merchants:</u> Landers McClarty Ford Chrysler Dodge Jeep Landers McClarty Nissan Landers McClarty Dodge Chrysler Jeep Landers Dodge Chrysler Jeep Tri-Lakes Motors Burlison Nissan Bel Air Honda Landers McClarty Toyota Scion Nissan of Fort Worth Landers McClarty Chevrolet Landers McClarty Huntsville Dodge Chrysler Jeep Mercedes Benz of Huntsville Landers McClarty Nissan of Huntsville Landers McClarty Subaru Lee's Summit Dodge Chrysler Jeep Ram Lee's Summit Nissan Olathe Dodge Chrysler Jeep Waxahachie Dodge Chrysler Jeep Waxahachie Ford-Mercury Landers Harley-Davidson Landers Harley-Davidson Lander Harley-Davidson Landers Auto Group No. 1 d/b/a Landers Scion Landers Auto Group No. 1 d/b/a Landers Toyota Landers Auto Group No. 1 d/b/a The Boutique at Landers Toyota Landers Chrysler Jeep Dodge, LLC Landers Chrysler Dodge Jeep d/b/a Landers Pre-Owned Landers Chrysler Dodge Jeep d/b/a Landers Suzuki A&D Wine Corp. A&Z Restaurant Corp. 105 Degrees, LLC The Pantry Restaurant Group, LLC PPT Inc., d/b/a Graffiti's Restaurant Sansole's Tanning Salon Greenhaw's, Inc. Roberson's Fine Jewelry, Inc. Don's Pharmacy, Inc. Gossett Motor Cars, Inc. Gossett Motor Cars, Inc. JB Cook, LLC d/b/a Downtown Oil & Lube Storage World Limited Partnership, LLC Leisure Landing RV Park Pinnacle Valley Liquor Store, Inc. Landers Brothers Auto No. 2, LLC f/d/b/a Landers Buick Landers Brothers Auto No. 3, LLC f/d/b/a Landers Hyundai Landers Brothers Auto No. 4, LLC f/d/b/a Landers Honda Landers Brothers Auto No. 5, LLC f/d/b/a Landers Chrysler Dodge Jeep Landers Brothers Auto Group, Inc. f/d/b/a Landers Honda The Tennis Shoppe, Inc. The Grady Corporation d/b/a Whole Hog Barbeque

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	The Grady Corporation II d/b/a Whole Hog Barbeque Coulson Oil Company Diamond State Oil, LLC Superstop Stores, LLC PetroPlus, LLC Port Cities Oil, LLC New Mercury, LLC New Vista, LLC New Neptune, LLC SVI Security Solutions AIMCO Equipment Company, LLC Desert European Motorcars, Ltd. Newport European Motorcars, Ltd. San Diego European Motorcars, Ltd. Park Hill Collections, LLC Riverbike of Tennessee, Inc. Par's Custom Cycle, Inc. V.I.P. Motor Cars Ltd
3309	Ross Dress for Less, Inc. dd's DISCOUNTS
5640	South Texas Credit Repair Club Fuego
2595	SuperTest Service Stations of IN., Inc.
5353	Synnex Corp.
2495-1	Target Corporation (Dkt. No. 2495) Target Commercial Interiors, Inc. (Dkt. No.2495) TCC Cooking Co. (Dkt. No. 2495) Macy's, Inc. (Dkt. No. 2517) Macy's Retail Holdings, Inc. (Dkt. No. 2517) Macy's West Stores Inc. (Dkt. No. 2517) Macy's Florida Stores, LLC (Dkt. No. 2517) Macy's Puerto Rico, Inc. (Dkt. No. 2517) Macys.com, Inc. (Dkt. No. 2517) Bloomingdale's, Inc. (Dkt. No. 2517) Bloomingdale's By Mail, Ltd. (Dkt. No. 2517) Bloomingdale's The Outlet Store, Inc. (Dkt. No. 2517) Kohl's Corporation (Dkt. No. 2511) Kohl's Department Stores, Inc. (Dkt. No. 2511) Kohl's Value Services, Inc. (Dkt. No. 2511) Kohl's Illinois, Inc. (Dkt. No. 2511) Kohl's Michigan L.P. (Dkt. No. 2511) Kohl's Indiana L.P. (Dkt. No. 2511) The TJX Companies, Inc. (Dkt. No. 2527) Concord Buying Group Inc. (Dkt. No. 2527) Marshalls of MA, Inc. (Dkt. No. 2527) Marshalls of Matteson, IL, Inc. (Dkt. No. 2527) Marshalls of Richfield, MN, Inc. (Dkt. No. 2527) Marshalls of Calumet City, IL, Inc. (Dkt. No. 2527) Marshalls of Beacon, VA., Inc. (Dkt. No. 2527) Marmaxx Operating Corp. (Dkt. No. 2527) HomeGoods, Inc. (Dkt. No. 2527) Marshalls of Laredo, TX, Inc. (Dkt. No. 2527)

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	Marshalls of Chicago-Clark, IL., Inc. (Dkt. No. 2527)
	Marshalls of CA, LLC (Dkt. No. 2527)
	Marshalls of IL, LLC (Dkt. No. 2527)
	T.J. Maxx of CA, LLC (Dkt. No. 2527)
	T.J. Maxx of IL, LLC (Dkt. No. 2527)
	Marshalls of Elizabeth, NJ, Inc. (Dkt. No. 2527)
	Marshalls of Glen Burnie, MD., Inc. (Dkt. No. 2527)
	Newton Buying Company of CA, Inc. (Dkt. No. 2527)
	TJX Incentive Sales, Inc. (Dkt. No. 2527)
	Derailed, LLC (Dkt. No. 2527)
	New York Department Stores De Puerto Rico, Inc. (Dkt. No. 2527)
	Sierra Trading Post, Inc. (Dkt. No. 2527)
	Staples, Inc. (Dkt. No. 2525)
	Staples the Office Superstore East, Inc. (Dkt. No. 2525)
	Staples the Office Superstore, LLC (Dkt. No. 2525)
	Staples Contract & Commercial, Inc. (Dkt. No. 2525)
	Quill Corporation (Dkt. No. 2525)
	Quill Lincolnshire, Inc. (Dkt. No. 2525)
	Medical Arts Press, Inc. (Dkt. No. 2525)
	SmileMakers, Inc. (Dkt. No. 2525)
	Thrive Networks, Inc. (Dkt. No. 2525)
	SchoolKidz.com, LLC (Dkt. No. 2525)
	J.C. Penney Corporation, Inc. (Dkt. No. 2509)
	Office Depot, Inc. (Dkt. No. 2519)
	Viking Office Products, Inc. (Dkt. No. 2519)
	4Sure.com, Inc. (Dkt. No. 2519)
	Computers4Sure.com, Inc. (Dkt. No. 2519)
	Solutions4Sure.com, Inc. (Dkt. No. 2519)
	L Brands, Inc. (Dkt. No. 2513)
	Henri Bendel, Inc. (Dkt. No. 2513)
	Victoria's Secret Stores, LLC (Dkt. No. 2513)
	Bath & Body Works LLC (Dkt. No. 2513)
	Limited Brands Direct Fulfillment, Inc. d/b/a Victoria's Secret Direct
	Victoria's Secret Stores Puerto Rico, LLC (Dkt. No. 2513)
	Bath & Body Works Direct, Inc. (Dkt. No. 2513)
	Big Lots Stores, Inc. (Dkt. No. 2503)
	PNS Stores, Inc. (Dkt. No. 2503)
	C.S. Ross Company (Dkt. No. 2503)
	Closeout Distribution, Inc. (Dkt. No. 2503)
	Ascena Retail Group, Inc. (Dkt. No. 2501)
	The Dress Barn, Inc. (Dkt. No. 2501)
	Maurices Incorporated (Dkt. No. 2501)
	Tween Brands, Inc. (Dkt. No. 2501)
	Tween Brands Direct, LLC (Dkt. No. 2501)
	Charming Direct, Inc. (Dkt. No. 2501)
	Figi's, Inc. (Dkt. No. 2501)
	Catherine's of California, Inc. (Dkt. No. 2501)
	Catherine's of Pennsylvania, Inc. (Dkt. No. 2501)
	Catherines Partners – Indiana, L.L.P. (Dkt. No. 2501)
	Catherines Partners – Washington, G.P. (Dkt. No. 2501)
	Catherines Stores Corporation (Dkt. No. 2501)
	Catherines Woman Michigan, Inc. (Dkt. No. 2501)

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	Catherines, Inc. (Dkt. No. 2501)
	Charming Shoppes Outlet Stores, LLC (Dkt. No. 2501)
	Lane Bryant, Inc. (Dkt. No. 2501)
	Catherines of Nevada, Inc. (Dkt. No. 2501)
	Catherines Partners – Texas, L.P. (Dkt. No. 2501)
	Catherines Woman Delaware, Inc. (Dkt. No. 2501)
	Outlet Division Store Co. Inc. (Dkt. No. 2501)
	Abercrombie & Fitch Co. (Dkt. No. 2497)
	Abercrombie & Fitch Stores, Inc. (Dkt. No. 2497)
	J.M. Hollister, LLC (Dkt. No. 2497)
	RUEHL No. 925, LLC (Dkt. No. 2497)
	Gilly Hicks, LLC (Dkt. No. 2497)
	OfficeMax Incorporated (Dkt. No. 2521)
	OfficeMax North America, Inc. (Dkt. No. 2521)
	BizMart, Inc. (Dkt. No. 2521)
	BizMart (Texas), Inc. (Dkt. No. 2521)
	Saks Incorporated (Dkt. No. 2523)
	Saks & Company (Dkt. No. 2523)
	Saks Fifth Avenue Texas, LLC (Dkt. No. 2523)
	Saks Fifth Avenue, Inc. (Dkt. No. 2523)
	SCCA Store Holdings, Inc. (Dkt. No. 2523)
	Saks Direct, LLC (Dkt. No. 2523)
	Club Libby Lu, Inc. (Dkt. No. 2523)
	The Bon-Ton Stores, Inc. (Dkt. No. 2505)
	The Bon-Ton Department Stores, Inc. (Dkt. No. 2505)
	McRIL, LLC (Dkt. No. 2505)
	Carson Pirie Scott II, Inc. (Dkt. No. 2505)
	Bon-Ton Distribution, Inc. (Dkt. No. 2505)
	The Bon-Ton Stores of Lancaster, Inc. (Dkt. No. 2505)
	Chico’s FAS, Inc. (Dkt. No. 2507)
	White House Black Market, Inc. (Dkt. No. 2507)
	Boston Proper, Inc. (Dkt. No. 2507)
	Soma Intimates, LLC (Dkt. No. 2507)
	Luxottica U.S. Holdings Corp. (Dkt. No. 2515)
	Air Sun (Dkt. No. 2515)
	Cole Vision Services, Inc. (Dkt. No. 2515)
	Eye Safety Systems, Inc. (Dkt. No. 2515)
	EyeMed Vision Care LLC (Dkt. No. 2515)
	EYEXAM of California, Inc. (Dkt. No. 2515)
	LensCrafters International, Inc. (Dkt. No. 2515)
	Lunettes, Inc. (Dkt. No. 2515)
	Lunettes California, Inc. (Dkt. No. 2515)
	Luxottica North America Distribution LLC (Dkt. No. 2515)
	Luxottica Retail North America Inc. (Dkt. No. 2515)
	Luxottica USA LLC (Dkt. No. 2515)
	MY-OP (NY) LLC (Dkt. No. 2515)
	Oakley Air (Dkt. No. 2515)
	Oakley, Inc. (Dkt. No. 2515)
	Oakley Sales Corp. (Dkt. No. 2515)
	Oliver Peoples, Inc. (Dkt. No. 2515)
	Pearle VisionCare Inc. (Dkt. No. 2515)
	Rays Houston (Dkt. No. 2515)

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	Sunglass Hut Trading, LLC (Dkt. No. 2515) The Optical Shop of Aspen (Dkt. No. 2515) American Signature, Inc. (Dkt. No. 2499)
2560	Teatro Dallas
2647	The Egg Store
5307	Tony Glavin Soccer Complex, LLC Cold Springs, LLC Sherlock's
2586	Unlimited Vacations and Cruises. Inc. Daviss Donuts and Deli Top Gun Wrecker Orange County Building Materials Jill Bishop d/b/a Hat & Gown
2361	United States Public Interest Research Group
2578	Vincente Consulting
2493	Wellpoint, Inc. 1-800 Contacts, Inc. Anthem Blue Cross Life and Health Insurance Company Anthem Health Insurance Company Of Nevada, Anthem Health Plans, Inc. Anthem Health Plans of Kentucky, Inc. Anthem Health Plans of Maine, Inc. Anthem Health Plans of New Hampshire, Inc. Anthem Health Plans of Virginia, Inc. Anthem Insurance Companies, Inc. Anthem Life & Disability Insurance Company Anthem Life Insurance Company Blue Cross and Blue Shield of Georgia, Inc. Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. Blue Cross Blue Shield of Wisconsin Blue Cross of California Blue Cross of California Partnership Plan, Inc. Caremore Health Plan Caremore Health Plan of Arizona, Inc. Caremore Health Plan of Colorado, Inc. Caremore Health Plan of Georgia, Inc. Caremore Health Plan of Nevada Claim Management Services, Inc. Community Insurance Company Compcare Health Services Insurance Corporation Decare Dental Health International, LLC Decare Dental Networks, LLC Empire Healthchoice Assurance, Inc. Empire Healthchoice HMO, Inc. Greater Georgia Life Insurance Company, Inc. Golden West Health Plan, Inc. Healthlink HMO, Inc. Healthkeepers, Inc. Healthy Alliance Life Insurance Company HMO Colorado, Inc. HMO Missouri, Inc. Meridian Resource Company, LLC Matthew Thornton Health Plan, Inc.

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

NON-FORM SUBSTANTIVE OBJECTIONS TO SETTLEMENT

DKT. NO.	OBJECTOR NAME
	Onenation Insurance Company Rayant Insurance Company of New York Rightchoice Insurance Company Rocky Mountain Hospital and Medical Service, Inc. Unicare Health Insurance Company of the Midwest Unicare Health Plan of Kansas, Inc. Unicare Health Plans of the Midwest, Inc. Unicare Health Plans of Texas, Inc. Unicare Health Plan of West Virginia, Inc. Unicare Life and Health Insurance Company Wellpoint Insurance Services, Inc.
4237	Williams-Sonoma Pottery Barn Pottery Barn Kids PB Teen West Elm Rejuvenation
2319	New York State Association of Service Stations and Repair Shops, Inc.
3161	United Airlines, Inc.
2653	Metropolitan Transit Authority New York City Transit Authority Triborough Bridge and Tunnel Authority (MTA Bridges and Tunnels) Long Island Rail Road Metro-North Commuter Railroad Company MTA Bus Company Metropolitan Suburban Bus Authority (known as Long Island Bus) Staten Island Rapid Transit Operating Authority

EXHIBIT 12

**Robbins Geller
Rudman & Dowd LLP**

Atlanta
Boca Raton
Chicago

Melville
New York
Philadelphia

San Diego
San Francisco
Washington, DC

August 1, 2013

VIA U.S. MAIL

Re: *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*,
Case No. 1:05-MD-1720-(JG)(JO)

To whom it may concern:

We write on behalf of Class Counsel in the above-entitled case. You are receiving this letter because you submitted an objection to the proposed settlement. On August 16, 2013, the settling parties will be responding to the objections received and will be filing with the Court various documents in support of final approval of the settlement.

By Order dated July 23, 2013, Judge John Gleeson ruled, in response to a request from Class Counsel, that the documents to be filed August 16 can be made available to those who have objected by way of the official Court-approved website set up for this case, rather than serving the entire filing on each entity that has objected. The Court issued an Order July 26, 2013 approving the same procedure as to Defendants' filings related to the settlement.

That website is www.paymentcardsettlement.com. Documents filed by the settling parties will be made available on the website where they can be viewed online, downloaded or printed at no cost.

If you have questions regarding this letter, please contact Alexandra Bernay of Robbins Geller Rudman & Dowd LLP at 619 231-1058.

Very truly yours,

/s/ K. Craig Wildfang
K. Craig Wildfang
Thomas J. Undlin
**Robins, Kaplan, Miller
& Ciresi L.L.P.**

/s/ H. Laddie Montague, Jr.
H. Laddie Montague, Jr.
Merrill G. Davidoff
Berger & Montague, P.C.

/s/ Bonny E. Sweeney
Patrick J. Coughlin
Bonny E. Sweeney
**Robbins Geller Rudman
& Dowd LLP**

EXHIBIT 13

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
In re PAYMENT CARD INTERCHANGE:
FEE AND MERCHANT DISCOUNT: No. 05-MD-01720 (JG) (JO)
ANTITRUST LITIGATION:
-----X

Statement of Objections

I am a member of the plaintiff class in the case called In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. I am a class member because I operate

Merchant name and address:

Merchant Name: Professional resource exchange (dba Professional Resource Press)

Street: PO Box 3197

City: Sarasota

State: FL

Zip: 34240

and I have accepted Visa and/or MasterCard from...

Approximate Date: 8/1980

until...

"Present," or approximate Date: Present

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement does not address Visa's and MasterCard's price-fixing of interchange rates for the banks, the subject of the core claims in the case. The proposed settlement actually validates that practice, enabling Visa and MasterCard to continue to illegally fix fees for the banks that merchants and their customers have no choice but to pay. Our portion of the compensatory relief amounts to only a fraction of what we pay in interchange, and given that Visa and MasterCard can continue to fix interchange, they can recoup the settlement amount by raising interchange rates in the future.
2. Instead of addressing the core claims in the case, the settlement merely provides merchants with a limited ability to surcharge Visa and MasterCard credit card transactions that is of little value to us.
3. The proposed settlement includes unacceptable obligations, such as requiring us to disclose to customers at the point of sale that we are imposing the surcharge, when in fact the only reason we would charge such fees is the onerous fees set by Visa and MasterCard. The settlement also requires us to disclose to Visa and MasterCard that we are imposing the surcharge, which is an effort to intimidate us.
4. The release will not allow me to protect against mistreatment by Visa/MasterCard. It purports to cover all Visa and MasterCard rules and conduct that were in place upon preliminary approval, and all future rules and future conduct that are substantially similar to rules and conduct in place at preliminary approval. These rules are unfair and cause problems for my business.
5. Based on the outcome of the settlement, we do not believe the lawyers who negotiated it represented our best interests.

Additional Reasons for Objecting

Please check all that apply:

- We operate in one for following states, CA, CO, CT, FL, KS, ME, MA, NY,
- OK and TX state(s) which prohibit surcharging of credit card transactions. Because of this law, the principal relief is of no value to us

- We accept American Express transactions. The settlement limits our ability to surcharge Visa and MasterCard credit card transactions because under its proposed terms we can only surcharge Visa and MasterCard
- transactions if we also surcharge American Express transactions. However, we cannot surcharge American Express transactions under our contract with American Express. Since we cannot realistically drop American Express to avoid this limitation, this is another reason why we cannot take advantage of the surcharging relief in the settlement.

My Information is:

My Name:

First: Lawrence

Middle: G.

Last: Ritt

My position: President

Name of merchant: Professional resource exchange (dba Professional Resource Press)

My address:

Street: PO Box 3197

City: Sarasota

State: FL

Zip: 34240

My phone number: 9413439501

[If your own lawyer is representing you with respect to the settlement] The contact information for my lawyer is:

Lawyer's Name:

First:

Middle:

Last:

Lawyer's Address:

Street:

City:

State:

Zip:

Lawyer's Phone Number:

Signature: Lawrence G. Ritt
Lawrence G. Ritt (Apr 22, 2013)

Email: llgr478@gmail.com

Dated: Apr 22, 2013

Printed name: Lawrence Ritt

Address:

Street: PO Box 3197

City: Sarasota

State: FL

Zip: 34240

EXHIBIT 14

From: lgrprp <lgrprp@gmail.com>
Sent: Friday, August 09, 2013 10:44 AM
To: Xan Bernay
Subject: Re: Payment Card Objection

At 8/9/2013 Friday 12:59 PM, you wrote:

Dear Ms. Bernay:

I received a letter from your firm earlier today noting that I "filed an objection the proposed settlement" re Case number 1:05-MD-1720-(JG)(JO). I did not! You faxed me a pdf of my alleged objection and it is obvious to me that I did not sign that form and - to the best of my knowledge - none of our staff signed it for me. Staff are not authorized to sign such documents. My only hesitancy is that a couple of staff members no longer work for us so I can't be certain. After I called, you also asked me to visit <http://merchantsobject.com/>. I did and that site was not familiar to me.

Your firm's letter referred me to www.paymentcardsettlement.com. Having (for the first time) read materials on that site, there is no reason why we would object to the settlement. I hope that somehow my company will not be viewed as submitting an objection to the proposed settlement.

If I can be of further assistance, please let me know.

Lawrence G. Ritt, PhD
President
Professional Resource Press
(Professional Resource Exchange, Inc.)
PO Box 3197
Sarasota, FL 34230-3197
Voice: 941-343-9601
Fax: 941-343-9201
Email: lgrprp@gmail.com

EXHIBIT 15

OPT-OUT LETTER

Dear Sir or Madam:

I want to exclude Professional resource exchange (dba Professional Resource Press) from the Cash Settlement Class in the *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*.

My Name:

First: Lawrence

Middle: G.

Last: Ritt

My position: President

Merchant Name: Professional resource exchange (dba Professional Resource Press)

My address:

Street: PO Box 3197

City: Sarasota

State: FL

Zip: 34240

My phone number: 9413439501

Merchant's taxpayer ID number: 59-2076060

Location Information:

The business names, brand names, and addresses of the stores or sales locations that I want to exclude from the class are:

If your business has more than 5 locations, please include at least one location in the digital form and click the button below to attach a file with a completed list of all relevant locations.

Location 1:

Business Name / Brand Name: Professional Resource Press

Street: 1891 Apex Rd.

City: Sarasota

State: FL

Zip: 34240

Click to Add another location

Location 2:

Business Name / Brand Name:

Street:

City:

State:

Zip:

Click to Add another location

Location 3:

Business Name / Brand Name:

Street:

City:

State:

Zip:

Click to Add another location

Location 4:

Business Name / Brand Name:

Street:

City:

State:

Zip:

Click to Add another location

Location 5:

Business Name / Brand Name:

Street:

City:

State:

Zip:

My position at the business that gives me authority to exclude it from the class is...

My Position: President

Signed: Lawrence G. Ritt
Lawrence G. Ritt (Apr 22, 2013)

Date: Apr 22, 2013

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1600 Duke Street
Alexandria, VA 22314

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

EXHIBIT 16

From: lgrprp <lgrprp@gmail.com>
Sent: Friday, August 09, 2013 12:21 PM
To: Xan Bernay
Subject: RE: Payment Card Objection

Dear Ms. Bernay:

It is not a document I submitted. In fact, I did not submit anything. I note the return address on the material you sent is "National Association of Convenience Stores"; I have never heard of that association. We are professional book publishers who accept orders from specialized mental health professionals.

Thank you.

Lawrence G. Ritt, PhD
President
Professional Resource Press
(Professional Resource Exchange, Inc.)
PO Box 3197
Sarasota, FL 34230-3197
Voice: 941-343-9601
Fax: 941-343-9201
Email: lgrprp@gmail.com

EXHIBIT 17

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
<p>Claim that settlement does not address fixing of interchange rates</p>	<ul style="list-style-type: none"> - Form Objection - 1001 Property Solutions at 4 - 99¢ Only Stores and Smart & Final at 9 - ACE Hardware at 3, 15 - Barneys, Boston Market, Royal Caribbean at 5, 14-15 - Bill Papenhausen Bail Bonds at 2-4 - City of Portland at 1-2 - City of St. Joseph at 1-2, 5 - Consumer Reports at 5 - Discover at 10 - Einstein Noah Restaurant Group at 2 - Equilon Enterprises LLC & Motiva Enterprises LLC at 1-2, 11-13 - Hermes at 5-6 - Home Depot at 10, 43-44 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 6-7, Enterprise at 4 - Jo-Ann Stores at 3-4 - Kevan McLaughlin at 2-4 - KFC Franchises at 2-4 - Maison Weiss at 3 - Objecting Plaintiffs at 46-48 - Optical Etc. LLC at 5 - Retailers & Merchants at 15-16 - Target at 5-6, 22 - U.S. P.I.R.G. at 3
<p>Surcharging relief in settlement is claimed to be of limited value; issues related to level playing field provision; other issues related to surcharging</p>	<ul style="list-style-type: none"> - Form Objection - 99¢ Only Stores and Smart & Final at 4, 12 - ACE Hardware at 4, 11-12 - Barneys, Boston Market, Royal Caribbean at 13-14 - Bill Papenhausen Bail Bonds at 2-3 - Blue Cross and Blue Shield at 15 - City of Portland at 2 - City of St. Joseph at 5

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
	<ul style="list-style-type: none"> - Consumer Reports at 6, 7 - Einstein Noah Restaurant Group at 2 - Equilon Enterprises LLC & Motiva Enterprises LLC at 8-10 - First Data Corporation at 16, 17 - Giant Eagle at 4-6 - Hermes at 7-10 - Home Depot at 38-42 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 2-3, Enterprise at 3 - In-N-Out Burgers at 8, 9 - Jo-Ann Stores at 6-7 - Jon M. Zimmerman at 8 - Kevan McLaughlin at 2 - KFC Franchises at 7-9 - Maison Weiss at 4, 5 - National Retail Federation at 8, 16-20 - Objecting Plaintiffs at 9-12, 25-26, 48-53 - Optical Etc. LLC at 5 - Retailers & Merchants at 21-23 - Target at 8, 22 - Teatro Dallas at 19 - U.S. P.I.R.G. at 3-5 - Vicente Consulting at 2 - Wellpoint at 8-9
Attorneys' Fees Awards/Class Plaintiffs' Awards/Expense Awards	<ul style="list-style-type: none"> - 1001 Property Solutions at 4, 11-13 - Bertha Gutierrez at 1 - Bill Papenhausen Bail Bonds at 5-6 - Falls Auto Gallery at 2-3 - Hove Parfumeur Ltd. (Bill and Amy Wendel) at <i>passim</i> - Jo-Ann Stores 11-12 - Jon M. Zimmerman (Dkt. No. 2669) at <i>passim</i> - Kevan McLaughlin at 6-9 - KFC Franchises at 3-6

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
	<ul style="list-style-type: none"> - Kinglender, Inc. at 5-6 - Lincoln Skyline Deli at 3, 7-8 - Optical Etc. LLC at 3-4 - SuperTest at 5-13 - The Egg Store at <i>passim</i> - The Iron Barley Restaurant at 12 - Tony Glavin Soccer Complex at 2-3 - Unlimited Vacations at 2-7 - Vicente Consulting at 3-9
<p>Buying Group Provision of settlement is claimed to be of limited value</p>	<ul style="list-style-type: none"> - ACE Hardware at 4, 13 - Barneys, Boston Market, Royal Caribbean at 6 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 2 - In-N-Out Burgers at 12 - Jo-Ann Stores at 8 - National Retail Federation at 22-24 - Objecting Plaintiffs at 13-14, 53 - Target at 22
<p>Claim that cash payment to Rule 23(b)(3) Settlement Class is inadequate</p>	<ul style="list-style-type: none"> - Form Objection - 1001 Property Solutions at 4 - ACE Hardware at 3, 8-10 - City of Portland at 1 - City of St. Joseph at 2, 6 - Equilon Enterprises LLC & Motiva Enterprises LLC at 11-13 - Home Depot at 43-45 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 6-7, Enterprise at 4 - Maison Weiss at 2-3 - Objecting Plaintiffs at 47 - Teatro Dallas at 1-2
<p>Claim that definitions in Class Settlement Agreement are overbroad</p>	<ul style="list-style-type: none"> - Cardtronics at 5 - City of St. Joseph at 6 - Consumer Reports at 8

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
	<ul style="list-style-type: none"> - Equilon Enterprises LLC & Motiva Enterprises LLC at 4 - First Data Corporation at 14 - Giant Eagle at 7 - Home Depot at 5, 10-13, 23, 27-30 - Jo-Ann Stores at 5 - Objecting Plaintiffs at 15-16, 33-34 - Target at 23 - U.S. P.I.R.G. at 5
<p>Claim that settlement does not affect Honor All Cards Rule</p>	<ul style="list-style-type: none"> - 99¢ Only Stores and Smart & Final at 6 - Blue Cross and Blue Shield at 5 - Hermes at 6 - Home Depot at 10 - Objecting Plaintiffs at 5, 8
<p>Settlement provision regarding continuation of DOJ Consent Decree on Minimum Purchase, No Discount claimed to be of limited value</p>	<ul style="list-style-type: none"> - 99¢ Only Stores and Smart & Final at 11, 13 - ACE Hardware at 14 - Hermes at 9-10 - Jo-Ann Stores at 8 - Objecting Plaintiffs at 15, 54
<p>Arguments regarding Class Settlement Notice</p>	<ul style="list-style-type: none"> - Bertha Gutierrez at 1 - Discover at 6 - Lincoln Skyline Deli at 1-2, 7 - Objecting Plaintiffs at 17-18, 61-64 - Optical Etc. LLC at 2
<p>Claim that Rule 23(b)(2) Settlement Class should permit opt outs; failure to do so violates due process</p>	<ul style="list-style-type: none"> - 1001 Property Solutions at 5-9 - 99¢ Only Stores and Smart & Final at 14 - ACE Hardware at 15-16 - American Express at 24 - Barneys, Boston Market, Royal Caribbean at 7 - Consumer Reports at 9 - Dell Inc. at 8 - Discover at 9 - Einstein Noah Restaurant Group at 1 - First Data Corporation at 9-10

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
	<ul style="list-style-type: none"> - Hermes at 10-12 - Home Depot at 15-27 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 5-6, Enterprise at 3-4 - Jo-Ann Stores at 10 - KFC Franchises at 5 - Lincoln Skyline Deli at 2-4 - Objecting Plaintiffs at 21-24 - Old Warsaw at 8 - Retailers & Merchants at 2, 5-8 - Target at 10-12, 15-17 - Teatro Dallas at 2-13 - Wellpoint at 7-11
<p>Claim that Rule 23(b)(2) Settlement Class improperly includes future merchants; merchants from no-surcharge states, merchants in different categories</p>	<ul style="list-style-type: none"> - Form Objection - 1001 Property Solutions at 7-10 - ACE Hardware at 5-6 - American Express at 10 - Blue Cross and Blue Shield at 14 - Consumer Reports at 6-8 - Dell Inc. at 12-13 - First Data at 14-18 - Home Depot at 21-23 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 4-6, Enterprise at 3 - In-N-Out Burgers at 5 - Objecting Plaintiffs at 2, 10-12, 21-24, 28, 38-39 - Old Warsaw at 6, 8-9 - Retailers and Merchants at 22 - SuperTest at 3 - Target at 7-8 - Wellpoint at 7-11
<p>Claim that release is overbroad in content and duration; including arguments related to foreign claims,</p>	<ul style="list-style-type: none"> - Form Objection - 1001 Property Solutions at 3-4 - 99¢ Only Stores and Smart & Final at 15-17

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
 No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
competing networks and others	<ul style="list-style-type: none"> - ACE Hardware at 5-6 - Barneys, Boston Market, Royal Caribbean at 4, 7, 11-12 - Bill Papenhausen Bail Bonds at 5 - Blue Cross and Blue Shield at 22-25 - City of Portland at 2 - City of St. Joseph at 6 - Consumer Reports at 7-8 - Dell Inc. at 15 - Discover at 7-9 - Einstein Noah Restaurant Group at 2-3 - Equilon Enterprises LLC & Motiva Enterprises LLC at 3-7 - Falls Auto Gallery at 1 - First Data Corporation at 20-23 - Giant Eagle at 7 - Hermes at 12 - Hertz at <i>passim</i> - Home Depot at 10-13, 30-37 - Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 3-4, Enterprise at 1-2 - In-N-Out Burgers at 5-8 - Jo-Ann Stores at 4-6, 9 - Kevan McLaughlin at 5 - Maison Weiss at 5 - National Retail Federation at 13, 15 - Objecting Plaintiffs at 3, 6, 7-8, 15-17, 21-24, 28-36, 55 - Retailers & Merchants at 4, 5-15, 17-19 - State Attorneys Generals at <i>passim</i> - Target at 6, 10-15, 18, 23-24 - Teatro Dallas at 13-15 - The Iron Barley Restaurant at 10 - United Airlines at <i>passim</i> - U.S. P.I.R.G. at 5
Class Plaintiffs, Class Counsel claimed to be inadequate	<ul style="list-style-type: none"> - Form Objection - American Express at 10

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.,
No. 05-md-1720 (JG)(JO) (E.D.N.Y.)

OBJECTIONS TO THE SETTLEMENT

ISSUE	OBJECTOR
	<ul style="list-style-type: none">- Blue Cross and Blue Shield at 16-22- City of St. Joseph at 3-4- Dell Inc. at 13-14- Einstein Noah Restaurant Group at 2- Ingram, Synnex, Ross, Regents, Bridgestone, Newegg, Jack-In-The-Box, Williams-Sonoma at 4-5- In-N-Out Burgers at 7- Maison Weiss at 6- Objecting Plaintiffs at 27-28, 36-41- Old Warsaw at 3, 9- Target at 18-20- The Iron Barley Restaurant at 2- Wellpoint at 7, 10-17

EXHIBIT 18

Clerk of the House of Representatives Legislative Resource Center B-106 Cannon Building Washington, DC 20515 http://lobbyingdisclosure.house.gov	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510 http://www.senate.gov/lobby
--	---

LOBBYING REGISTRATION

Lobbying Disclosure Act of 1995 (Section 4)

Check One: New Registrant New Client for Existing Registrant Amendment

1. Effective Date of Registration 09/25/2012

2. House Identification 37468

Senate Identification 295532

REGISTRANT Organization/Lobbying Firm Self Employed Individual

3. Registrant Organization Constantine Cannon LLP

Address 1301 K St. NW, Suite 1050 East Address2 _____

City Washington State DC Zip 20005 Country USA

4. Principal place of business (if different than line 3)

City _____ State _____ Zip _____ Country _____

5. Contact name and telephone number International Number

Contact Ms. Patricia O'Keefe Telephone 2022043517 E-mail pokeefe@constantinecannon.com

6. General description of registrant's business or activities

Law Firm

CLIENT *A Lobbying Firm is required to file a separate registration for each client. Organizations employing in-house lobbyists should*

check the box labeled "Self" and proceed to line 10. **Self**

7. Client name Merchant Customer Exchange LLC ("MCX")

Address 5215 N. O'Connor Blvd., Suite 200

City Irving State TX Zip 75039 Country USA

8. Principal place of business (if different than line 7)

City _____ State _____ Zip _____ Country _____

9. General description of client's business or activities

mobile payments and offers

LOBBYISTS

10. Name of each individual who has acted or is expected to act as a lobbyist for the client identified on line 7. If any person listed in this section has served as a "covered executive branch official" or "covered legislative branch official" within twenty years of first acting as a lobbyist for the client, state the executive and/or legislative position(s) in which the person served.

Name			Covered Official Position (if applicable)
First	Last	Suffix	
Stephen (Todd)	Anderson	Jr.	

LOBBYING ISSUES

11. General lobbying issue areas (Select all applicable codes).

BAN _____

12. Specific lobbying issues (current and anticipated)

Discussion of MCX's mobile payments and offers solution.

AFFILIATED ORGANIZATIONS

13. Is there an entity other than the client that contributes more than \$5,000 to the lobbying activities of the registrant in a quarterly period and either actively participates in and/or in whole or in major part supervises, plans, or controls the registrant's lobbying activities?

- No --> Go to line 14. Yes --> Complete the rest of this section for each entity matching the criteria above, then proceed to line 14.

Internet
Address: _____

Name	Address	Principal Place of Business
	Street	
	City State/Province Zip Code Country	

FOREIGN ENTITIES

14. Is there any foreign entity

- a) holds at least 20% equitable ownership in the client or any organization identified on line 13; or
- b) directly or indirectly, in whole or in major part, plans, supervises, controls, directs, finances or subsidizes activities of the client or any organization identified on line 13; or
- c) is an affiliate of the client or any organization identified on line 13 and has a direct interest in the outcome of the lobbying activity?

- No --> Sign and date the registration. Yes --> Complete the rest of this section for each entity matching the criteria above, then sign the registration.

Name	Address	Principal place of business	Amount of contribution	Ownership
	Street			
	City State/Province Country	(city and state or country)	for lobbying activities	

Signature Digitally Signed By: Patricia O'Keefe, Associate Legis. Dir. **Date** 12/10/2012

EXHIBIT 19

MCX ABOUT PARTICIPATING MERCHANTS CONTACT MEDIA



ABOUT PARTICIPATING MERCHANTS CONTACT MEDIA

WELCOME

TO A NEW MOBILE PAYMENT SOLUTION

CUSTOMER FOCUSED. WIDELY ACCEPTED.
SECURELY DELIVERED.



[ABOUT](#)[PARTICIPATING MERCHANTS](#)[CONTACT](#)[MEDIA](#)

ABOUT

Merchant Customer Exchange (MCX) was created by a group of the nation's leading merchants with a singular purpose:

offering consumers a customer focused, versatile and seamlessly integrated mobile commerce platform.

Development of the mobile application is underway, with an initial focus on a flexible solution that will offer merchants a customizable platform with the features and functionality needed to best meet consumers' needs. The application will be available through virtually any smartphone.



ABOUT PARTICIPATING MERCHANTS CONTACT MEDIA

The company is led by merchants such as 7 Eleven, Inc.; 76; Alon Brands; Bed Bath & Beyond Inc.; Best Buy Co., Inc.; Brinker International, Inc.; Circle K; Conoco; CVS/pharmacy; Darden Restaurants; DICK's Sporting Goods; Dillard's, Inc.; Dunkin' Brands; Gap Inc.; HMSHost; Hobby Lobby Stores, Inc.; Hy Vee, Inc.; Kohl's Department Stores; Lowe's; Meijer; Michaels Stores, Inc.; Pacific Convenience & Fuels LLC; Phillips 66; Publix Super Markets, Inc.; QuikTrip Corporation; RaceTrac; Sears Holdings; Sheetz, Inc.; Shell Oil Products U.S.; Southwest Airlines; Sunoco, Inc.; Target Corp.; Wakefern Food Corp.; Wal Mart Stores, Inc.; and Wawa. Combined, these participating member merchants already serve nearly every smartphone enabled American on a weekly basis, giving MCX the unique ability to offer a mobile commerce solution that truly works for consumers.

MCX will be announcing additional merchants, as well as more details regarding its product offering and partners, in the weeks and months ahead.

PARTICIPATING MERCHANTS INCLUDE:

MCX

ABOUT

PARTICIPATING MERCHANTS

CONTACT

MEDIA



BANANA REPUBLIC



BED BATH & BEYOND



buy buy BABY



Christmas Tree Shops



CVS/pharmacy



MCX

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PARTICIPATING MERCHANTS

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MCX

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PARTICIPATING MERCHANTS

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