

EXHIBIT H

PLAN OF ADMINISTRATION AND DISTRIBUTION

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 settlement administration and claims process, the Parties have agreed to the following Plan of Administration and Distribution in connection with this Settlement Agreement:¹

1. **Claims Administrator.**

(a) Subject to Court approval, the Parties have selected 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 Class and Settlement Notice Plan.

(b) If the Court denies approval of Heffler, or 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 the Hon. Edward A. Infante shall select one Person to serve as the Claims Administrator.

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).

(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 (attached hereto as Exhibit 1).

2. **Paper and Electronic Claims.**

(a) Targeted Credit Cardholders and Targeted Debit Cardholders will receive either Statement Insert Notice and a Claim Form or a Stand-Alone Mailing with a Claim Form, except with respect to Government and Company Credit Cards or Company Debit Cards as to which a Bank Defendant sends direct notice under section 5 or 6 of the Class and Settlement Notice Plan. Claim Forms 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 9 of the 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 electronically on the notice and claims administration website, or by submitting paper Claim Forms via mail or fax.

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

A notice and claims administration website shall be set up at 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 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 Claim Forms to members of the Settlement Damages Class; (iii) facilitate the submission of 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 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.

4. **Telephone Support.**

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 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 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 be available in the future.

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

(a) Each Claimant shall include on his/her/its Claim Form his/her/its account number(s) and/or the last four digits of his/her/its social security number.

(b) Each Claimant shall submit his/her/its Claim Form under penalty of perjury.

(c) 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 the Honorable Edward A. Infante.

(d) The Claims Administrator may, in its discretion, require any Claimant 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.

(e) If a Bank Defendant issues Government Credit Cards as defined in the Class and Settlement Notice Plan, and the Bank Defendant provides direct notice of the settlement to a Government Agency rather than the Government Agency's employees pursuant to section 5 of the 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.

(f) If a Bank Defendant issues Company Credit Cards and/or Company Debit Cards as defined in the Class and Settlement Notice Plan, and the Bank Defendant provides direct notice of the settlement to a Company rather than the Company's employees pursuant to section 6 of the Class and Settlement Notice Plan, the Company may submit a Claim Form based on Foreign Transactions incurred on such Company

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

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.

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

(h) All Claim Forms must be submitted by the date specified in the Notice of Pendency and Settlement of Class Action, the Agency/Company Notice, and/or the Claim Form unless such period is 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.

(i) 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.

(j) 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.

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. In order to facilitate the expeditious processing and calculation of Claims, certain assumptions and procedures described in this section 6 will be used for administrative convenience only.

(b) 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 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%.

(c) 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 provide pursuant to section 6(d) below, that a rate other than 1% applies.

(d) 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.

(e) 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 within 90 days of Preliminary Approval 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 section 6(e)

shall require any Bank Defendant to provide such information as to any accounts that were subject to individually-negotiated Foreign Transaction Fees.

(f) 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, each Authorized Claimant shall receive the greater of (i) \$10 (the “Minimum Payment”) or (ii) 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. Notwithstanding the foregoing, in the event that the Net Settlement Fund does not have enough money to pay all Authorized Claimants the full amount they would otherwise be due under the first sentence of this section 6(f), any payments to Authorized Claimants under that subsection shall be reduced on a pro-rated basis, subject to the \$10 Minimum Payment established by subsection 6(f)(i) hereof. In addition, notwithstanding the foregoing, and in the interests of administrative convenience, in the event that monies would remain in the Net Settlement Fund after payment to Authorized Claimants, any payment to Authorized Claimants under subsection 6(e)(ii) shall be increased on a pro-rated basis 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.

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 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 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 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(f) of this 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.