

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.