

EXHIBIT 5

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IN RE PAYMENT CARD INTERCHANGE
FEE AND MERCHANT DISCOUNT
ANTITRUST LITIGATION

MDL No. 1720
Case No. 1:05-md-1720-JG-JO

This document refers to: All Actions

DECLARATION OF MITCH GOLDSTONE

I, Mitch Goldstone, of full age, do hereby declare and say:

1. My name is Mitch Goldstone. My partner, Carl Berman, and I are co-owners of— and I serve as CEO for—ScanMyPhotos.com, an online-based photograph-scanning business that enables individuals to digitize their photographs. ScanMyPhotos.com is based in Irvine, California.

2. Today, ScanMyPhotos.com offers a variety of scanning services, including photo scanning, negative scanning, and slide scanning. It is an internet-based business that relies heavily on Visa and MasterCard payment. ScanMyPhotos has had over 300,000 customers since its inception in 1990.

3. Photos Etc. was one of the original, lead class representatives in *Photos Etc. v. Visa U.S.A., Inc. et al.*, the first of the cases challenging the fixing of interchange fees to be consolidated into MDL 1720, which was filed on June 22, 2005 in the United States Court for the District of Connecticut.

4. I have personal knowledge of the matters in the declaration since the suit was filed in 2005. I respectfully submit this declaration in further support of final approval of the

settlement and an incentive award for ScanMyPhotos.com. If called as a witness, I could and would testify competently to the information provided herein.

5. I previously submitted a declaration in support of the proposed settlement in this case on April 11, 2013 (Dkt. No. 2113-13).

6. As I said in my previous declaration, I believe that the proposed settlement is fair, reasonable and adequate and in the best interest of all members of the settlement class.

7. I am familiar with many of the objections that have been filed in opposition to the proposed settlement, including the objections made by some of the named plaintiffs.

8. In particular, I am familiar with the unfounded claim, made by NACS and others, that the named plaintiffs that signed the settlement agreement did so only in exchange for the promise of receiving incentive awards. This is completely false. I agreed to serve as a class representative without any promise that I would receive an incentive award if the case settled, and agreed to the settlement without any promise that I would receive an incentive award. There was no "quid pro quo," contrary to the objectors' claim.

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

10. I respectfully request that this Court grant final approval of the settlement agreement and plan of allocation, and enter judgment accordingly.

I swear under penalty of perjury that the foregoing is true and correct.

Date: August 13, 2013



Mitch Goldstone