

RECEIVED SEP 27 2007

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SEP 23 2007
CLERK OF COURT

_____ x
In re CURRENCY CONVERSION FEE : MDL Docket No. 1409
ANTITRUST LITIGATION : M21-95
: PROPOSED ORDER
This Document Relates To: :
: ALL ACTIONS. :
_____ x

WHD
WILLIAM H. PAULEY III, District Judge:

The Court having held a hearing on the record on September 20, 2007, and

The parties having submitted (1) a revised publication notice plan; (2) a proposed notice schedule; (3) claim form packages to be sent to (i) Targeted Cardholders, (ii) individuals requesting claim forms via the Settlement Administrator or other source, and (iii) claimants who have already filed claims; (4) the Revised Class and Settlement Notice Plan; and (5) the Revised Plan of Administration and Distribution, it is ordered on consent that:

1. The Court approves the revised publication plan attached as Exhibit A to this Order.
2. The Court approves the following notice schedule:

September 25, 2007	Deadline for Bank Defendants to provide to Settlement Administrator list of cardholders targeted to receive mailed notice and claim forms and last 4 digits of cardholder social security number
November 23 – 30, 2007	Settlement Administrator to bulk-mail notice and claim forms to targeted cardholders by direct mail
November 20 – December 10, 2007	Publication notice runs
January 30, 2008	Deadline for Settlement Classes Counsel to submit papers in support of the settlement, application for attorney's fees and expenses, and for awards to the representative Plaintiffs
February 14, 2008	Deadline to submit objections to proposed settlement, and/or opt-out

of the Settlement Damages Class

February 29, 2008

Settlement Administrator and Settlement Class Counsel to provide final opt-out count

March 10, 2008

Deadline to submit all supplemental papers in support of the settlement contemplated by the Settlement Agreement, the allocation of the Net Settlement Fund among the Authorized Claimants, and the issues of any applications by Settlement Classes Counsel for a Fee and Expense Award and/or Awards to the Representative Plaintiffs, and any responses to objections

March 31, 2008

at 11:00 a.m.

Fairness Hearing

May 30, 2008

Deadline to submit claim forms

3. The Court approves the claim form packages substantially in the form attached as Exhibits B, C, and D to this Order.
4. The Court approves the Revised Class and Settlement Notice Plan attached as Exhibit E to this Order.
5. The Court approves the Revised Plan of Administration and Distribution attached as Exhibit F to this Order.
6. Provided further that the parties, by agreement, may revise the notices, claim forms, and other exhibits attached hereto in ways that are not material.

Dated: September 24, 2007
New York, New York

SO ORDERED:



WILLIAM H. PAULEY III
U.S.D.J.

EXHIBIT A

Revised Publication Plan

	CIRCULATION PER RUN	AD SIZE, No. RUNS	ESTIMATED COST	COST PER THOUSAND (CPM)
MAGAZINES				
Parade	32,400,000 (74,000,000 readership)	1/2 page, 1 time	\$392,400	\$12.11
Spirit (Southwest)	3,215,100 (readership)	1/2 page, 1 time	\$15,601	\$4.85
Sky (Delta)	3,126,800 (readership)	1/2 page, 1 time	\$20,270	\$6.30
Arthur Frommer's Budget Traveler	575,000	1/2 page, 1 time	\$18,800	\$32.69
Conde Nast Traveler	787,947	1/2 page, 1 time	\$38,460	\$48.81
US Weekly	1,850,000	1/2 page, 1 time	\$84,222	\$45.52
Subtotal			\$569,753	
NEWSPAPERS				
Financial Times	439,563	1/4 page, 2 times	\$36,512.00	\$41.53
USA Today (Mon. - Thur. Worldwide edition)	2,254,787	1/4 page, 2 times	\$80,352	\$17.82
Wall Street Journal (National): Leisure Travel Section (Sat. edition)	2,070,498	5.35" x 9", 2 times	\$26,316	\$6.35
Arizona Republic	421,599	1/4 page, 1 time	\$15,351	\$36.41
Boise Statesman	68,624	1/4 page, 1 time	\$3,031	\$44.16
Burlington (VT) Free Press	47,571	1/4 page, 1 time	\$2,615	\$54.97
Cincinnati Enquirer	206,755	1/4 page, 1 time	\$10,743	\$51.96
Columbus Dispatch	262,140	1/4 page, 1 time	\$7,749	\$29.56
Des Moines Register	156,333	1/4 page, 1 time	\$8,237	\$52.68
Detroit News & Free Press	562,748	1/4 page, 1 time	\$21,537	\$38.27
Hartford Courant	179,066	1/4 page, 1 time	\$11,002	\$61.44

In re Currency Conversion Fee Antitrust Litigation , MDL 1409

Revised Publication Plan

	CIRCULATION PER RUN	AD SIZE, No. RUNS	ESTIMATED COST	COST PER THOUSAND (CPM)
Honolulu Advertiser	157,683	1/4 page, 1 time	\$6,665	\$42.26
Indianapolis Star	313,800	1/4 page, 1 time	\$9,932	\$31.65
Louisville Courier Journal	216,335	1/4 page, 1 time	\$9,424	\$43.56
Milwaukee Journal Sentinel	246,844	1/4 page, 1 time	\$10,099	\$40.91
Minneapolis Star Tribune	375,836	1/4 page, 1 time	\$9,544	\$25.39
Nashville Tennessean	190,930	1/4 page, 1 time	\$10,562	\$55.31
New York Times	1,100,700	1/4 page, 1 time	\$47,124	\$42.81
Wilmington News Journal	114,467	1/4 page, 1 time	\$5,500	\$48.04
Subtotal			\$332,295	
NEWSWIRE				
PR Newswire (US 1 circuit)		4 releases	\$6,800	\$1700 per release
Subtotal			\$6,800	
INTERNET				
Google AdWords			\$30,000	
Subtotal			\$30,000	
TOTAL:			\$938,848	

EXHIBIT B

U.S. District Court Settlement Administrator
P.O. Box 290
Philadelphia, PA 19105-0290

[DATE]

[CARDHOLDER NAME]

[ADDRESS]

[CITY, ST ZIP]

REFUND ID [xxxxxxxxxx]

Dear [Cardholder Name],

We are writing on behalf of the U.S. District Court because you are eligible to receive a Court-approved refund of fees charged to your eligible cards, which are Visa, MasterCard, and/or Diners Club credit, charge, and/or debit/ATM cards. The fees were based on foreign transactions, including both purchases and ATM withdrawals, from February 1, 1996 to November 8, 2006.

Please read the enclosed Notice explaining the proposed \$336 million settlement and all of your options under the settlement.

If you choose to request a refund, you may use **one** of three Refund Options. Each of these Options will pay a single refund of fees charged for foreign transactions on **ALL** of your eligible cards. You may choose only **ONE** Option from the following:

Refund Option 1: Request an *Easy Refund* of \$25. This Option is recommended if you traveled outside of the U.S. for less than one week or had foreign transactions of less than \$2,500 using your eligible cards during the 1996 to 2006 period. (Green Form); **OR**

Refund Option 2: Request a *Total Estimation Refund* based on typical spending during travel and your answers to a few questions about your own travel outside of the U.S. This Option is recommended if you traveled outside of the U.S. for more than one week or had foreign transactions of more than \$2,500 using your eligible cards during the 1996 to 2006 period. Refunds will be a maximum of 1% of estimated foreign transactions. (Blue Form); **OR**

Refund Option 3: Request a refund based on information that you provide concerning your *Annual Estimated* foreign transactions during the 1996 to 2006 period. This Option is recommended if you had extensive foreign travel or foreign transactions and are willing to provide year-by-year information. Refunds will be a maximum of 1% to 3% of foreign transactions. This is the only Option you can use to get a refund for corporate card use. (Red Form)

Enclosed are three forms, one for each Refund Option. You may also file online at the Settlement Administrator's website www.ccfsettlement.com, using your Refund ID on the top of this letter. Please note that if the volume of claims is unexpectedly high, it may be necessary to adjust refund amounts.

Please disregard any earlier Notices that you may have received. Additional information is available online at www.ccfsettlement.com or by telephone at 1-800-945-9890.

Sincerely,

Settlement Administrator

Authorized by the U.S. District Court for the
Southern District of New York

— Notice of Class Action Settlement —

To: Visa, MasterCard and Diners Club Cardholders

This notice is to inform you of a hearing about an agreement to settle a class action lawsuit, which now includes improvements to the plan for distributing settlement proceeds. The lawsuit is about the prices that cardholders of Visa and MasterCard credit and debit/ATM cards, and Diners Club credit cards (including charge cards) were charged to make transactions denominated in a foreign currency or with a foreign merchant, including purchases, cash advances, cash withdrawals, and internet transactions. The Visa cards include Visa, Interlink, and Plus-branded credit and debit/ATM cards; the MasterCard cards include MasterCard, Cirrus, and Maestro-branded credit and debit/ATM cards.

The Plaintiffs in this lawsuit (*In re Currency Conversion Fee Antitrust Litigation*, MDL 1409) challenge how the price of credit and debit/ATM card foreign transactions was set and disclosed, including claims that Visa, MasterCard, their member banks, and Diners Club conspired to set and conceal fees, typically of 1-3%, on foreign transactions, and that Visa and MasterCard inflated their base exchange rates before applying these fees. The Plaintiffs also claim that the amount of these fees and that the failure to adequately disclose them violated federal and state antitrust, disclosure, unfair competition, deceptive practices, and consumer protection laws, as well as common law and equity. The Defendants (Visa, MasterCard, Bank of America, Bank One/First USA, Chase, Citibank, Diners Club, HSBC/Household, MBNA and Washington Mutual/Provident) deny the Plaintiffs' claims and say they have done nothing wrong, improper, or unlawful. If you made a foreign transaction between February 1, 1996 and November 8, 2006 with a U.S.-issued Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Damages Class*. If you had, as of November 8, 2006, a Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Injunctive Class*, and will benefit from the settlement even if you did not use your card to make a foreign transaction.

The lawsuit asks for money damages and restitution for the *Settlement Damages Class*, and injunctive relief for the *Settlement Injunctive Class*.

What is the settlement?

This settlement includes certain agreements relating to disclosures on billing statements and other documents about foreign transaction pricing (including foreign transaction fees), and the Defendants have agreed to create a settlement fund of \$336,000,000 to pay valid claims, attorneys' fees and expenses, and the costs of administering the settlement and notice. The Plaintiffs will also ask the Court for up to \$350,000 in service awards from the settlement fund on behalf of the 20 class representatives for their efforts on behalf of the classes. The Defendants do not waive any right they may have to arbitrate your claim if you opt out of the settlement, or if the settlement does not become final.

Do I need to hire a lawyer?

The Court has appointed the lawyers listed below to represent you. You do not have to hire your own lawyer. But you can if you want to, at your own cost.

What are my options?

You may:

- Ask for a refund. Use one of the three claim forms to ask for a refund. Or file online at: www.ccfsettlement.com/ claim. The amount of your refund will depend on the bank that issued your credit or debit/ATM card and:
 - which claim form you choose,
 - the dollar value of your claim, and
 - the amount of money available to pay claims and the number and total dollar value of all valid claims filed. (You might get only a partial refund.) Deadline: XXXXXXX X, 2008
- Exclude yourself from the *Settlement Damages Class*. Send the "opt-out" form letter (available at: www.ccfsettlement.com/, or by calling: 1-800-945-9890) to: P. O. Box 280, Philadelphia, PA 19105-0280. If you opt out, you will not get money from the settlement. You cannot opt out of the *Settlement Injunctive Class*. Deadline: XXXXXXX X, 2008
- Object to the settlement. File your objection and proof of class membership with the Court. You must also give notice to the attorneys for the class by hand, overnight mail, or by certified mail, return receipt requested. The final approval hearing will be on XXXXXXX X, 2008 at 10 a.m. at the U.S. District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1581. You do not have to go to court or hire an attorney. But you can if you want to, at your own cost. The hearing is to decide whether to approve the settlement, class counsels' requests for attorneys' fees and expenses, and awards for the class representatives. (The time and date may change without further notice to you.) Deadline to object and give notice: XXXXXXX X, 2008

Are other cases affected by this settlement?

Yes. There are other cases in federal and state courts against Visa, MasterCard, and/or some Defendant banks concerning their disclosure of foreign transaction pricing, including fees. These cases are listed below.¹ Claims in those cases will be extinguished if this settlement is approved, but you can still make a claim here, as described above, for foreign transactions between February 1, 1996 and November 8, 2006.

MasterCard has agreed to pay a total of \$3,557,000 in attorneys' fees and expenses in the cases marked below with an asterisk (*). In addition, Visa and MasterCard have agreed to pay \$32,000,000 in attorneys' fees and expenses to the attorneys who, for 6 years, litigated *Schwartz v. Visa Int'l Corp.*, No. 822404-4 (CA), including a trial and appeals. The attorneys in the *Schwartz* case are some of the Plaintiffs' attorneys in this case. The case marked with a plus sign (+) has also been settled. These payments will not reduce the \$336,000,000 settlement fund.

How will the attorneys be paid?

The lawyers for the class members will request 27.5% of the estimated \$313,000,000 expected to remain in the settlement fund after deducting costs for administering the settlement and notice, plus interest, for attorneys' fees for investigating the facts, litigating and resolving the case. They will also request reimbursement of their expenses, not to exceed \$5,000,000, to be paid from the settlement fund.

Release of claims and binding effect of the settlement

If the settlement receives final court approval and you are a member of the *Settlement Injunctive Class*, you will be bound by the settlement. If you are a member of the *Settlement Damages Class* and do not opt out, upon final court approval, you will be bound by the settlement and will release all claims, known or unknown, against each of the Defendants, each of the Visa and MasterCard member banks, and the related entities and individuals of each of the above, which (1) in whole or in part arise out of or relate to any foreign transaction, or the disclosure or pricing thereof, including, without limitation, any and all claims that are based in whole or in part on any act, agreement, conduct or omission up to November 8, 2006 that has or had, and/or allegedly has or had, the purpose or effect of fixing, inflating, embedding, concealing, or inadequately disclosing the nature, pricing, or any other aspect of any credit or debit/ATM card foreign transaction (including, but not limited to, foreign transaction fees, base exchange amounts, and/or any component of either), or (2) are, have been, or could have been asserted within the scope of the facts asserted in the litigation. For more information on the release, including certain limitations and defined terms, see the settlement agreement.

More information

This notice is only a summary. To see the settlement agreement, court orders, and other documents about this lawsuit and related cases, go to: www.ccfsettlement.com/. This website has a *Common Questions* section with more information about this lawsuit, including the amounts of transaction fees involved. Or call 1-800-945-9890. You can also go to the Courthouse during regular business hours to see court documents: Clerk of the Court, United States Courthouse, 500 Pearl Street, New York, NY 10007-1581.

Or mail your questions to the attorneys for the class:

Benny E. Sweeney	Merrill B. Davidoff
Lerach Coughlin et al, LLP	Berger & Montague, P.C.
655 West Broadway, Ste. 1900	1622 Locust Street
San Diego, CA 92101	Philadelphia, PA 19103

Questions?

Go to: www.ccfsettlement.com

Or call: 1-800-945-9890

Do not contact the Court, the Defendants, or your bank with questions about this case.

¹ Certified statewide classes: *Cavette v. MasterCard*, CT-002506-03 (Shelby Cty., TN); W2005-02422-SC-S09-CV (TN Sup Ct) (conditionally decertified on May 23, 2007); *Schrank v. Citibank*, 63 Civ. 2843 (SDNY, NY); Proposed statewide classes: *Fischer v. MasterCard*, 03600572/2003 (NY Cty., NY); *Friedman v. MasterCard*, CV 04-536330 (Cuyahoga Cty., OH); *Gastrow v. MasterCard*, CV 2004-283 (Londre Cty., AK); *Gilbert v. MasterCard*, 03 CH0669 (Cook Cty., IL) 05-3143 (Ill. Ct App, 1st Dist); *Hernandez v. MasterCard*, C-1058-03-C (Hidalgo Cty., TX); *Johnson v. MasterCard*, 02-CV-04-009891 (Ramsey Cty., MN); *Perry v. MasterCard*, CV 2003-007154 (Maricopa Cty., AZ); *Rubin v. MasterCard*, 03-08368 CA 20 (Dade Cty., FL); 3D05-2373 (Fl. Ct App, 3rd Dist); *Sabin v. MasterCard*, 002648 (Phila. Cty., PA); 1741 EBA 2085 (PA Super Ct, Eastern Dist); *Sandra v. Bank of America*, 0306-458404 (NCCA, CA) (referred to MDL 1409, at 07-CV-05583); *Birdstein v. MasterCard*, 03 Civ 9826 (SDNY, NY); Proposed nationwide classes: *Charles v. Diners Club*, 01 Civ 10687 (SDNY, NY); *Saligao v. MasterCard*, 042-07768 (St. Louis, MO) (nationwide, except IL and CA) (subject to signing the settlement agreement); *Mattigly v. Visa*, RG05198142 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard); *Shriove v. Visa*, RG04156087 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard, also on behalf of general public); Includes proposed nationwide class: *Baker v. Visa*, 05-CV-15447 (SDNY, NY) (coordinated or consolidated with MDL 1409). General public nationwide: *Schwartz v. Visa*, 822404-4 (Alameda Cty., CA) (CA general public only for MasterCard); A105222 (CA Ct App, 1st Dist); S-138751 (CA Sup Ct). For more information about these cases, go to: www.ccfsettlement.com/, or call: 1-800-945-9890.



Refund Option 3 Annual Estimation Refund

You can complete this form to request the **Annual Estimation Refund** or submit your application online at www.ccsettlement.com. This is the only Option you can use to get a refund for corporate card use. You will need to report your estimated foreign transactions using your Visa, MasterCard and Diners Club credit, charge, or debit/ATM cards for each year from February 1, 1996 to November 8, 2006. You will not be required to submit supporting receipts or bills with your refund request. However, if your request is audited, it may be disallowed if you cannot provide supporting documents.

If you choose this Refund Option, participating banks will make available to you, on request, monthly statements or other information to assist you, if electronically retrievable. If statements are not available, you may support your claim with receipts, travel journals, or other forms of documentation. Your refund will generally be 1% to 3% of your **Annual Estimation** foreign transactions, depending on the card and date of use. To request a refund based on your **Annual Estimation** foreign transactions, submit your application online or complete the following and mail this form as directed below:

1. If your name and/or address listed below is correct, leave the boxes to the right blank. Otherwise, cross out the incorrect information and print corrections in the boxes to the right.
(Use boxes for name or address corrections)

(NAME)

(Last Name, First Name)

(ADDRESS)

(Street Address)

(CITY STATE ZIP)

(City)

(State)

(Zip)

2. If you will be entering information for more than two credit, charge, or debit/ATM cards, please copy this form and complete all sections for each copy.
3. In the table below, provide account numbers and issuing bank for each of the Visa, MasterCard and Diners Club credit, charge, or debit/ATM cards that you used for at least one foreign transaction during the periods listed. You must have been the primary cardholder during that period. Check the box that indicates whether a card is a personal or a corporate card.
4. If you include foreign transactions using corporate cards, you must list their account numbers on the table below and verify with your employer that no opt-out letter and no other claims will be filed for the accounts. Do not include charges made with a governmental agency card unless the agency has authorized you to do so. If you do not have your account number for a personal account, you may provide the last 4 digits of your Social Security number instead, but your refund may be reduced. If you are providing Social Security information, please enter the last 4 digits of your number here.
5. For each card during each time period, provide the total U.S. dollar amount of foreign transactions.

Account number and name of bank that issued your card	List the amount (in U.S. \$) of your foreign transactions per year.								
	<i>If you need more space, make a copy of this form to list your other transactions. Write your name on each form. Or file online at: www.ccsettlement.com/eclaim</i>								
	02/01/96 - 12/31/97	1998	1999	2000	2001	2002	2003	2004	01/01/05 - 11/08/06
Acct. # _____ Bank: _____ <input type="checkbox"/> Personal card <input type="checkbox"/> Corporate card									
Acct. # _____ Bank: _____ <input type="checkbox"/> Personal card <input type="checkbox"/> Corporate card									
TOTAL ALL CARDS	\$	\$	\$	\$	\$	\$	\$	\$	\$

6. Please date and sign below:
I certify that the information I have provided on this claim is true and correct to the best of my knowledge, and that this is the only claim form that I have submitted. I understand that I will receive only **ONE** payment from this settlement.

TOTAL all foreign transactions → \$

Date: _____ Signature: _____

7. Refund requests must be submitted by XXXX X, 2008. You may submit your application online at www.ccsettlement.com or mail your completed form to: Settlement Administrator, P.O. Box 290, Philadelphia, PA 19108-0290. Do not include documentation with your filing. However, all claims are subject to audit and you may be required to provide your documentation at a later date. Keep any documentation until you receive your refund.

U.S. District Court Settlement Administrator
P.O. Box 290
Philadelphia, PA 19105-0290



PRESTO! 910
US POSTAGE
PAID
SOUTH-EDWARDS-DUNLAP

Cardholder Name
Address
City, ST 00000

U.S. DISTRICT COURT APPROVED REFUND NOTICE

EXHIBIT C

U.S. District Court Settlement Administrator
P.O. Box 290
Philadelphia, PA 19105-0290

[DATE]

[CARDHOLDER NAME]
[ADDRESS]
[CITY, ST ZIP]

Dear [CARDHOLDER NAME],

Thank you for requesting information about the proposed settlement in the Currency Conversion Fee Antitrust litigation, which has been preliminarily approved by the U. S. District Court. The enclosed Notice explains the proposed \$336 million settlement and all of your options under the settlement. To qualify for a refund, you must have used a Visa, MasterCard, and/or Diners Club credit, charge, and/or debit/ATM card to make at least one foreign transaction, including purchases and ATM withdrawals, from February 1, 1996 to November 8, 2006, and you must have been the primary cardholder for the period covered by your claims.

If you have any questions about qualification requirements or card eligibility, you can find more detailed information online at www.ccfsettlement.com or call 1-800-945-9890.

If you meet the qualification requirements and choose to request a refund, you may use one of three Refund Options. Each of these Options will pay a single refund of fees charged for foreign transactions on *ALL* of your eligible cards. You may choose only *ONE* Option from the following:

Refund Option 1: Request an *Easy Refund* of \$25. This Option is recommended if you traveled outside of the U.S. for less than one week or had foreign transactions of less than \$2,500 using your eligible cards during the 1996 to 2006 period. (Green Form); *OR*

Refund Option 2: Request a *Total Estimation Refund* based on typical spending during travel and your answers to a few questions about your own travel outside of the U.S. This Option is recommended if you traveled outside of the U.S. for more than one week or had foreign transactions of more than \$2,500 using your eligible cards during the 1996 to 2006 period. Refunds will be a maximum of 1% of estimated foreign transactions. (Blue Form); *OR*

Refund Option 3: Request a refund based on information that you provide concerning your *Annual Estimated* foreign transactions during the 1996 to 2006 period. This Option is recommended if you had extensive foreign travel or foreign transactions and are willing to provide year-by-year information. Refunds will be a maximum of 1% to 3% of foreign transactions. This is the only Option you can use to get a refund for corporate card use. (Red Form)

Enclosed are three forms, one for each Refund Option. You may also file online at the Settlement Administrator's website www.ccfsettlement.com. Please note that if the volume of claims is unexpectedly high, it may be necessary to adjust refund amounts.

Please disregard any earlier Notices that you may have received. Additional information is available online at www.ccfsettlement.com or by telephone at 1-800-945-9890.

Sincerely,
Settlement Administrator

Authorized by the U.S. District Court for the
Southern District of New York

— Notice of Class Action Settlement —

To: Visa, MasterCard and Diners Club Cardholders

This notice is to inform you of a hearing about an agreement to settle a class action lawsuit, which now includes improvements to the plan for distributing settlement proceeds. The lawsuit is about the prices that cardholders of Visa and MasterCard credit and debit/ATM cards, and Diners Club credit cards (including charge cards) were charged to make transactions denominated in a foreign currency or with a foreign merchant, including purchases, cash advances, cash withdrawals, and Internet transactions. The Visa cards include Visa, Interlink, and Plus-branded credit and debit/ATM cards; the MasterCard cards include MasterCard, Cirrus, and Maestro-branded credit and debit/ATM cards.

The Plaintiffs in this lawsuit (*in re Currency Conversion Fee Antitrust Litigation*, MDL 1409) challenge how the price of credit and debit/ATM card foreign transactions was set and disclosed, including claims that Visa, MasterCard, their member banks, and Diners Club conspired to set and conceal fees, typically of 1-3%, on foreign transactions, and that Visa and MasterCard inflated their base exchange rates before applying these fees. The Plaintiffs also claim that the amount of these fees and that the failure to adequately disclose them violated federal and state antitrust, disclosure, unfair competition, deceptive practices, and consumer protection laws, as well as common law and equity. The Defendants (Visa, MasterCard, Bank of America, Bank One/First USA, Chase, Citibank, Diners Club, HSBC/Household, MBNA and Washington Mutual/Provident) deny the Plaintiffs' claims and say they have done nothing wrong, improper, or unlawful. If you made a foreign transaction between February 1, 1996 and November 8, 2006 with a U.S.-issued Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Damages Class*. If you had, as of November 8, 2006, a Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Injunctive Class*, and will benefit from the settlement even if you did not use your card to make a foreign transaction.

The lawsuit asks for money damages and restitution for the *Settlement Damages Class*, and injunctive relief for the *Settlement Injunctive Class*.

What is the settlement?

This settlement includes certain agreements relating to disclosures on billing statements and other documents about foreign transaction pricing (including foreign transaction fees), and the Defendants have agreed to create a settlement fund of \$336,000,000 to pay valid claims, attorneys' fees and expenses, and the costs of administering the settlement and notice. The Plaintiffs will also ask the Court for up to \$350,000 in service awards from the settlement fund on behalf of the 20 class representatives for their efforts on behalf of the classes. The Defendants do not waive any right they may have to arbitrate your claim if you opt out of the settlement, or if the settlement does not become final.

Do I need to hire a lawyer?

The Court has appointed the lawyers listed below to represent you. You do not have to hire your own lawyer. But you can if you want to, at your own cost.

What are my options?

You may:

- Ask for a refund. Use one of the three claim forms to ask for a refund. Or file online at: www.ccfsettlement.com/claim. The amount of your refund will depend on the bank that issued your credit or debit/ATM card and:
 - which claim form you choose,
 - the dollar value of your claim, and
 - the amount of money available to pay claims and the number and total dollar value of all valid claims filed. (You might get only a partial refund.) Deadline: XXXXXXX X, 2008
- Exclude yourself from the *Settlement Damages Class*. Send the "opt-out" form letter (available at: www.ccfsettlement.com, or by calling: 1-800-945-9890) to: P. O. Box 280, Philadelphia, PA 19105-0280. If you opt out, you will not get money from the settlement. You cannot opt out of the *Settlement Injunctive Class*. Deadline: XXXXXXX X, 2008
- Object to the settlement. File your objection and proof of class membership with the Court. You must also give notice to the attorneys for the class by hand, overnight mail, or by certified mail, return receipt requested. The final approval hearing will be on XXXXXXX X, 2008 at 10 a.m. at the U.S. District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1581. You do not have to go to court or hire an attorney. But you can if you want to, at your own cost. The hearing is to decide whether to approve the settlement, class counsels' requests for attorneys' fees and expenses, and awards for the class representatives. (The time and date may change without further notice to you.) Deadline to object and give notice: XXXXXXX X, 2008

Are other cases affected by this settlement?

Yes. There are other cases in federal and state courts against Visa, MasterCard, and/or some Defendant banks concerning their disclosure of foreign transaction pricing, including fees. These cases are listed below. Claims in those cases will be extinguished if this settlement is approved, but you can still make a claim here, as described above, for foreign transactions between February 1, 1996 and November 8, 2006.

MasterCard has agreed to pay a total of \$3,557,000 in attorneys' fees and expenses in the cases marked below with an asterisk (*). In addition, Visa and MasterCard have agreed to pay \$32,000,000 in attorneys' fees and expenses to the attorneys who, for 6 years, litigated *Schwartz v. Visa Int'l Corp.*, No. 822404-4 (CA), including a trial and appeals. The attorneys in the *Schwartz* case are some of the Plaintiffs' attorneys in this case. The case marked with a plus sign (+) has also been settled. These payments will not reduce the \$336,000,000 settlement fund.

How will the attorneys be paid?

The lawyers for the class members will request 27.5% of the estimated \$313,000,000 expected to remain in the settlement fund after deducting costs for administering the settlement and notice, plus interest, for attorneys' fees for investigating the facts, litigating and resolving the case. They will also request reimbursement of their expenses, not to exceed \$5,000,000, to be paid from the settlement fund.

Release of claims and binding effect of the settlement

If the settlement receives final court approval and you are a member of the *Settlement Injunctive Class*, you will be bound by the settlement. If you are a member of the *Settlement Damages Class* and do not opt out, upon final court approval, you will be bound by the settlement and will release all claims, known or unknown, against each of the Defendants, each of the Visa and MasterCard member banks, and the related entities and individuals of each of the above, which (1) in whole or in part arise out of or relate to any foreign transaction, or the disclosure or pricing thereof, including, without limitation, any and all claims that are based in whole or in part on any act, agreement, conduct or omission up to November 8, 2006 that has or had, and/or allegedly has or had, the purpose or effect of fixing, inflating, embedding, concealing, or inadequately disclosing the nature, pricing, or any other aspect of any credit or debit/ATM card foreign transaction (including, but not limited to, foreign transaction fees, base exchange amounts, and/or any component of either), or (2) are, have been, or could have been asserted within the scope of the facts asserted in the litigation. For more information on the release, including certain limitations and defined terms, see the settlement agreement.

More information

This notice is only a summary. To see the settlement agreement, court orders, and other documents about this lawsuit and related cases, go to: www.ccfsettlement.com. This website has a *Common Questions* section with more information about this lawsuit, including the amounts of transaction fees involved. Or call 1-800-945-9890. You can also go to the Courthouse during regular business hours to see court documents: Clerk of the Court, United States Courthouse, 500 Pearl Street, New York, NY 10007-1581.

Or mail your questions to the attorneys for the class:

Bonny E. Sweeney	Merrill G. Davidoff
Lerach Coughlin et al, LLP	Berger & Montague, P.C.
655 West Broadway, Ste. 1900	1622 Locust Street
San Diego, CA 92101	Philadelphia, PA 19103

Questions?

Go to: www.ccfsettlement.com

Or call: 1-800-945-9890

Do not contact the Court, the Defendants, or your bank with questions about this case.

*Certified statewide classes: *Civette v. MasterCard*, CT-02506-03 (Shelby Cty., TN), W2005-0242-SC-S08-CV (TN Sup Ct) (conditionally decertified on May 21, 2007); *Schrank v. Citibank*, 03 Civ. 2943 (SDNY, NY). Proposed statewide classes: *Fischer v. MasterCard*, 0300572/2003 (NY Cty., NY), *Prichard v. MasterCard*, CV 04-53833D (Daytona Cty., OH), *Gastineau v. MasterCard*, CV 2004-263 (Lorain Cty., OH), *Gillard v. MasterCard*, 83 CH06559 (Cook Cty., IL), 05-3143 (IL Ct App, 1st Dist), *Hernandez v. MasterCard*, C-1056-89-G (Hidalgo Cty., TX), *Johnson v. MasterCard*, 02-C7-04-009891 (Perry Cty., MO), *Perry v. MasterCard*, CV 2003-007154 (Maricopa Cty., AZ), *Fluhin v. MasterCard*, 03-03368 CA 20 (Dade Cty., FL), 3065-2373 (FL Ct App, 3rd Dist), *Salkin v. MasterCard*, 0028-08 (Phila. Cty., PA), 1741 EDA 2005 (PA Super Ct, Eastern Dist), *Sandora v. Bank of America*, CG08-458404 (NOCA, CA) (nationwide, except IL and CA) (subject to signing the settlement agreement), *Abbingly v. Visa*, RG05198142 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard), *Shrieve v. Visa*, RG04155097 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard; also on behalf of general public). Includes proposed nationwide class: *Baker v. Visa*, 06-CV-15447 (SDNY, NY) (coordinated or consolidated with MDL 1409). General public nationwide: *Schwartz v. Visa*, 822404-4 (Alameda Cty., CA) (CA general public only for MasterCard), A186222 (CA Ct App, 1st Dist), S-138751 (CA Sup Ct). For more information about these cases, go to: www.ccfsettlement.com, or call: 1-800-945-9890.

U.S. District Court Settlement Administrator
P.O. Box 290
Philadelphia, PA 19105-0290



PRESORT STD
US POSTAGE
PAID
SMITH-EDWARDS-DUNLAP

Cardholder Name
Address
City, ST 00000

U.S. DISTRICT COURT APPROVED REFUND NOTICE

EXHIBIT D

U. S. District Court Settlement Administrator
P. O. Box 290
Philadelphia, PA 19105-0290

[DATE]

[CARDHOLDER NAME]
[ADDRESS]
[CITY, STATE ZIP]

Re: Claim form foreign transaction amount \$[AMOUNT]
Claim Number [NUMBER]

Dear [CARDHOLDER],

We are writing on behalf of the U. S. District Court regarding the claim form you have previously submitted in the Currency Conversion Fee Antitrust Litigation. Your claim information has been entered into our system, and designated with the above referenced claim number. This letter is to advise you that the Court has authorized a revision to the claim filing options available to all class members. We will describe each of the options that are now available to class members.

Each of the following options will pay a single refund of fees charged for foreign transactions on *ALL* of your eligible cards.

- Refund Option 1:** Request an *Easy Refund* of \$25. This Option is recommended if you traveled outside of the U. S. for less than one week or had foreign transactions of less than \$2,500 using your eligible cards during the 1996 to 2006 period; *OR*
- Refund Option 2:** Request a *Total Estimation Refund* based on typical spending during travel and your answers to a few questions about your own travel outside of the U. S. This option is recommended if you traveled outside of the U. S. for more than one week or had foreign transactions of more than \$2,500 using your eligible cards during the 1996 to 2006 period. Refunds will be a maximum of 1% of estimated foreign transactions; *OR*
- Refund Option 3:** Request a refund based on information that you provide concerning your Annual Estimated foreign transactions during the 1996 to 2006 period. This option is recommended if you had extensive foreign travel or foreign transactions and are willing to provide year-by-year information. Refunds will be a maximum of 1% to 3% of foreign transactions. This is the only Option that can be used to apply for a refund for corporate card use.

Our records show that you previously filed a claim form with the foreign transaction amount listed above. The detailed information that you provided is equivalent to the information that would be provided for the new Refund Option 3 form. If you prefer to file your claim as an Option 3 request, you do not need to submit anything further. If, instead, you prefer to file an Option 2 claim form, you may withdraw your current claim and file an Option 2 claim form. If you elect to file an Option 2 claim form, your refund will be based on 1% of estimated foreign transactions. In no event will you receive less than the amounts distributed to claimants who file the Option 1 Easy Refund of \$25 claim form. The Administrator will determine the appropriate refund amount based on the information included in your claim form. Please note that if the volume of claims is unexpectedly high, it may be necessary to adjust refund amounts.

If you would like to withdraw your previously filed Option 3 claim form and would like to elect Option 2, you may do so online at the Settlement Administrator's website www.ccfsettlement.com or you may fill out the enclosed Option 2 claim form and mail it to: Settlement Administrator, P. O. Box 290, Philadelphia, PA 19105-0290 by May 30, 2008.

We have also enclosed a copy of the revised Notice, which explains the proposed \$336 million settlement and all of your options under the settlement. Additional information is available online at www.ccfsettlement.com or by telephone at 1-800-945-9890.

Sincerely,

Settlement Administrator

Authorized by the U.S. District Court for the
Southern District of New York

— Notice of Class Action Settlement —

To: Visa, MasterCard and Diners Club Cardholders

This notice is to inform you of a hearing about an agreement to settle a class action lawsuit, which now includes improvements to the plan for distributing settlement proceeds. The lawsuit is about the prices that cardholders of Visa and MasterCard credit and debit/ATM cards, and Diners Club credit cards (including charge cards) were charged to make transactions denominated in a foreign currency or with a foreign merchant, including purchases, cash advances, cash withdrawals, and internet transactions. The Visa cards include Visa-, Interlink-, and Plus-branded credit and debit/ATM cards; the MasterCard cards include MasterCard-, Cirrus-, and Maestro-branded credit and debit/ATM cards.

The Plaintiffs in this lawsuit (*In re Currency Conversion Fee Antitrust Litigation*, MDL 1409) challenge how the price of credit and debit/ATM card foreign transactions was set and disclosed, including claims that Visa, MasterCard, their member banks, and Diners Club conspired to set and conceal fees, typically of 1-3%, on foreign transactions, and that Visa and MasterCard inflated their base exchange rates before applying these fees. The Plaintiffs also claim that the amount of these fees and that the failure to adequately disclose them violated federal and state antitrust, disclosure, unfair competition, deceptive practices, and consumer protection laws, as well as common law and equity. The Defendants (Visa, MasterCard, Bank of America, Bank One/First USA, Chase, Citibank, Diners Club, HSBC/Household, MBNA and Washington Mutual/Provident) deny the Plaintiffs' claims and say they have done nothing wrong, improper, or unlawful. If you made a foreign transaction between February 1, 1996 and November 8, 2006 with a U.S.-issued Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Damages Class*. If you had, as of November 8, 2006, a Visa, MasterCard, or Diners Club card, you are a member of the *Settlement Injunctive Class*, and will benefit from the settlement even if you did not use your card to make a foreign transaction.

The lawsuit asks for money damages and restitution for the *Settlement Damages Class*, and injunctive relief for the *Settlement Injunctive Class*.

What is the settlement?

This settlement includes certain agreements relating to disclosures on billing statements and other documents about foreign transaction pricing (including foreign transaction fees), and the Defendants have agreed to create a settlement fund of \$336,000,000 to pay valid claims, attorneys' fees and expenses, and the costs of administering the settlement and notice. The Plaintiffs will also ask the Court for up to \$350,000 in service awards from the settlement fund on behalf of the 20 class representatives for their efforts on behalf of the classes. The Defendants do not waive any right they may have to arbitrate your claim if you opt out of the settlement, or if the settlement does not become final.

Do I need to hire a lawyer?

The Court has appointed the lawyers listed below to represent you. You do not have to hire your own lawyer. But you can if you want to, at your own cost.

What are my options?

You may:

- Ask for a refund. Use one of the three claim forms to ask for a refund. Or file online at: www.ccfsettlement.com/ or claim. The amount of your refund will depend on the bank that issued your credit or debit/ATM card and:
 - which claim form you choose,
 - the dollar value of your claim, and
 - the amount of money available to pay claims and the number and total dollar value of all valid claims filed. (You might get only a partial refund.) Deadline: XXXXXXX X, 2008
- Exclude yourself from the *Settlement Damages Class*. Send the "opt-out" form letter (available at: www.ccfsettlement.com/, or by calling: 1-800-945-9890) to: P. O. Box 280, Philadelphia, PA 19105-0280. If you opt out, you will not get money from the settlement. You cannot opt out of the *Settlement Injunctive Class*. Deadline: XXXXXXX X, 2008
- Object to the settlement. File your objection and proof of class membership with the Court. You must also give notice to the attorneys for the class by hand, overnight mail, or by certified mail, return receipt requested. The final approval hearing will be on XXXXXXX X, 2008 at 10 a.m. at the U.S. District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1581. You do not have to go to court or hire an attorney. But you can if you want to, at your own cost. The hearing is to decide whether to approve the settlement, class counsels' requests for attorneys' fees and expenses, and awards for the class representatives. (The time and date may change without further notice to you.) Deadline to object and give notice: XXXXXXX X, 2008

Are other cases affected by this settlement?

Yes. There are other cases in federal and state courts against Visa, MasterCard, and/or some Defendant banks concerning their disclosure of foreign transaction pricing, including fees. These cases are listed below.¹ Claims in those cases will be extinguished if this settlement is approved, but you can still make a claim here, as described above, for foreign transactions between February 1, 1996 and November 8, 2006.

MasterCard has agreed to pay a total of \$3,557,000 in attorneys' fees and expenses in the cases marked below with an asterisk (*). In addition, Visa and MasterCard have agreed to pay \$32,000,000 in attorneys' fees and expenses to the attorneys who, for 6 years, litigated *Schwartz v. Visa Int'l Corp.*, No. 822404-4 (CA), including a trial and appeals. The attorneys in the *Schwartz* case are some of the Plaintiffs' attorneys in this case. The case marked with a plus sign (+) has also been settled. These payments will not reduce the \$336,000,000 settlement fund.

How will the attorneys be paid?

The lawyers for the class members will request 27.5% of the estimated \$313,000,000 expected to remain in the settlement fund after deducting costs for administering the settlement and notice, plus interest, for attorneys' fees for investigating the facts, litigating and resolving the case. They will also request reimbursement of their expenses, not to exceed \$5,000,000, to be paid from the settlement fund.

Release of claims and binding effect of the settlement

If the settlement receives final court approval and you are a member of the *Settlement Injunctive Class*, you will be bound by the settlement. If you are a member of the *Settlement Damages Class* and do not opt out, upon final court approval, you will be bound by the settlement and will release all claims, known or unknown, against each of the Defendants, each of the Visa and MasterCard member banks, and the related entities and individuals of each of the above, which (1) in whole or in part arise out of or relate to any foreign transaction, or the disclosure or pricing thereof, including, without limitation, any and all claims that are based in whole or in part on any act, agreement, conduct or omission up to November 8, 2006 that has or had, and/or allegedly has or had, the purpose or effect of fixing, inflating, embedding, concealing, or inadequately disclosing the nature, pricing, or any other aspect of any credit or debit/ATM card foreign transaction (including, but not limited to, foreign transaction fees, base exchange amounts, and/or any component of either), or (2) are, have been, or could have been asserted within the scope of the facts asserted in the litigation. For more information on the release, including certain limitations and defined terms, see the settlement agreement.

More information

This notice is only a summary. To see the settlement agreement, court orders, and other documents about this lawsuit and related cases, go to: www.ccfsettlement.com. This website has a *Common Questions* section with more information about this lawsuit, including the amounts of transaction fees involved. Or call 1-800-945-9890. You can also go to the Courthouse during regular business hours to see court documents: Clerk of the Court, United States Courthouse, 500 Pearl Street, New York, NY 10007-1581.

Or mail your questions to the attorneys for the class:

Bonny E. Sweeney	Merrill G. Davidoff
Lerach Coughlin et al, LLP	Berger & Montague, PC
655 West Broadway, Ste. 1900	1622 Locust Street
San Diego, CA 92101	Philadelphia, PA 19103

Questions?

Go to: www.ccfsettlement.com
Or call: 1-800-945-9890

Do not contact the Court, the Defendants, or your bank with questions about this case.

¹Certified statewide classes: **Cavella v. MasterCard*, CT-002506-03 (Shelby Cty., TN), W2005-02422-SC-S09-CV (TN Sup Ct) (conditionally decertified on May 23, 2007); *Schrank v. Citibank*, 03 Civ. 2843 (SDNY, NY); Proposed statewide classes: **Fischer v. MasterCard*, 0360US72/2003 (NY Cty., NY); **Friedman v. MasterCard*, CV 04-539330 (Cuyahoga Cty., OH); **Gastineau v. MasterCard*, CV 2004-283 (London Cty., AK); **Gillard v. MasterCard*, 03 CH06559 (Cook Cty., IL), 05-3143 (IL Ct App, 1st Dist); **Hernandez v. MasterCard*, C-1058-03-C (Hidalgo Cty., TX); **Johnson v. MasterCard*, 02-C7-04-008691 (Ramsey Cty., MN); **Perry v. MasterCard*, CV 2003-007154 (Maricopa Cty., AZ); **Robin v. MasterCard*, 03-09068 CA 20 (Dade Cty., FL), 3D05-2373 (FL Ct App, 3rd Dist); **Salkin v. MasterCard*, 002648 (Phila. Cty., PA), 1741 EDA 2005 (PA Super Ct, Eastern Dist); *Sinzera v. Bank of America*, C036-858404 (NDCA, CA) (transferred to MDL 1409, at 07-CV-05583); **Stridstein v. MasterCard*, 03 Civ 9826 (SDNY, NY); Proposed nationwide classes: *Carsten v. Diners Club*, 01 Civ 10657 (SDNY, NY); **Galligan v. MasterCard*, 042-07768 (St. Louis, MO) (nationwide, except IL, and CA) (subject to signing the settlement agreement); **Mattingsly v. Visa*, RG05196142 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard); **Shivrie v. Visa*, RG04156097 (Alameda Cty., CA) (nationwide for Visa; CA for MasterCard; also on behalf of general public); Includes proposed nationwide class: **Baker v. Visa*, 06-CV-15447 (SDNY, NY) (coordinated or consolidated with MDL 1409); General public nationwide: *Schwartz v. Visa*, 822404-4 (Alameda Cty., CA) (CA general public only for MasterCard); A105222 (CA Ct App, 1st Dist), S-138751 (CA Sup Ct). For more information about these cases, go to: www.ccfsettlement.com, or call: 1-800-945-9890.

EXHIBIT E

EXHIBIT G

REVISED CLASS AND SETTLEMENT NOTICE PLAN

This Revised Class and Settlement Notice Plan amends and supersedes the Class and Settlement Notice Plan that was attached as Exhibit G to the Stipulation and Agreement of Settlement dated July 20, 2006. The Parties, after substantial discovery and investigation of the facts and careful consideration of the applicable law, after arm's length negotiations conducted with the assistance of, inter alia, the JAMS dispute resolution mediation proceedings before the Honorable Edward A. Infante as to the nature and scope of the plan for disseminating notice to members of the Settlement Classes,¹ and after discussions with Francis McGovern, who has been appointed by the Court as Special Master in the Litigation, Analysis Research Planning Consulting ("ARPC"), which has been retained as consultants to the Special Master, and the Claims Administrator Heffler, Radetich & Saitta, as to the nature and scope of the plan for disseminating revised class and settlement notice to members of the Settlement Classes, the content of the revised class and settlement notice via mailed notice (the "Revised Notice of Pendency and Settlement of Class Action," attached hereto as Exhibit 1), via notice to Government Agencies and/or Companies (the "Agency/Company Notice," attached hereto as Exhibit 2 and the "Supplemental Agency/Company Notice," attached hereto as Exhibit 3), via publication notice (the "Revised Publication Notice," attached hereto as Exhibit 4),² and the content and design of the revised claim forms (the "Revised

¹ The capitalized words and terms used in this Revised Class and Settlement Notice Plan shall have the meaning ascribed to them in the Settlement Agreement.

² To the extent any description pertaining to the State FX Cases is no longer accurate in the Revised Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, or the Revised Publication Notice at the time the Notices are to be finalized for dissemination pursuant to this Revised Class and Settlement Notice Plan, the Notices shall be updated as appropriate by agreement of the Parties.

Claim Forms,” attached hereto as Exhibit 5³), have agreed to this Revised Class and Settlement Notice Plan in connection with this Settlement Agreement.

1. **Identification of Certain Members of the Settlement Damages Class**

(a) Each Bank Defendant shall, at its own expense, use reasonable efforts to identify members of the Settlement Damages Class who used a Credit Card issued by that Bank Defendant to make a Credit Card Foreign Transaction between the starting date identified below for each Bank Defendant and the date of Preliminary Approval (“Targeted Credit Cardholders”):

- (i) Bank of America—from February 2001 (for accounts subject to a Foreign Transaction Fee of 2% or more), and from July 2003 (all accounts);
- (ii) JPMorgan Chase—from July 2002;
- (iii) Citibank—from January 2003;
- (iv) Household—from April 2002;
- (v) Washington Mutual (with respect to former Provident accounts only)—generally from August 2003, and December 2002 for cardholders who opened their accounts after December 2002; and
- (vi) MBNA—from January 2003.

³ The Parties anticipate two versions of the Revised Claim Forms: one to be sent to Targeted Cardholders (“Targeted Revised Claim Forms”) and one to be sent to anyone who submits a request to the Claims Administrator, the IVR line, or any other source from which claim forms are available or to anyone who downloads Revised Claim Forms from the website (“Nontargeted Revised Claims Forms”). The term “Revised Claim Forms” as used in this Revised Class and Settlement Notice Plan refers to both Targeted Revised Claim Forms and Nontargeted Revised Claim Forms, unless a distinction is specifically drawn.

The foregoing start dates correspond to the dates for which the Bank Defendants have records that may be searched, at reasonable effort and expense, for Credit Card Foreign Transactions.

(b) JPMorgan Chase and Bank of America shall, each at its own expense, use reasonable efforts to identify members of the Settlement Damages Class who used a Debit Card issued by JPMorgan Chase or Bank of America, respectively, to make a Debit Card Foreign Transaction between the starting date identified below and the date of Preliminary Approval ("Targeted Debit Cardholders"), as follows:

(i) JPMorgan Chase—from September 2004 for accounts that were opened with Bank One, N.A., or any of its affiliates ("Bank One"), and from February 2002 for accounts opened with Chase Manhattan Bank ("Chase"); and

(ii) Bank of America—from July 2003 (Point of Sale transactions), and November 2005 (ATM transactions).

The foregoing start dates correspond to the dates for which JPMorgan Chase and Bank of America have records that may be searched, at reasonable effort and expense, for Debit Card Foreign Transactions.

2. **Direct Notice Via Stand-Alone Mailing.**

(a) Pursuant to the Class and Settlement Notice Plan approved by the Court on November 8, 2006, each Bank Defendant has previously sent the Notice of Pendency and Settlement of Class Action and the Claim Form, in a form substantially similar to that approved by the Court on November 8, 2006, via inserts within monthly billing statements sent via direct mail ("Statement Insert Notice") to those Targeted Cardholders

identified by that Bank Defendant who received a billing statement from that Bank in the month that the Bank Defendant sent the Statement Insert Notice.

(b) The Claims Administrator shall send each Targeted Credit Cardholder and Targeted Debit Cardholder (together, "Targeted Cardholders") the Revised Notice of Pendency and Settlement of Class Action and the Targeted Revised Claim Forms via a presorted, stand-alone direct mailing ("Stand-Alone Mailing") if a current or last-known address for that Cardholder can reasonably be identified, except with respect to Government and Company Credit Cards as to which a Bank Defendant or the Claims Administrator sends direct notice under section 3 or 4 below.

(c) Pursuant to the Court's Order dated September 4, 2007, the Bank Defendants shall provide to the Claims Administrator the names, available addresses, and available last four digits of social security numbers of Targeted Cardholders. Each Bank Defendant will provide this information to the Claims Administrator in an electronic form agreed to by each respective Bank Defendant and the Claims Administrator (an "Agreed Electronic Form"). Each Bank Defendant shall provide such information to the Claims Administrator on or before September 25, 2007, unless otherwise ordered by the Court. The Claims Administrator shall be responsible for updating the addresses provided to it pursuant to this section 3(b).

(d) In an effort to eliminate the dissemination of duplicative notice to members of the Settlement Damages Class, the Claims Administrator shall engage in a "de-duping" process aimed at identifying Targeted Cardholders with multiple accounts for which one or more Bank Defendants has identified a Foreign Transaction.

(e) The Bank Defendants' agreement to provide any cardholder information as set forth in section 3(b) above shall be contingent upon the Claims Administrator's verification that it follows security procedures equivalent to those required by the Bank Defendants in similar circumstances when transmitting cardholder information to third parties,⁴ including, without limitation, the execution of the Confidentiality Order described in section 20 of the Settlement Agreement.

(f) The Claims Administrator will send Stand-Alone Mailings to Targeted Cardholders between November 23-30, 2007, unless otherwise ordered by the Court.

⁴ Such procedures include (a) Bank Defendants' right to audit the third party's compliance with these terms, subject to payment of a reasonable fee by any Bank Defendant(s) requesting such audit, (b) no sub-contracting by the third party, except with respect to printing and mailing of Stand Alone Mailings, in which case the Claims Administrator must inform Bank Defendants by October 15, 2007 of the identity of any sub-contractors, each of whom must also agree to be bound by the provisions of the protective order and this footnote, (c) retention of information on a secure server with limited access, accessible only by authorized persons, password protected, and without any commingling with other data, (d) no transmission of data by email or similar means, except that the Claims Administrator may communicate with Claimants by e-mail (but may not communicate account or social security numbers by e-mail), (e) no transmission or transportation of data without written consent of the provider, except that data may be transmitted by the Claims Administrator to a subcontractor for purposes of mailing Stand Alone Mailings without consent of the provider as to the timing of such transmissions, (f) all transmission or transportation to be in an encrypted format, (g) any transportation to require that the data be in the continuous presence of an authorized individual, (h) if reduced to paper, the data must be maintained in a secure area, under lock and key, accessible only by authorized individuals and not commingled with other data, (i) agreement by the third party to the Bank Defendant's privacy promise, (j) completion of a data security form/questionnaire supplied by Bank Defendants, (k) notification of any unauthorized access to data, and agreement to pay costs of notification and other expenses caused by a loss or misuse of the data, (l) a provision prohibiting use of the information for purposes other than the settlement process, (m) a certification of destruction of the information within 2 years after the notice and administration program has ended, and (n) a prohibition of access to the information by anyone with a felony conviction.

(g) The Claims Administrator will send a letter in a form substantially similar to the form attached hereto as Exhibit 6 to any Claimant who filed a Claim prior to the date of the Stand-Alone Mailing described in paragraph 2(b) of this Revised Class and Settlement Notice Plan.

3. **Direct Notice - Credit Cards Issued Pursuant to a Contract Between a Bank Defendant and a Government Agency**

(a) If a Bank Defendant issues Credit Cards, pursuant to a contract between that Bank Defendant and any U.S. federal, state, or local government agency (“Government Agency”), to employees of that Government Agency for use for transactions related to their Government Agency employment, on which such employees incur charges and the Government Agency reimburses its employees or pays the Bank Defendant for the charges (“Government Credit Cards”), that Bank Defendant may provide direct mailed notice with respect to such Government Credit Cards, via the Agency/Company Notice, to that Government Agency rather than to such Government Agency’s employees; provided, however, that a Bank Defendant may send the Agency/Company Notice to an Agency by electronic means rather than by mail if that Bank Defendant’s normal business practice is to communicate with such Agency by such electronic means, as certified by such Bank Defendant. With respect to those Cards, a Bank Defendant may also provide the Agency/Company Notice to a Government Agency, rather than individual notice to the Government Agency’s employees, if the Bank Defendant’s contract with that Government Agency designates the Government Agency to receive notices relevant to that contract.

(b) If a Bank Defendant previously sent the Agency/Company Notice to an Agency, then it (or, at the Bank Defendant's option, the Claims Administrator) shall send the Supplemental Agency/Company Notice to that Agency no more than ten (10) days after the Claims Administrator finishes sending Stand Alone Mailings to Targeted Cardholders, unless otherwise ordered by the Court.

4. **Direct Notice—Credit or Debit Cards Issued Pursuant to a Contract Between a Bank Defendant and a Corporation**

(a) If a Bank Defendant issues Credit Cards, pursuant to a contract between that Bank Defendant and a company ("Company"⁵), to employees of that Company for use for transactions related to their Company employment, on which such employees incur charges and the Company reimburses its employees or pays the Bank Defendant for the charges ("Company Credit Cards") or if JPMorgan Chase or Bank of America issues Debit Cards, pursuant to a contract between JPMorgan Chase or Bank of America and a Company, to employees of that Company for use for transactions related to their Company employment and providing access to deposits or other assets belonging to the Company ("Company Debit Cards"), that Bank Defendant may provide direct mailed notice with respect to such Company Credit and Debit Cards, via the Agency/Company Notice, to that Company rather than to such Company's employees; provided, however, that a Bank Defendant may send the Agency/Company Notice to a Company by electronic means rather than by mail if that Bank Defendant's normal business practice is to communicate with such Company by such electronic means, as certified by such Bank

⁵ For purposes of this Revised Class and Settlement Notice Plan, "Company" means any non-natural Person which is not a Government Agency.

Defendant. With respect to those Cards, a Bank Defendant may also provide the Agency/Company Notice to a Company, rather than individual notice to the Company's employees, if the Bank Defendant's contract with that Company designates the Company to receive notices relevant to that contract.

(b) If a Bank Defendant previously sent the Agency/Company Notice to a Company, then it (or, at the Bank Defendant's option, the Claims Administrator) shall send the Supplemental Agency/Company Notice to that Company no more than ten (10) days after the Claims Administrator finishes sending Stand Alone Mailings to Targeted Cardholders, unless otherwise ordered by the Court.

5. **Publication Notice.**

(a) As a supplement to the direct mail notice program contemplated by sections 2-4 herein, and in order to provide additional notice to the Settlement Injunctive Class, the Claims Administrator and/or Settlement Classes Counsel shall cause the Revised Publication Notice in the form attached hereto as Exhibit 4 to be disseminated in a variety of publications, as described below. The Revised Publication Notice shall run for the first time within three (3) weeks after the Settlement Administrator sends Stand Alone Mailings to Targeted Cardholders, unless otherwise ordered by the Court.

(b) **General Publications**

(i) *USA Today*, ¼ page, 2 times (2,254,787 circulation per run). The Revised Publication Notice shall be placed in the Lifestyle section which features articles on travel.

(ii) *Wall Street Journal*, 3 columns X 9 inches, 2 times (2,070,498 circulation per run). The Revised Publication Notice shall be placed in The Wall Street

Journal's weekly travel/leisure section, which is included in The Wall Street Journal's weekend edition.

- (iii) *Financial Times*, Worldwide edition, 1/4 page, 2 times 439,563 circulation per run).
- (iv) *Parade*, 1/2 page, 1 time (32,400,000 circulation per run).
- (v) *Arizona Republic*, 1/4 page, 1 time (421,599 circulation per run).
- (vi) *Boise Statesman*, 1/4 page, 1 time (68,624 circulation per run).
- (vii) *Burlington (VT) Free Press*, 1/4 page, 1 time (47,571 circulation per run).
- (viii) *Cincinnati Enquirer*, 1/4 page, 1 time (206,755 circulation per run).
- (ix) *Columbus Dispatch*, 1/4 page, 1 time (262,140 circulation per run).
- (x) *Des Moines Register*, 1/4 page, 1 time (156,333 circulation per run).
- (xi) *Detroit News & Free Press*, 1/4 page, 1 time (562,748 circulation per run).
- (xii) *Hartford Courant*, 1/4 page, 1 time (179,066 circulation per run).
- (xiii) *Honolulu Advertiser*, 1/4 page, 1 time (157,683 circulation per run).
- (xiv) *Indianapolis Star*, 1/4 page, 1 time (313,800 circulation per run).
- (xv) *Louisville Courier Journal*, 1/4 page, 1 time (216,335 circulation per run).

(xvi) *Milwaukee Journal Sentinel*, 1/4 page, 1 time (246,844 circulation per run).

(xvii) *Minneapolis Star Tribune*, 1/4 page, 1 time (375,836 circulation per run).

(xviii) *Nashville Tennessean*, 1/4 page, 1 time (190,930 circulation per run).

(xix) *New York Times*, 1/4 page, 1 time (1,100,700 circulation per run).

(xx) *Wilmington News Journal*, 1/4 page, 1 time (114,467 circulation per run).

(xxi) Other Publications. The Publication Notice shall be placed in the following publications, one time each:

Publication	Ad Size	Circulation
<i>Spirit</i> (Southwest Air)	half page	400,000
<i>Sky</i> (Delta)	half page	400,000
<i>Conde Nast Traveler</i>	half page	787,947
<i>Arthur Frommer's Budget Travel</i>	half page	575,000
<i>US Weekly</i>	half page	1,850,000

(xxii) The Revised Publication Notice shall also be disseminated via four releases on PR Newswire (US 1 Circuit)⁶ and through Google AdWords.

⁶ The second through fourth releases in PR Newswire are subject to PR Newswire's approval.

6. Internet / Website Notice.

The notice and claims administration website shall be maintained at www.ccfsettlement.com to, inter alia: (i) permit Persons to read and/or download the Revised Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, the Supplemental Agency/Company Notice, the Revised Non-Targeted Claim Forms, the Third Amended Complaint, the opt out forms, the Settlement Agreement, the prior consolidated complaints in the Litigation, information about the State FX Cases, including, without limitation, the operative complaints, certain court orders and decisions, courthouse and plaintiffs' counsel's names, address(es), and contact information, full docket numbers, and other pertinent documents or information agreed to in advance by the Parties; (ii) facilitate the dissemination of Revised Claim Forms to members of the Settlement Damages Class; and (iii) facilitate the answering of frequently asked questions ("FAQs") and/or to provide any updates agreed upon by the Parties. The website shall continue to be available in Spanish and offer Spanish-language versions of the Revised Notice of Pendency and Settlement of Class Action, the Revised Nontargeted Claim Forms, and answers to FAQs.

7. Telephone Support.

The Claims Administrator shall maintain the automated IVR telephone system that members of the Settlement Classes can reach through a toll-free number to, inter alia, obtain answers to FAQs and request the Revised Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, the Supplemental Agency/Company Notice, the Revised Nontargeted Claim Forms, the opt out forms, the Settlement Agreement, the Third Amended Complaint, recorded information about the

State FX Cases, including, without limitation, the operative complaints, certain court orders and decisions, courthouse and plaintiffs' counsel's names, address(es), and contact information, full docket numbers, and other documents or information agreed to in advance by the Parties. The IVR system shall continue to permit callers to hear options in Spanish and shall continue to offer callers who choose such an option Spanish-language versions of the Revised Notice of Pendency and Settlement of Class Action, the Revised Nontargeted Claim Forms, and answers to FAQs.

8. **Notice Costs.**

(a) Except as otherwise specified above, Settlement Notice and Administration Costs shall be paid from the Gross Settlement Fund.

(b) If any amount of Settlement Notice and Administration Costs is to revert to Defendants according to the terms and conditions set forth in section 3(g) of the Settlement Agreement, that amount shall revert to an account unanimously designated by the Defendants.

9. **Approval of Court Needed.**

The Parties recognize that all obligations in this Plan that constitute a change from the Class and Settlement Notice Plan preliminarily approved by the Court on November 8, 2006, require Court approval and will not become effective until such approval is granted. The Parties agree to use their best efforts to secure such approval.

EXHIBIT F

EXHIBIT H

REVISED PLAN OF ADMINISTRATION AND DISTRIBUTION

After substantial discovery and investigation of the facts and after carefully considering the applicable law, after the Parties have met and conferred and conducted arm's length settlement negotiations in connection with, inter alia, the JAMS dispute resolution mediation proceedings before the Honorable Edward A. Infante as to the nature and scope of the plan for settlement administration and claims process, and following commencement of the original notice plan contemplated by Exhibit G to the Stipulation and Agreement of Settlement dated July 20, 2006, and after discussions with Professor Francis McGovern, who has been appointed by the Court Special Master in the Litigation, Analysis Research Planning Consulting ("ARPC"), which has been retained as consultants to the Special Master, and the Claims Administrator Heffler, Radetich & Saitta, as to the nature and scope of the plan for disseminating revised class and settlement notice to members of the Settlement Damages Class, the Parties have agreed to the following Revised Plan of Administration and Distribution in connection with this Settlement Agreement:¹

¹ The capitalized words and terms used in this Plan of Administration and Distribution shall have the meaning ascribed to them in the Settlement Agreement and the Class and Settlement Notice Plan (Exhibit G to the Settlement Agreement).

1. **Claims Administrator.**

(a) The Parties have selected, and the Court has approved, Heffler, Radetich & Saitta, L.L.P. ("Heffler") as the Claims Administrator. The Parties' selection of Heffler as Claims Administrator is subject to Heffler's compliance with all provisions of the Settlement Agreement and all exhibits thereto, including the Revised Class and Settlement Notice Plan.

(b) If the Parties determine that Heffler cannot satisfy the conditions set forth in the preceding paragraph, then the Parties shall select a different Person to serve as Claims Administrator, subject to Court approval. If the Parties cannot reach such agreement, Plaintiffs' Co-Lead Counsel or Settlement Classes Counsel, as applicable, and Defendants each shall provide a list of three Persons from which Professor Francis McGovern shall select one Person to serve as the Claims Administrator.

(c) The Claims Administrator must provide a written certification that it is unrelated to, and independent of, the Defendants, within the meaning of Treasury Regulation §§ 1.468B-1(d) and 1.468B-3(c)(2)(A). Heffler has provided such a certification to each of the Parties.

2. **Paper and Electronic Claims.**

(a) Subject to Court approval, Targeted Credit Cardholders and Targeted Debit Cardholders will receive a Stand-Alone Mailing with Claim Forms for Refund Options 1, 2 and 3 in the forms attached as Exhibits 1 and 5 to the Revised Class and Settlement Notice Plan, except with respect to Government and Company Credit Cards or Company Debit Cards as to which a Bank Defendant sends direct notice under section 3 or 4 of the Revised Class and Settlement Notice Plan. Claim Forms for Refund Options 1, 2 and 3

shall also be available for download from the claims administration website, by calling the toll-free IVR telephone system referred to in section 4 of this Exhibit or Section 7 of the Revised Class and Settlement Notice Plan, or by writing to Settlement Classes Counsel.

(b) Members of the Settlement Damages Class shall be able to submit Claim Forms for Refund Options 1, 2 and 3 electronically on the notice and claims administration website, or by submitting paper Claim Forms via mail or fax.

3. **Notice and Claims Administration Website.**

The notice and claims administration website shall be maintained at www.ccfsettlement.com to, inter alia: (i) permit Persons to read and/or download the Revised Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, the Supplemental Agency/Company Notice, the Revised Claim Forms, the opt out forms, the Third Amended Complaint, the Settlement Agreement, the prior consolidated complaints in the Litigation, information about the State FX Cases, including, without limitation, the operative complaints, certain court orders or decisions, courthouse and plaintiffs' counsel's names, address(es), and contact information, full docket numbers, and other pertinent documents or information agreed to by the Parties; (ii) facilitate the dissemination of Revised Claim Forms to members of the Settlement Damages Class; (iii) facilitate the submission of Revised Claim Forms by enabling Settlement Damages Class Members to print paper Claim Forms and by allowing the electronic submission of Claim Forms; and (iv) facilitate the answering of frequently asked questions ("FAQs") and/or to provide any updates agreed upon by the Parties. The website shall be available in Spanish and offer Spanish-language versions of the Revised

Notice of Pendency and Settlement of Class Action, the Revised Claim Forms, and answers to FAQs.

4. **Telephone Support.**

The Claims Administrator shall maintain the automated IVR telephone system that members of the Settlement Classes can reach through a toll-free number to, inter alia, obtain answers to FAQs and request the Revised Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, Supplemental Agency/Company Notice, the Revised Claim Forms, the opt out forms, the Third Amended Complaint, the Settlement Agreement, recorded information about the State FX Cases, including, without limitation, the operative complaints, certain court orders or decisions, courthouse and plaintiffs' counsel's names, address(es), and contact information, full docket numbers, and other documents or information agreed to in advance by the Parties. The IVR system shall permit callers to hear options in Spanish and shall offer callers who choose such an option Spanish-language versions of the Revised Notice of Pendency and Settlement of Class Action, the Revised Claim Forms, and answers to FAQs.

5. **Claims Verification / Documentation / Dispute Resolution.**

(a) Claimants shall be required to certify that the information they provide on their claim forms is true and correct to the best of their knowledge.

(b) All Claim Forms shall be subject to anti-fraud procedures and random and/or selective audits. The Claims Administrator shall be responsible for developing an appropriate plan to audit Claims Forms (an "Audit Plan"). The Claims Administrator shall provide its Audit Plan to the Parties before beginning any audits, and the Parties shall inform the Claims Administrator of any objections or proposed changes to the Audit

Plan within 15 days of receiving the Audit Plan. If the Parties and Heffler cannot agree upon an Audit Plan within 15 days after receiving any objections, then the issue shall be submitted to mediation proceedings before Professor Francis McGovern.

(c) The Claims Administrator may, in its discretion, require any Claimant who submits a Claim Form to substantiate his/her/its Claim Form with supporting documentation in the form of monthly billing statements, annual summaries of charges, Credit Card or Debit Card receipts, or other documentation deemed appropriate by the Claims Administrator to substantiate his/her/its Claim Form. If a Claimant is unable to substantiate his/her/its Claim Form, the Claims Administrator may reduce or reject the amount payable to the Claimant, as appropriate.

(d) If a Bank Defendant issues Government Credit Cards as defined in the Revised Class and Settlement Notice Plan, and the Bank Defendant provided direct notice of the settlement to a Government Agency rather than the Government Agency's employees pursuant to section 3 of the Revised Class and Settlement Notice Plan, the Government Agency may submit a Claim Form² based on Foreign Transactions incurred on such Government Credit Cards, as specified in the Agency/Company Notice. The Government Agency must provide a list of account numbers on which its Claim Form is based. The Claims Administrator shall deny any portion of any Claim Form submitted by an individual Claimant that is based on one or more Foreign Transactions on a Government Credit Card for which a Government Agency has submitted a Claim Form.

² When referring to a Government Agency or Company, the term "Claim Form" refers to secure on-line claim submissions or the Claim Disk, as set forth in the Agency/Company Notice.

(e) If a Bank Defendant issues Company Credit Cards and/or Company Debit Cards as defined in the Revised Class and Settlement Notice Plan, and the Bank Defendant provided direct notice of the settlement to a Company rather than the Company's employees pursuant to section 4 of the Revised Class and Settlement Notice Plan, the Company may submit a Claim Form based on Foreign Transactions incurred on such Company Credit and/or Debit Cards, as specified in the Agency/Company Notice. The Company must provide a list of account numbers on which its Claim Form is based. If a Company submits a Claim Form for its Company Credit and/or Debit Cards, individual cardholders may not submit a Claim Form for those accounts, and the Claims Administrator shall deny any portion of any Claim Form submitted by an individual Claimant that is based on one or more Foreign Transactions on a Company Credit or Debit Card for which a Company has submitted a Claim Form.

(f) Bank Defendants shall make available, free of charge, monthly billing statements or similar electronically retrievable information to any Settlement Damages Class Member who requests such statements or information because he/she/it intends to use the statement(s) or information to substantiate a Claim Form, provided that the Settlement Damages Class Member identifies by month the requested statements or information and states that the purpose of the request is to substantiate transactions listed on a Claim Form.

(g) All Claim Forms must be submitted by the date specified in the Revised Notice of Pendency and Settlement of Class Action, the Supplemental Agency/Company Notice, and/or the Revised Claim Forms unless such period is further extended by order of the Court. If submitted to the Claims Administrator by mail, a Claim Form shall be

deemed to have been submitted when posted if received with a postmark indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions thereon. If submitted to the Claims Administrator by private courier (*e.g.*, Federal Express, UPS, etc.), a Claim Form shall be deemed to have been submitted on the shipping date reflected on the shipping label. If submitted to the Claims Administrator electronically, a Claim Form shall be deemed to have been submitted on the date it is uploaded to the claims administration website. If submitted to the Claims Administrator by fax, a Claim Form shall be deemed to have been submitted on the date recorded on the fax line. Each member of the Settlement Damages Class who fails to file a Claim Form by such specified date, and/or who files a Claim Form that is invalid according to the terms and conditions of this section and the Settlement Agreement, shall not be entitled to receive any payment from the Net Settlement Fund but shall still be a Settlement Damages Class Member bound by the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment and Order of Dismissal.

(h) Each Claim Form shall be submitted and reviewed by the Claims Administrator, and the Claims Administrator shall determine if any Claim Form should be rejected according to the terms and conditions herein.

(i) Prior to the rejection of a Claim Form, the Claims Administrator, under the supervision of Settlement Classes Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claim Form it proposes to reject in whole or in part, setting forth the reasons therefore, and shall provide each Claimant the opportunity to remedy all curable deficiencies in his/her/its Claim Form within forty-five (45) days of mailing of the notice of rejection. A Claimant shall only receive a single forty-five day period in

which to remedy any deficiencies in a Claim Form (i.e., if the initial claim is rejected, the Claimant attempts to cure, and the claim is then rejected again, the Claimant will not receive a second forty-five day cure period). The Claims Administrator shall also indicate in such notice that the Claimant has the right to further review by the Claims Administrator if the Claimant so desires and if the Claimant, within forty-five (45) days after the date of mailing of a notice of rejection (including, if applicable, within forty-five days of mailing a notice of rejection following an attempt to cure made in response to an initial notice or rejection), serves upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the proposed rejection along with any supporting documentation and requesting a review thereof. In addition, any Claimant shall have the right to review by the Claims Administrator of any dispute regarding the amount of any distribution to such Claimant, provided that such Claimant shall, within forty-five (45) days after receiving such distribution, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the amount of the distribution along with any supporting documentation and requesting a review thereof. The Claims Administrator's determination of the validity and/or amount of claims shall be final.

(j) The Claims Administrator shall send Settlement Damages Class Members who previously submitted a claim under the claims procedure preliminarily approved by the Court on November 8, 2006, a notice of his/her/its right to submit an alternative claims form under Refund Option 2 to replace the original claims form.

6. Calculation of Claims.

(a) The Claims Administrator, under the supervision of Settlement Classes Counsel, and subject to the supervision, direction, and express prior approval of the Court, shall administer and calculate the claims submitted by Claimants and oversee distribution of the Net Settlement Fund finally awarded by the Court to Authorized Claimants.

(b) In order to facilitate the expeditious processing and calculation of Claims for Refund Option 3, certain assumptions and procedures described in this subsection 6.b will be used for administrative convenience only. This subsection 6.b shall apply only for purposes of Refund Option 3, The Claims Administrator shall assume that a 1% Foreign Transaction Fee was applied to each Foreign Transaction on Credit Cards issued by a non-defendant bank or Debit Cards issued by a bank other than JPMorgan Chase or Bank of America that an Authorized Claimant lists on his/her/its Claim Form. With respect to Foreign Transactions on Credit Cards of the Bank Defendants or Debit Cards of JPMorgan Chase or Bank of America, unless the Claims Administrator can determine otherwise based on information provided on a Claim Form or pursuant to this Revised Plan of Administration and Distribution, the Claims Administrator shall assume that a Foreign Transaction Fee was applied to each Foreign Transaction that an Authorized Claimant lists on his/her/its Claim Form, at a rate as specified in the following schedule ("Schedule"):

- (i) Bank of America: 3% on Foreign Transactions dated January 1, 2001, or later on Credit Cards not in the Small Business card, Commercial Card, Government Card, Daimler Chrysler, or Alaska Canada portfolios;

3% on Foreign Transactions dated January 1, 2004 or later on Credit Cards in the Alaska Canada portfolio; 3% on Foreign Transactions dated January 1, 2005, or later on Credit Cards in the Small Business portfolio; 3% on Foreign Transactions dated January 1, 2001, or later on Debit Cards not in the Small Business card portfolio; and 3% on Foreign Transactions dated January 1, 2006, or later on Debit Cards in the Small Business portfolio. All others 1%.

(ii) JP Morgan Chase: 3% on Foreign Transactions dated January 1, 2000, or later on Credit Cards that originated with Chase Manhattan Bank USA, N.A.; 3% on Foreign Transactions dated January 1, 2000, or later on Credit Cards that originated with First USA Bank, N.A. or Bank One, Delaware, N.A. and that were not in the United or Marriott portfolios; 3% on Foreign Transactions dated January 1, 2002, or later on Credit Cards that originated with First USA or Bank One, Delaware, N.A., in the United or Marriott portfolios; 3.5% on Foreign Transactions dated January 1, 1999, or later on Debit Cards issued on accounts that originated with Chase; and 3% on Foreign Transactions dated January 1, 1999, or later on Debit Cards issued on accounts that originated with Bank One. All others 1%.

(iii) Citibank: 3% on Foreign Transactions dated January 1, 1999, or later on Citibank-issued Credit Cards (excluding Diners Club-branded Credit Cards, but including Washington Mutual Credit Cards issued by Citibank), 2% on Foreign Transactions dated January 1, 1999, through

December 31, 2004, on Diners Club-branded Credit Cards, and 3% on Foreign Transactions dated January 1, 2005, or later on Diners Club-branded Credit Cards. All others 1%.

(iv) Household: 3% on Foreign Transactions dated January 1, 2000, or later on Credit Cards in the General Motors portfolio. All others 1%.

(v) Washington Mutual: 5% on Foreign Transactions dated between January 1, 1998, and December 31, 1999, on Credit Cards issued by Providian; 3% on Foreign Transactions dated between January 1, 2000, and December 31, 2005, on Credit Cards issued by Providian. All others 1%.

(vi) MBNA: 2% on Foreign Transactions dated between January 1, 2002, and December 31, 2004, on Credit Cards in the business card portfolio; 3% on Foreign Transactions dated January 1, 2005, and later on Credit Cards in the business card portfolio; and 3% on Foreign Transactions dated January 1, 2005, and later on Credit Cards not in the business card portfolio. All others 1%.

Notwithstanding the foregoing, if an Authorized Claimant does not provide his/her/its account number, then the Claims Administrator shall assume that a 1% Foreign Transaction Fee was applied to each Foreign Transaction that the Authorized Claimant lists on his/her/its Claim Form, unless the Claims Administrator can determine based on the information submitted on the Claim Form, the information in the Schedule, and, where applicable, the data that Household, JPMorgan Chase, Bank of America, and

MBNA have provided the Claims Administrator pursuant to subsection 6(d) of the original Plan of Administration and Distribution, that a rate other than 1% applies.

(c) To the extent it has not already been provided, the list of Targeted Credit Cardholders and (if applicable) Targeted Debit Cardholders transmitted to the Claims Administrator by Household shall include data sufficient to indicate whether an account is or is not a General Motors card. In addition, Household shall provide the Claims Administrator with information sufficient to identify the BIN number(s) for General Motors cards. The list of Targeted Credit Cardholders transmitted to the Claims Administrator by JPMorgan Chase shall include data sufficient to indicate whether an account is or is not a United or Marriott Card. In addition, JPMorgan Chase shall provide the Claims Administrator with information sufficient to identify the BIN number(s) for United and Marriott Credit Cards; data sufficient to indicate whether a Debit Card account originated with Bank One or Chase; and information sufficient to distinguish the BIN number(s) for Debit Card accounts that originated with Bank One from Debit Card accounts that originated with Chase. The list of Targeted Credit Cardholders transmitted to the Claims Administrator by Bank of America shall include data sufficient to indicate whether an account is or is not a Small Business card, a Commercial card, a Government card, a Daimler Chrysler card, or an Alaska Canada card. In addition, Bank of America shall provide the Claims Administrator with information sufficient to identify the BIN number(s) for Small Business, Commercial, Government, Daimler Chrysler, or Alaska Canada cards. The list of Targeted Debit Cardholders transmitted to the Claims Administrator by Bank of America shall include data sufficient to indicate whether an account is or is not a Small Business card. In addition, Bank of America shall provide

the Claims Administrator with information sufficient to identify the BIN number(s) for Small Business cards. The list of Targeted Credit Cardholders transmitted to the Claims Administrator by MBNA shall include information sufficient to indicate whether an account is or is not in the business card portfolio. In addition, MBNA shall provide the Claims Administrator with information sufficient to identify the BIN number(s) or other identifying numerical information for accounts in the business card portfolio.

(d) If any Bank Defendant charged different Foreign Transaction Fees on different groups of accounts during the same calendar year that are not reflected in the Schedule, then if it has not already done so, that Bank Defendant shall provide the Claims Administrator, where reasonably available, with information to identify the BIN number(s) or other account-identifying numerical information of any group of accounts that can be identified by BIN or other identifying numerical information in which the Bank Defendant can determine that at least 95% of the accounts with a Foreign Transaction were charged a Foreign Transaction Fee of less than 3% during the specified calendar year; provided, however, that nothing in this subsection 6(e) shall require any Bank Defendant to provide such information as to any accounts that were subject to individually-negotiated Foreign Transaction Fees.

(e) After Final Settlement Approval and entry by the Court of an order approving disbursement of the Net Settlement Fund to Authorized Claimants according to the terms and conditions of this Revised Plan of Administration and Distribution, the Claims Administrator shall calculate a payment amount for each Authorized Claimant (a "Preliminary Payment Calculation"), as follows:

- (i) For claims forms determined by the Claims Administrator to have been properly submitted using Refund Option 1, \$25 (the "Minimum Payment").
- (ii) For claims forms determined by the Claims Administrator to have been properly submitted using Refund Option 2, the greater of (1) the Minimum Payment or (2) an amount equal to 1% multiplied by the foreign transaction amount calculated using an algorithm prepared by ARPC in conjunction with the Claims Administrator, and agreed upon by the parties ("Algorithm").
- (iii) For claims forms determined by the Claims Administrator to have been properly submitted using Refund Option 3 or using the claims procedure preliminarily approved by the Court on November 8, 2006, the greater of (1) the Minimum Payment or (2) 100% of the Foreign Transaction Fees on his/her/its Foreign Transactions determined by the Claims Administrator to have been properly submitted on his/her/its Claim Form.
- (iv) For claims forms determined by the Claims Administrator to have been properly submitted by an Agency or Company via online submission or a Claim Disk, the greater of (1) the Minimum Payment or (2) 100% of the Foreign Transaction Fees on all Foreign Transactions made on all Government Credit Cards, Company Credit Cards, and/or Company Debit Cards listed in the Agency's or Company's Claim Form.
- (f) Each Authorized Claimant shall receive an amount as follows:
- (i) In the event that all Preliminary Payment Calculations can be paid from the monies available in the Net Settlement Fund, each Authorized Claimant shall receive the amount of his/her/its Preliminary Payment Calculation. In the interests of administrative convenience, in the event that monies would remain in the Net Settlement

Fund after the payment of all Preliminary Payment Calculations, any payment to Authorized Claimants shall be increased on a pro-rated basis among all Authorized Claimants to the extent that the total payments due to all Authorized Claimants would not exceed all the monies in the Net Settlement Fund. It is understood and agreed that no allocations or payments made pursuant to this subsection would be permitted to consume those monies reasonably estimated to be necessary to pay the remaining expenses and obligations of either the Gross Settlement Fund or the Net Settlement Fund, as described in the Settlement Agreement.

(ii) In the event that the Net Settlement Fund does not have enough money to pay all Authorized Claimants the full amount of their Preliminary Payment Calculation, then each Authorized Claimant shall receive the amount of his/her/its Preliminary Payment Calculation, reduced as follows:

(1) First, Preliminary Payment Calculations greater than \$225 shall be reduced on a pro-rated basis up to the greater of (a) 50% of the Preliminary Payment Calculation or (b) \$225 (the "Initially Reduced Payments");

(2) Second, if the Net Settlement Fund does not have enough money to pay both the Preliminary Payment Calculations that were not reduced pursuant to Section 6(f)(ii)(1) and the Initially Reduced Payments, then the following payments shall be reduced on a pro-rated basis to no lower than the Minimum Payment: (a) Initially Reduced Payments that were reduced by less than 50% shall be reduced up to 50% of the Preliminary Payment Calculation and (b) Preliminary Payment Calculations between \$25.01 and \$224.99 shall be reduced up to 50% of the Preliminary Payment Calculation (the "Secondary Reduced Payments");

(3) Third, if the Net Settlement Fund does not have enough money to pay all of (i) the Preliminary Payment Calculations that were not reduced pursuant to Sections 6(f)(ii)(1)-(2) (i.e., the Minimum Payments), and (ii) the Preliminary Payment Calculations that were reduced pursuant to Sections 6(f)(ii)(1)-(2), then both the Minimum Payments and the Preliminary Payment Calculations that were reduced pursuant to Sections 6(f)(ii)(1)-(2) shall all be reduced on a pro rated basis.

(4) Prior to final distribution, the parties will jointly seek an order approving the implementation of the planned allocation as set forth above and authorizing the payments to claimants.

7. **Claim Payments.**

After Final Settlement Approval and entry by the Court of an order approving disbursement of the Net Settlement Fund to Authorized Claimants according to the terms and conditions of this Plan of Administration and Distribution, the Claims Administrator shall send payments from the Net Settlement Fund to Authorized Claimants in the form of checks, as follows:

(a) Claim Forms resulting in a payment from the Net Settlement Fund of \$50 or less shall be sent by the Claims Administrator via a self-mailer check.

(b) Claim Forms resulting in a payment from the Net Settlement Fund of over \$50 to Authorized Claimants shall be processed as letter checks and sent by the Claims Administrator via first class mail.

8. **Data Sources.**

In making any determination or providing information required under this Revised Plan of Administration and Distribution, each Defendant may rely on a

reasonable investigation of readily available information. In any circumstance in which information is not readily available to a Defendant, that Defendant may perform all of its obligations under this Revised Plan of Administration and Distribution based on a good faith estimate of such information or based upon information that the Defendant elects to obtain from any third party, or the Defendant may proceed as if such information is unavailable or nonexistent. This provision is intended to provide Defendants with discretion in making any determination or providing any information under this Revised Plan of Administration and Distribution, in order to facilitate settlement and finality in an efficient and equitable manner.

9. Cy Pres

Subject to approval by the Court, after Final Settlement Approval and after all payments are made to Authorized Claimants from the Net Settlement Fund pursuant to section 6 of this Revised Plan of Administration and Distribution, if any monies remain in the Fund, they shall be distributed to charitable organizations (other than religious organizations) selected by Settlement Classes Counsel, subject to Defendants' consent, which shall not be unreasonably withheld. A Defendant may reasonably withhold consent if an organization selected by Settlement Classes Counsel sues or advocates against the interests of that Defendant. Any organization selected by Settlement Classes Counsel must, at the time it receives a distribution, provide educational or health services (but not legal, advocacy, or lobbying services) to persons of inadequate means, be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, and be unrelated to Defendants within the meaning of Treasury Regulation §§ 1.468B-1(d) and 1.468B-3(c)(2)(A). Before receiving any distribution described in the prior sentence, said

organization shall provide a written certification to that effect to Settlement Classes Counsel and counsel for each Defendant. For the avoidance of doubt, a Charitable Organization shall not use monies received under this section 9 for legal, advocacy, or lobbying purposes. Representative Plaintiffs and Plaintiffs' Co-Lead Counsel or Settlement Classes Counsel, as applicable, agree, and the Charitable Organizations will be required to agree as a condition of receiving any of the remaining monies, (1) that the organization is subject to the terms of this section 9 and the jurisdiction of the Court and (2) not to publicize or disclose in any manner that the monies were distributed by the Settlement Fund, that the Settlement Fund was created by contributions from the Defendants, or that the distributions are in any way related to the Litigation, except as may be required by law.

10. **Administration Costs.**

(a) Except as otherwise specified above, Settlement Notice and Administration Costs shall be paid from the Gross Settlement Fund.

(b) If any amount of Settlement Notice and Administration Costs is to revert to Defendants according to the terms and conditions set forth in section 3(g) of the Settlement Agreement, that amount shall revert to an account unanimously designated by the Defendants.