

EXHIBIT G

**CLASS AND SETTLEMENT NOTICE PLAN**

After substantial discovery and investigation of the facts and after carefully considering the applicable law, and 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 disseminating class and settlement notice to members of the Settlement Classes,<sup>1</sup> the content of the class and settlement notice via mailed notice (the "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), via publication notice (the "Publication Notice," attached hereto as Exhibit 3),<sup>2</sup> and the content of the claim form (the "Claim Form," attached hereto as Exhibit 4), the Parties have agreed to the following 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"):

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

<sup>2</sup> To the extent any description pertaining to the State FX Cases is inaccurate in the Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, or the Publication Notice at the time the Notices are to be finalized for dissemination pursuant to this Class and Settlement Notice Plan, the Notices shall be updated as appropriate by agreement of the Parties.

- (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.

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 – Credit Card Foreign Transactions (Via Statement Inserts).**

(a) Each Bank Defendant shall send the Notice of Pendency and Settlement of Class Action and the Claim Form via inserts within a monthly billing statement sent via direct mail (“Statement Insert Notice”) to those Targeted Credit Cardholders who (i) that Bank Defendant identifies pursuant to the efforts described in section 1(a) above and (ii) are sent a monthly billing statement on a Credit Card by U.S. mail from that Bank Defendant in the billing cycle in which the Statement Insert Notice is mailed, except (x) with respect to Government and Company Credit Cards as to which a Bank Defendant sends direct notice under section 5 or 6 below, and (y) as to any cardholders for which a Bank Defendant is contractually prohibited from sending Statement Insert Notice (which cardholders shall receive Stand-Alone Mailing as set forth in section 3 below).

(b) Statement Insert Notice shall be sent to Targeted Credit Cardholders by the Bank Defendants in only one monthly billing cycle for each portfolio. Each Bank Defendant shall commence sending Statement Insert Notice to each of its portfolios within 140 days after Preliminary Approval. Settlement Classes Counsel shall cause copies of the Statement Insert Notices to be delivered to the locations specified by each Bank Defendant at least two weeks prior to the beginning of the monthly billing cycles in which Statement Insert Notice is to be sent. At the request of any Bank Defendant, Settlement Classes Counsel shall also cause Statement Insert Notices to be delivered to the locations specified by each Bank Defendant at least four weeks prior to the beginning

of the monthly billing cycle in which Statement Insert Notice is to be sent for purposes of testing the insert process. Each Bank Defendant may make additional reasonable specifications regarding the delivery of copies of Statement Insert Notices to them, including the number of Statement Insert Notices to be bundled within each batch of notices delivered to each Bank Defendant and the size of the cartons and palettes used to deliver the Statement Insert Notices.

(c) The Bank Defendants shall bear the costs of mailing, but not printing, the Statement Insert Notice.

(d) The Statement Insert Notice (including a Claim Form, if included with the Statement Insert Notice) shall be no longer than a double-sided 4 panel insert and weigh less than 0.19 ounces. Plaintiffs' Co-Lead Counsel or Settlement Classes Counsel and the Bank Defendants shall explore ways to use the lightest appropriate paper and printing to control weight and postage costs. Each Bank Defendant shall provide to the Claims Administrator any additional operational requirements that could affect the printing of the Statement Insert Notice.

(e) If a Bank Defendant has a pre-established relationship pursuant to which it communicates with some Targeted Credit Cardholders in Spanish, then that Bank Defendant may send to those Targeted Credit Cardholders a Spanish-language version of the Statement Insert Notice, the text of which shall be agreed upon by the Parties within 30 days of the Effective Date.

(f) If a Statement Insert Notice that would otherwise go to a Targeted Credit Cardholder who is sent a billing statement in the billing cycle in which the Statement Insert Notice is mailed is bumped and not sent for any reason, the applicable Bank

Defendant shall reimburse the Settlement Fund for the cost of sending a Stand-Alone Mailing (as defined below) for each such piece. Each Bank Defendant must notify the Claims Administrator of the total number of bumped Statement Insert Notices within thirty (30) days of the last billing cycle in which it sends Statement Insert Notice, and must reimburse the Claims Administrator for the total amount thereby payable to the Settlement Fund within thirty (30) days of being invoiced by the Claims Administrator.

3. **Direct Notice – Credit Card Foreign Transactions (Via Stand-Alone Mailing).**

(a) Each Targeted Credit Cardholder who is not sent a Statement Insert Notice shall be sent the Notice of Pendency and Settlement of Class Action and the Claim Form 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 sends direct notice under section 5 or 6 below.

(b) The Bank Defendants shall provide the names and available addresses of Targeted Credit Cardholders who are to be sent notice by means of the Stand Alone Mailing to the Claims Administrator. 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”) within thirty (30) days of the conclusion of the last billing cycle in which that Bank Defendant has sent Statement Insert Notice pursuant to section 2(b) above. The Claims Administrator shall be responsible for updating the addresses provided to it pursuant to this section 3(b).

(c) To eliminate the dissemination of duplicative notice to members of the Settlement Damages Class, the Bank Defendants shall within the same thirty (30) day

period identified in section 3(b) above provide the names and addresses of Targeted Credit Cardholders who are sent a Statement Insert Notice to the Claims Administrator in Agreed Electronic Form to engage in a “de-duping” process.

(d) The Bank Defendants’ agreement to provide any cardholder information as set forth in section 3(b) and (c) 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,<sup>3</sup> including, without limitation, the execution of the Confidentiality Order described in section 20 of the Settlement Agreement. The “de-

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<sup>3</sup> 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 within 20 days after Preliminary Approval 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.

duping” process is intended to avoid sending duplicative Stand-Alone Mailings to members of the Settlement Damages Class by comparing the lists of Targeted Credit Cardholders who were sent a Statement Insert Notice with those who are to be sent a Stand-Alone Mailing. The Claims Administrator will send Stand-Alone Mailings to applicable Targeted Credit Cardholders no later than forty-five (45) days after receipt by the Claims Administrator of the information set forth in sections 3(b) and 3(c) of this Class and Settlement Notice Plan.

(e) To the extent that a Bank Defendant chooses not to participate in the “de-duping” process described herein as to some or all portfolios, that Bank Defendant shall be responsible for the cost of sending Stand-Alone Mailings to those Targeted Credit Cardholders of that Bank Defendant who: (a) are not sent Statement Insert Notice and (b) are not included in the de-duping process. Any such Bank Defendant that chooses not to participate in the de-duping process as to all of its portfolios must notify Settlement Classes Counsel of its intent not to participate in the “de-duping” process by the deadline for filing the motion for Preliminary Approval pursuant to section 6(a) of the Settlement Agreement. Any Bank Defendant that chooses not to participate in the “de-duping” process shall send Stand-Alone Mailings to its applicable Targeted Credit Cardholders before the Claims Administrator has completed the process of sending Stand-Alone Mailings for which the Claims Administrator is responsible. If a Bank Defendant chooses not to participate in the de-duping process for some, but not all, of its portfolios, that Bank Defendant must notify Settlement Classes Counsel and the Claims Administrator of that fact by the end of the month in which Statement Insert Notice is sent to that portfolio.

4. **Direct Notice – Debit Card Foreign Transactions (Via Stand-Alone Mailing).**

(a) Each Targeted Debit Cardholder shall be sent the Notice of Pendency and Settlement of Class Action and the Claim Form via a Stand-Alone Mailing if a current address for that Cardholder can reasonably be identified, except with respect to Company Debit Cards as to which a Bank Defendant sends direct notice under section 6 below.

(b) To eliminate the dissemination of duplicative notice to these Targeted Debit Cardholders, JPMorgan Chase and Bank of America shall each engage in an internal “de-duping” process to remove Targeted Debit Cardholders who they identify as one of their own Targeted Credit Cardholders. Bank of America’s internal de-duping shall include Targeted Credit Cardholders of both Bank of America and MBNA.

(c) After concluding their own internal “de-duping” process, JPMorgan Chase and Bank of America shall provide to the Claims Administrator in Agreed Electronic Form, within thirty (30) days of the conclusion of the last billing cycle in which each has sent Statement Insert Notice under section 2(b) above, the names and available addresses of the members of the remaining Targeted Debit Cardholders to allow further “de-duping.”

(d) The Claims Administrator will send Stand-Alone Mailings to applicable Targeted Debit Cardholders no later than 45 days after receipt by the Claims Administrator of the information set forth in sections 4(b) and 4(c) of this Class and Settlement Notice Plan. The Claims Administrator shall be responsible for updating the addresses provided to it pursuant to this section 4(d).

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

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.

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

If a Bank Defendant issues Credit Cards, pursuant to a contract between that Bank Defendant and a company (“Company”<sup>4</sup>), to employees of that Company for use for

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<sup>4</sup> For purposes of this Class and Settlement Notice Plan, "Company" means any non-natural Person which is not a Government Agency.

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 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.

7. **Publication Notice.**

(a) As a supplement to the direct mail notice program contemplated by sections 2-6 herein, and in order to provide additional notice to the Settlement Injunctive Class, the Claims Administrator and/or Settlement Classes Counsel shall cause Publication Notice in the form attached hereto as Exhibit 2 to be disseminated in a variety of publications, to be repeated once in successive weeks or months, beginning in the

week or month in which Stand-Alone Mailings are sent pursuant to section 3, as described below.

(b) General Publications

(i) *USA Today*, ¼ page, 2 times. The 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. The Publication Notice shall be placed in The Wall Street Journal’s weekly travel/leisure section.

(iii) *Financial Times*, Americas edition, 1/4 page, 2 times.

(iv) Specialty Publications

(1) The Publication Notice shall also be placed in the following specialty publications:

<b>Publication</b>	<b>Ad Size</b>	<b>Circulation</b>
<i>Hemisphere</i> (UAL), 2 times*	half page	400,000
<i>Spirit</i> (S.W. Air), 2 times*	half page	400,000
<i>American Way</i> (American Airlines), 2 times*	half page	344,000
<i>Sky</i> (Delta), 2 times*	half page	400,000
<i>Conde Nast Traveler</i> , 2 times	half page	750,000
<i>Profiles</i> (Continental), 2 times*	half page	344,000
<i>National Geographic Traveler</i>	half page	715,000
<i>Attache</i> (U.S. Airways), 2 times*	half page	312,000

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\* If possible.

<i>Frommer's Budget Travel</i>	half page	550,000
<i>Travel &amp; Leisure</i>	half page	950,000
<i>Gourmet, 2 times</i>	half page	950,000
<i>US Weekly, 2 times</i>	half page	1,400,000
<i>Internet (wire)</i>		

8. **Internet / Website Notice.**

(a) A notice and claims administration website shall be set up at [www.ccfsettlement.com](http://www.ccfsettlement.com) to, inter alia: (i) permit Persons to read and/or download the Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, the Claim Form, 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 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 be available in Spanish and offer Spanish-language versions of the Notice of Pendency and Settlement of Class Action, the Claim Form, and answers to FAQs. The Parties shall agree on the design and content of the website within 90 days of the Effective Date. In addition, a preliminary website shall be set up on the Effective Date, stating that the Parties have entered into a settlement agreement, that the Parties are

seeking Court approval of the settlement, and that further details will be posted on the website in the future.

9. **Telephone Support.**

(a) The Claims Administrator shall set up an automated IVR telephone system that members of the Settlement Classes could reach through a toll-free number to, inter alia, obtain answers to FAQs and request the Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, the Claim Form, 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 permit callers to hear options in Spanish and shall offer callers who choose such an option Spanish-language versions of the Notice of Pendency and Settlement of Class Action, the Claim Form, and answers to FAQs. The Parties shall agree on the content of the IVR telephone system within 90 days of the Effective Date. In addition, a preliminary IVR telephone system shall be set up on the Effective Date with recorded information stating that the Parties have entered into a settlement agreement, that the Parties are seeking Court approval of the settlement, and that further details will available in the future.

10. **Supplemental Notice.**

(a) On the Effective Date, Plaintiffs' Co-Lead Counsel or Settlement Classes Counsel as applicable shall provide agreed-upon press releases, consistent with the terms and conditions in section 31 of the Settlement Agreement, to various agreed-upon news

organizations, and the Parties shall otherwise comply with the provisions of section 31 of the Settlement Agreement.

11. **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.