

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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IN RE PAYMENT CARD INTERCHANGE FEE  
AND MERCHANT DISCOUNT ANTITRUST  
LITIGATION

**FINAL APPROVAL ORDER**  
05-MD-1720 (MKB) (JO)

This document refers to: ALL ACTIONS

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MARGO K. BRODIE, United States District Judge:

On November 7, 2019, the Court held a final approval hearing on (1) whether the terms and conditions of the Superseding and Amended Definitive Class Settlement Agreement of the Rule 23(b)(3) Class Plaintiffs and the Defendants, including all its Appendices, dated September 17, 2018 (the “Superseding Settlement Agreement”), are fair, reasonable, and adequate for the settlement of the Class Actions in MDL 1720 by the Rule 23(b)(3) Class Plaintiffs and the members of the Rule 23(b)(3) Settlement Class provisionally certified by the Court; (2) whether the Court should enter judgment dismissing the Defendants from the Class Actions with prejudice except from *Barry’s Cut Rate Stores, Inc., et al. v. Visa, Inc., et al.* (“*Barry’s*”); and (3) whether the terms of the Plan of Administration and Distribution in Appendix I to the Superseding Settlement Agreement are fair, reasonable, and adequate for allocating the settlement proceeds among the members of the Rule 23(b)(3) Settlement Class.

Having considered all papers filed concerning the Superseding Settlement Agreement, and all matters submitted to the Court at the final approval hearing and otherwise, the Court FINDS, with all terms used herein having the same meanings set forth and defined in the Superseding Settlement Agreement, that:

A. The Court has jurisdiction over the Rule 23(b)(3) Class Plaintiffs, all members of the Rule 23(b)(3) Settlement Class, and the Defendants, and has jurisdiction to finally approve the Superseding Settlement Agreement.

B. The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

C. The notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met.

D. The Court held a final approval hearing on November 7, 2019 to consider the fairness, reasonableness, and adequacy of the Superseding Settlement Agreement, and has been advised of all objections to the Superseding Settlement Agreement and given due consideration thereto.

E. The Superseding Settlement Agreement, including its consideration and release provisions:

- (1) was entered into in good faith, following arm's-length negotiations, and was not collusive;
- (2) is fair, reasonable, and adequate, and is in the best interests of the Rule 23(b)(3) Settlement Class;

- (3) is consistent with the requirements of federal law and all applicable court rules, including Rule 23 of the Federal Rules of Civil Procedure; and
- (4) was entered into at a time when the record was sufficiently developed and complete to enable the Rule 23(b)(3) Class Plaintiffs and the Defendants to have adequately evaluated and considered all terms of the Superseding Settlement Agreement.

F. The Plan of Administration and Distribution contained in Appendix I to the Superseding Settlement Agreement is fair, reasonable, and adequate, including for the submission, processing, and allocation of claims by members of the Rule 23(b)(3) Settlement Class.

ACCORDINGLY, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Superseding Settlement Agreement, the terms and conditions of which are hereby incorporated by reference, are hereby fully and finally APPROVED by the Court.

NOW, THEREFORE, based on good cause, and as explained in the accompanying opinion, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. Based on and pursuant to the class action criteria of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court finds that the requirements of Rules 23(a) and 23(b)(3) have been met and finally certifies, for settlement purposes only, a Rule 23(b)(3) Settlement Class, consisting of all persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to the Settlement Preliminary Approval Date, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or

acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to the Settlement Preliminary Approval Date.

2. Attached as Exhibit 1 is a list of the members of the Rule 23(b)(3) Settlement Class that validly excluded themselves from that Class and became Opt Outs.

3. In the event of termination of the Superseding Settlement Agreement, certification of the Rule 23(b)(3) Settlement Class shall automatically be vacated and each Defendant may fully contest certification of any class as if no Rule 23(b)(3) Settlement Class had been certified.

4. The Rule 23(b)(3) Class Plaintiffs shall continue to serve as representatives of the Rule 23(b)(3) Settlement Class. The law firms of Robins Kaplan LLP, Berger Montague PC, and Robbins Geller Rudman & Dowd LLP shall continue to serve as Rule 23(b)(3) Class Counsel for the Rule 23(b)(3) Settlement Class.

5. The definition of the proposed class in the Third Consolidated Amended Class Action Complaint, filed in MDL 1720 on or about October 27, 2017, is hereby amended to be the same as the Rule 23(b)(3) Settlement Class finally certified above.

6. Rule 23(b)(3) Class Counsel, the Visa Defendants, the Mastercard Defendants, and the Bank Defendants shall continue to maintain the Class Settlement Cash Escrow Account as provided in the Superseding Settlement Agreement and the Amended and Restated Class Settlement Cash Escrow Agreement and the Amended and Restated Class Settlement Interchange Escrow Agreement (attached as Appendices C and D to the Superseding Settlement Agreement).

7. Within ten business days after the entry of this Rule 23(b)(3) Class Settlement Order and Final Judgment, the Escrow Agent shall (a) make a Class Exclusion Takedown Payment from the Class Settlement Cash Escrow Account of \$466,666,667 to an account that the

Visa Defendants shall designate, and (b) make a Class Exclusion Takedown Payment from the Class Settlement Cash Escrow Account of \$233,333,333 to an account or accounts that the Mastercard Defendants and the Bank Defendants shall designate. Both of those payments shall be made regardless of any appeal or other challenge made to the Class Exclusion Takedown Payments or their amounts, as provided in Paragraph 21 of the Superseding Settlement Agreement.

8. The parties to the Superseding Settlement Agreement have clarified that in the event the claims process under the Plan of Administration and Distribution results in any determinations that would have reduced the Class Exclusion Takedown Payments provided in the preceding paragraph, as calculated pursuant to Paragraph 22 of the Superseding Settlement Agreement, the Visa Defendants shall refund the difference with respect to the Class Exclusion Takedown Payment made to them, and the Mastercard Defendants and the Bank Defendants shall refund the difference with respect to the Class Exclusion Takedown Payment made to them, by wire transfer to the Class Settlement Cash Escrow Account. Those payments shall be made within ten business days after the determinations at issue have become final and non-reviewable.

9. Subject to Paragraphs 27–28 and the other terms of the Superseding Settlement Agreement, as consideration for the settlement of the Class Actions in MDL 1720 except for *Barry's*, members of the Rule 23(b)(3) Settlement Class shall be entitled to both make claims for and enjoy the benefits from money payments from the Net Cash Settlement Fund. The Net Cash Settlement Fund will be the amount in the Class Settlement Cash Escrow Account, including the Additional Payment Amount and the amounts to be transferred from the Class Settlement Interchange Escrow Account to the Class Settlement Cash Escrow Account, as reduced by (i) the Taxes and administrative costs related to the Class Settlement Cash Escrow Account, (ii) the

Class Exclusion Takedown Payments, and (iii) any other payments approved by the Court and that are permitted under Paragraphs 19–26 of the Superseding Settlement Agreement, including for Attorneys' Fee Awards, Expense Awards, Rule 23(b)(3) Class Plaintiffs' Service Awards, and Settlement Administration Costs. The Net Cash Settlement Fund shall be distributed to eligible members of the Rule 23(b)(3) Settlement Class pursuant to the claims process specified in the Plan of Administration and Distribution contained in Appendix I to the Superseding Settlement Agreement.

10. The terms and provisions of the Fourth Amended Protective Order, filed on October 29, 2009 and approved by the Court on October 30, 2009, and the terms and provisions of the Protective Order filed on April 3, 2015 on the 14-MD-1720 docket and approved by the Court on April 9, 2015, shall survive and continue in effect through and after entry of this Rule 23(b)(3) Class Settlement Order and Final Judgment.

11. Nothing in the Superseding Settlement Agreement or this Rule 23(b)(3) Class Settlement Order and Final Judgment is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by any of the Defendants, or of the truth or validity or lack of truth or validity of any of the claims or allegations alleged in any of the Class Actions in MDL 1720.

12. Nothing in this Rule 23(b)(3) Class Settlement Order and Final Judgment is intended to or shall modify the terms of the Superseding Settlement Agreement.

13. Rule 23(b)(3) Class Plaintiffs and Rule 23(b)(3) Class Counsel shall provide to the Visa Defendants, the Mastercard Defendants, and the Bank Defendants such information as they may reasonably request regarding the claims made by, and payments made to, members of the Rule 23(b)(3) Settlement Class from the Cash Settlement Cash Escrow Account, which

information may be produced subject to the terms of the operative protective orders in this Action that address the production of confidential and highly confidential information.

14. All the Class Actions consolidated in MDL 1720, listed in Appendix A to the Superseding Settlement Agreement and in Exhibit 2 hereto, including all claims against the Defendants in those Class Actions, are hereby dismissed with prejudice, except for *Barry's*, with each party to bear its own costs.

15. Each member of the Rule 23(b)(3) Settlement Class and each Rule 23(b)(3) Settlement Class Releasing Party unconditionally, fully, and finally releases and forever discharges the Defendants and each of the other Rule 23(b)(3) Settlement Class Released Parties from all claims released in the Superseding Settlement Agreement, and waives any rights to the protections afforded under California Civil Code § 1542 and/or any other similar, comparable, or equivalent laws.

16. Specifically, the members of the Rule 23(b)(3) Settlement Class agree to the following release and covenant not to sue:

A. The “Rule 23(b)(3) Settlement Class Releasing Parties” are individually and collectively Rule 23(b)(3) Class Plaintiffs and each member of the Rule 23(b)(3) Settlement Class, on behalf of themselves and any of their respective past, present, or future officers, directors, stockholders, agents, employees, legal representatives, partners, associates, trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, administrators, estates, purchasers, predecessors, successors, and assigns, whether or not they object to the settlement set forth in the Superseding and Amended Class Settlement Agreement, and whether or not they make a claim for payment from the Net Cash Settlement Fund.

B. The “Rule 23(b)(3) Settlement Class Released Parties” are all of the following:

(a) Visa U.S.A. Inc., Visa International Service Association, Visa International, Visa Inc., Visa Asia Pacific Region, Visa Canada Association, Visa Central & Eastern Europe, Middle East & Africa Region, Visa Latin America & Caribbean Region, Visa Europe, Visa Europe Limited, Visa Europe

Services, Inc., and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any Visa-Branded Cards or to acquire any Visa-Branded Card transactions.

(b) Mastercard International Incorporated, Mastercard Incorporated, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue any Mastercard-Branded Cards or to acquire any Mastercard-Branded Card transactions.

(c) Bank of America, N.A.; BA Merchant Services LLC (formerly known as National Processing, Inc.); Bank of America Corporation; NB Holdings; MBNA America Bank, N.A.; and FIA Card Services, N.A.

(d) Barclays Bank plc; Barclays Delaware Holdings, LLC (formerly known as Juniper Financial Corporation); Barclays Bank Delaware (formerly known as Juniper Bank); and Barclays Financial Corp.

(e) Capital One Bank (USA), N.A.; Capital One F.S.B.; and Capital One Financial Corporation.

(f) Chase Bank USA, N.A. (and as successor to Chase Manhattan Bank USA, N.A. and Bank One Delaware, N.A.); Paymentech, LLC (and as successor to Chase Paymentech Solutions, LLC); JPMorgan Chase & Co. (and as successor to Bank One Corporation); and JPMorgan Chase Bank, N.A. (and as successor to Washington Mutual Bank).

(g) Citibank (South Dakota), N.A.; Citibank, N.A.; Citigroup Inc.; and Citicorp.

(h) Fifth Third Bancorp.

(i) First National Bank of Omaha.

(j) HSBC Finance Corporation; HSBC Bank USA, N.A.; HSBC North America Holdings Inc.; HSBC Holdings plc; HSBC Bank plc; and HSBC U.S.A. Inc.

(k) National City Corporation and National City Bank of Kentucky.

(l) The PNC Financial Services Group, Inc. and PNC Bank, National Association.

(m) SunTrust Banks, Inc. and SunTrust Bank.

(n) Texas Independent Bancshares, Inc.

- (o) Wachovia Bank, N.A. and Wachovia Corporation.
- (p) Washington Mutual, Inc.; Washington Mutual Bank; Providian National Bank (also known as Washington Mutual Card Services, Inc.); and Providian Financial Corporation.
- (q) Wells Fargo & Company (and as successor to Wachovia Corporation) and Wells Fargo Bank, N.A. (and as successor to Wachovia Bank, N.A.).
- (r) Each and every entity or person alleged to be a co-conspirator of any Defendant in the Third Consolidated Amended Class Action Complaint or any of the Class Actions.
- (s) Each of the past, present, or future member or customer financial institutions of Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Europe, Visa Europe Limited, Mastercard International Incorporated, or Mastercard Incorporated.
- (t) For each of the entities or persons in Paragraphs B(a)-(s) above, each of their respective past, present, and future, direct and indirect, parents (including holding companies), subsidiaries, affiliates, and associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), or any other entity in which more than 50% of the equity interests are held.
- (u) For each of the entities or persons in Paragraphs B(a)-(t) above, each of their respective past, present, and future predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of any of the Defendants to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(3) Settlement Class Released Parties as defined in Paragraphs B(a)-(t) above).
- (v) For each of the entities or persons in Paragraphs B(a)-(u) above, each of their respective past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, estates, shareholders, advisors, predecessors, successors, purchasers, and assigns (including acquirers of all or substantially all of the assets, stock, or other ownership interests of each of the foregoing entities to the extent a successor's, purchaser's, or acquirer's liability is based on the Rule 23(b)(3) Settlement Class Released Parties as defined in Paragraphs B(a)-(u) above).

C. In addition to the effect of the Rule 23(b)(3) Class Settlement Order and Final Judgment entered in accordance with the Superseding and

Amended Class Settlement Agreement, including but not limited to any *res judicata* effect, and except as provided hereinafter in Paragraphs F and I below:

(a) The Rule 23(b)(3) Settlement Class Releasing Parties hereby expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Rule 23(b)(3) Settlement Class Released Parties from, any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, *parens patriae*, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Rule 23(b)(3) Settlement Class Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the Settlement Preliminary Approval Date or accrue no later than five years after the Settlement Final Date arising out of or relating to any conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act of any Rule 23(b)(3) Settlement Class Released Party that are or have been alleged or otherwise raised in the Action, or that could have been alleged or raised in the Action relating to the subject matter thereof, or arising out of or relating to a continuation or continuing effect of any such conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act. For avoidance of doubt, this release shall extend to, but only to, the fullest extent permitted by federal law.

(b) It is expressly agreed, for purposes of clarity, that any claims arising out of or relating to any of the following conduct, acts, transactions, events, occurrences, statements, omissions, or failures to act are claims that were or could have been alleged in this Action and relate to the subject matter thereof:

(i) any interchange fees, interchange rates, or any Rule of any Visa Defendant or Mastercard Defendant relating to interchange fees, interchange rates, or to the setting of interchange fees or interchange rates with respect to any Visa-Branded Card transactions in the United States or any Mastercard-Branded Card transactions in the United States;

(ii) any Merchant Fee of any Rule 23(b)(3) Settlement Class Released Party relating to any Visa-Branded Card transactions in the United States or any Mastercard-Branded transactions in the United States;

(iii) any actual or alleged "no surcharge" rules, "honor all cards" rules, "honor all issuers" rules, "honor all devices" rules, rules requiring the honoring of all credentials or accounts, "no minimum purchase" rules, "no discounting" rules, "non-discrimination" rules, "anti-steering" rules, Rules that limit merchants in favoring or steering customers to use certain payment systems, "all outlets" rules, "no bypass" rules, "no multi-issuer" rules, "no multi-bug" rules, routing rules, cross-border acquiring rules, card authentication or cardholder

verification rules, “cardholder selection” rules or requirements, PAVD rules, rules or conduct relating to routing options regarding acceptance technology for mobile, e-commerce, or online payments, or development and implementation of tokenization standards;

(iv) any reorganization, restructuring, initial or other public offering, or other corporate structuring of any Visa Defendant or Mastercard Defendant;

(v) any service of an employee or agent of any Rule 23(b)(3) Settlement Class Released Party on any board or committee of any Visa Defendant or Mastercard Defendant; or

(vi) any actual or alleged agreement (or alleged continued participation therein) (A) between or among any Visa Defendant and any Mastercard Defendant, (B) between or among any Visa Defendant or Mastercard Defendant and any other Rule 23(b)(3) Settlement Class Released Party or Parties, or (C) between or among any Defendant or Rule 23(b)(3) Settlement Class Released Party or Parties, relating to (i)-(v) above or to any Rule 23(b)(3) Settlement Class Released Party’s imposition of, compliance with, or adherence to (i)-(v) above.

(c) For purposes of clarity, references to the rules identified in this Paragraph C mean those rules as they are or were in place on or before the Settlement Preliminary Approval Date and rules in place thereafter that are substantially similar to those rules in place as of the Settlement Preliminary Approval Date.

D. Each Rule 23(b)(3) Settlement Class Releasing Party further expressly and irrevocably waives, and fully, finally, and forever settles and releases, any and all defenses, rights, and benefits that the Rule 23(b)(3) Settlement Class Releasing Party may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained in the preceding Paragraphs A-C. Without limiting the generality of the foregoing, each Rule 23(b)(3) Settlement Class Releasing Party expressly and irrevocably waives and releases any and all defenses, rights, and benefits that the Rule 23(b)(3) Settlement Class Releasing Party might otherwise have in relation to the release by virtue of the provisions of California Civil Code Section 1542 or similar laws of any other state or jurisdiction.

SECTION 1542 PROVIDES: “CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” In addition, although each Rule 23(b)(3) Settlement Class Releasing

Party may hereafter discover facts other than, different from, or in addition to those that it or he or she knows or believes to be true with respect to any claims released in the preceding Paragraphs A-C, each Rule 23(b)(3) Settlement Class Releasing Party hereby expressly waives, and fully, finally, and forever settles, discharges, and releases, any known or unknown, suspected or unsuspected, contingent or non-contingent claims within the scope of the preceding Paragraphs A-C, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. Rule 23(b)(3) Class Plaintiffs acknowledge, and the members of the Rule 23(b)(3) Settlement Class shall be deemed by operation of the Rule 23(b)(3) Class Settlement Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of this Superseding and Amended Class Settlement Agreement.

E. The release in Paragraphs A-D above does not bar an investigation or action, whether denominated as *parens patriae*, law enforcement, or regulatory, by a state, quasi-state, or local governmental entity to vindicate sovereign or quasi-sovereign interests. The release shall bar a claim brought by a state, quasi-state, or local governmental entity to the extent that such claim is based on a state, quasi-state, or local government entity's proprietary interests as a member of the Rule 23(b)(3) Settlement Class that has received or is entitled to receive a financial recovery in this action. The release shall also bar a claim, whether denominated as seeking damages, restitution, unjust enrichment, or other monetary relief, brought by a state, quasi-state, or local governmental entity for monetary harm sustained by natural persons, businesses, other non-state, non-quasi-state, and non-local governmental entities or private parties who themselves are eligible to be members of the Rule 23(b)(3) Settlement Class.

F. Notwithstanding anything to the contrary in Paragraphs A-E above, the release in Paragraphs A-E above shall not release:

(a) A Rule 23(b)(3) Settlement Class Releasing Party's continued participation, as a named representative or non-representative class member, in *Barry's Cut Rate Stores, Inc., et al. v. Visa, Inc., et al.*, MDL No. 1720 Docket No. 05-md-01720-MKB-JO ("Barry's"), solely as to injunctive relief claims alleged in *Barry's*. As to all such claims for injunctive relief in *Barry's*, the Rule 23(b)(3) Settlement Class Releasing Parties retain all rights pursuant to Rule 23 of the Federal Rules of Civil Procedure which they have as a named representative plaintiff or absent class member in *Barry's* except the right to initiate a new separate action before five years after the Settlement Final Date. Nothing in this Paragraph shall be read to enlarge, restrict, conflict with, or affect the terms of any release or judgment to which any Rule 23(b)(3) Settlement Class Releasing Party may become bound in *Barry's*, and nothing in the release in Paragraphs A-E above shall be interpreted to enlarge, restrict, conflict with, or affect the request for injunctive relief that the plaintiffs in *Barry's* may seek or obtain in *Barry's*.

(b) Any claims asserted in *B&R Supermarket, Inc., et al. v. Visa, Inc., et al.*, No. 17-CV-02738 (E.D.N.Y.), as of the date of the parties' execution of this Superseding and Amended Class Settlement Agreement, that are based on allegations that payment card networks unlawfully agreed with one another to shift the liability of fraudulent payment card transactions from card-issuing financial institutions to merchants beginning in October 2015.

(c) Any claim of a Rule 23(b)(3) Settlement Class Releasing Party that is based on standard commercial disputes arising in the ordinary course of business under contracts or commercial relations regarding loans, lines of credit, or other related banking or credit relations, individual chargeback disputes, products liability, breach of warranty, misappropriation of cardholder data or invasion of privacy, compliance with technical specifications for a merchant's acceptance of Visa-Branded Credit Cards or Debit Cards, or Mastercard-Branded Credit Cards or Debit Cards, and any other dispute arising out of a breach of any contract between any of the Rule 23(b)(3) Settlement Class Releasing Parties and any of the Rule 23(b)(3) Settlement Class Released Parties; provided, however, that Paragraphs A-E above and not this Paragraph shall control in the event that any such claim challenges the legality of interchange rules, interchange rates, or interchange fees, or any other Rule, fee, charge, or other conduct covered by any of the claims released in Paragraphs A-E above.

(d) Claims based only on an injury suffered as (i) a payment card network competitor of the Visa Defendants or the Mastercard Defendants, or (ii) an ATM operator that is not owned by, or directly or indirectly controlled by, one or more of the Rule 23(b)(3) Settlement Class Released Parties.

G. Except as provided above in Paragraph F, upon the Settlement Final Approval Date each of the Rule 23(b)(3) Settlement Class Releasing Parties agrees and covenants not to: (a) sue any of the Rule 23(b)(3) Settlement Class Released Parties on the basis of any claim released in Paragraphs A-E above; (b) assist any third party in commencing or maintaining any private civil lawsuit against any Rule 23(b)(3) Settlement Class Released Party related in any way to any claim released in Paragraphs A-E above; or (c) take any action or make any claim until five years after the Settlement Final Date that as of or after the Settlement Final Approval Date a Rule 23(b)(3) Settlement Class Released Party has continued to participate in, and failed to withdraw from, any alleged unlawful horizontal conspiracies or agreements relating to the claims released in Paragraphs A-E above, which allegedly arise from or relate to the pre-IPO structure or governance of any of the Visa Defendants or the pre-IPO structure or governance of any of the Mastercard Defendants, or any Bank Defendant's participation therein. For the avoidance of doubt, however, nothing in this Paragraph shall preclude a Rule 23(b)(3) Settlement Class Releasing Party from taking any action compelled by law or court order.

H. Each Rule 23(b)(3) Settlement Class Releasing Party further releases each of the Visa Defendants, Mastercard Defendants, and Bank Defendants, and their counsel and experts in this Action, from any claims relating to the defense and conduct of this Action, including the negotiation and terms of the Definitive Class Settlement Agreement or the Superseding and Amended Class Settlement Agreement, except for any claims relating to enforcement of the Superseding and Amended Class Settlement Agreement. Each Visa Defendant, Mastercard Defendant, and Bank Defendant releases the Rule 23(b)(3) Class Plaintiffs, the other plaintiffs in the Class Actions (except for the plaintiffs named in *Barry's*), Rule 23(b)(3) Class Counsel, Rule 23(b)(3) Class Plaintiffs' other counsel who have participated in any settlement conferences before the Court for a Class Plaintiff that executes the Superseding and Amended Class Settlement Agreement, and their respective experts in the Class Actions, from any claims relating to their institution or prosecution of the Class Actions, including the negotiation and terms of the Definitive Class Settlement Agreement or the Superseding and Amended Class Settlement Agreement, except for any claims relating to enforcement of the Superseding and Amended Class Settlement Agreement.

I. In the event that the Superseding and Amended Class Settlement Agreement is terminated pursuant to Paragraphs 61-64 of the Superseding and Amended Class Settlement Agreement, or any condition for the Settlement Final Approval Date is not satisfied, the release and covenant not to sue provisions of Paragraphs A-H above shall be null and void and unenforceable.

17. All members of the Rule 23(b)(3) Settlement Class, and those subject to their control, are hereby enjoined and forever barred from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on its behalf, any claims released against the Rule 23(b)(3) Settlement Class Released Parties, as set forth in the release and covenant not to sue provisions in Paragraph 15 above; provided, however, for purposes of clarity, that members of the Rule 23(b)(3) Settlement Class may continue to prosecute or participate in injunctive relief claims in *Barry's* as provided in Paragraph 15(F)(a) above.

18. Without affecting the finality of this judgment in any way, and as further provided in Paragraphs 65–68 of the Superseding Settlement Agreement, this Court retains continuing jurisdiction in MDL 1720 over the Rule 23(b)(3) Class Plaintiffs, the members of the Rule 23(b)(3) Settlement Class, and the Defendants to implement, administer, consummate, and

enforce the Superseding Settlement Agreement and this Rule 23(b)(3) Class Settlement Order and Final Judgment, including any disputes relating to, or arising out of, the release and covenant not to sue of the Rule 23(b)(3) Settlement Class or any claim for payment from the Class Settlement Cash Escrow Account.

19. The Rule 23(b)(3) Class Plaintiffs, members of the Rule 23(b)(3) Settlement Class, and the Defendants irrevocably submit to the exclusive jurisdiction of this Court for the resolution of any matter covered by the Superseding Settlement Agreement, this Rule 23(b)(3) Class Settlement Order and Final Judgment, or the applicability of the Superseding Settlement Agreement or this Rule 23(b)(3) Class Settlement Order and Final Judgment. All applications to the Court with respect to any aspect of the Superseding Settlement Agreement or this Rule 23(b)(3) Class Settlement Order and Final Judgment shall be presented to and determined by United States District Court Judge Margo K. Brodie for resolution as a matter within the scope of MDL 1720, or, if she is not available, any other District Court Judge designated by the Court.

20. In the event that the provisions of the Superseding Settlement Agreement or the Rule 23(b)(3) Class Settlement Order and Final Judgment are asserted by any Defendant or other Rule 23(b)(3) Settlement Class Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by a Rule 23(b)(3) Class Plaintiff or member of the Rule 23(b)(3) Settlement Class, the Rule 23(b)(3) Settlement Class Released Party shall be entitled to an immediate stay of that suit, action, or proceeding until after this Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions, and no further judicial review of such order or judgment is possible.

21. This Rule 23(b)(3) Class Settlement Order and Final Judgment terminates and disposes of all claims against the Defendants in the Class Actions in MDL 1720, except for the injunctive relief claims alleged by the named plaintiffs in *Barry's*. There is no just reason for delay in entering final judgment. The Court hereby directs the Clerk to enter judgment forthwith in accordance with the terms of this Rule 23(b)(3) Class Settlement Order and Final Judgment, which judgment shall be final and appealable.

Dated: December 13, 2019  
Brooklyn, New York

SO ORDERED:

s/ MKB  
MARGO K. BRODIE  
United States District Judge

# **EXHIBIT 1**

## Report of Exclusion Requests

Row Number	DocID	Business Name
1	900000233	001 ALICEA BAIL BONDS
2	900000340	1-800-FLOWERS.COM INC
3	900000726	1SALEADAY LLC
4	900000175	2BJAKKI LLC
5	900000669	426 CARTERSVILLE INC
6	900000535	5 STAR CAR RENTAL INC
7	900000273	7-ELEVEN, INC.
8	900000760	A GEMSTONE HAIR STUDIO
9	900000046	ABC SHOP
10	900000495	ABERCROMBIE & FITCH CO
11	900000015	ABRASIVE WATERJET OF INDIANA LLC
12	900000467	ACADEMY, LTD
13	900000595	ACCOR MANAGEMENT U.S. INC.
14	900000165	ACTIVE OFFICE MOVER INC
15	900000290	ADD-ON
16	900000748	AE BICYCLE
17	900000515	AERO CORPORATION
18	900000382	AEROVIAS DE MEXICO SA DE CV
19	900000058	AIR GRAPHICS LLC
20	900000564	AIRBNB INC
21	900000430	AIRBNB PAYMENTS INC
22	900000306	AIRPORT RESTAURANT HOLDINGS LTD
23	900000442	ALIMENTATION COUCHE-TARD INC
24	900000422	ALITALIA
25	900000476	ALL AMERICAN SHAKE SHOP
26	900000049	ALPHA LAB SUPPLIES INC
27	900000556	AMAZON COM INC
28	900000428	AMERICAN EXPRESS COMPANY
29	900000276	AMERICAN MULTI-CINEMA, INC.
30	900000489	AMERICAN SIGNATURE, INC.
31	900000569	ANCESTRY.COM DNA, LLC
32	900000433	ANDEAVOR LLC
33	900000507	ANDREA ROWLAND
34	900000377	ANDREY KASPAROV
35	900000139	ANTHONY JONES
36	900000067	ANTIQUE A DAY PLUS INC
37	900000154	APOLLO BROKERAGE INC
38	900000357	APPLE VACATIONS LLC
39	900000095	AQ FITNESS LLC
40	900000645	ARMAAN & ARREBAH, INC.
41	900000326	ASBURY AUTOMOTIVE GROUP INC
42	900000501	ASCENA RETAIL GROUP, INC.
43	900000441	ASHLEY FURNITURE INDUSTRIES INC
44	900000596	AT & T SERVICES, INC
45	900000325	atrium holding company
46	900000597	AURO

## Report of Exclusion Requests

Row Number	DocID	Business Name
47	900000421	AUSTRIAN AIRLINES
48	900000002	AUTO PLUS SALES & SERVICE LLC
49	900000598	AUTONATION
50	900000132	AVID BUSINESS SOLUTIONS
51	900000520	AVON PRODUCTS, INC.
52	900000133	B & B SERVICE CENTER INC
53	900000149	B&B SAFETY SHOES AND SUPPLIES LLC
54	900000666	BANKHEAD FOOD STORE INC
55	900000210	BARBARA C SHANNON
56	900000215	BARGAIN FINANCIAL SERVICES INC
57	900000474	BARNES & NOBLE COLLEGE BOOKSELLERS
58	900000385	BARNES & NOBLE INC
59	900000288	BEALL'S INC
60	900000020	BEAVER PSYCHOLOGICAL SERVICES PLLC
61	900000563	BEECHWOOD PLAZA HOTEL OF APPLETON, LLC
62	900000739	BELK INC
63	900000725	BEN'S OUTLET
64	900000307	BENSCO OF LOUISIANA LLC
65	900000313	BFC, INC
66	900000496	BIG LOTS, INC
67	900000599	BJ'S RESTAURANTS, INC.
68	900000472	BJ'S WHOLESALE CLUB
69	900000193	BLACKOUT CUSTOM TINT INC
70	900000331	BLARNEY CASTLE OIL CO
71	900000745	BOB EVANS RESTAURANTS, LLC
72	900000523	BOB'S RENTALS, INC
73	900000135	BODY AND FITNESS GROUP LLC
74	900000304	BOLAND GROUP I LLC
75	900000469	BOOKING HOLDINGS INC
76	900000264	BOSCOV'S DEPARTMENT STORE LLC
77	900000478	BOYD GAMING CORPORATION
78	900000680	BP ALPHARETTA USA, INC
79	900000740	BP STATION
80	900000093	BRADFIELD MEDIA
81	900000712	BREADBERRY INC
82	900000600	BRIDGESTONE RETAIL TIRE OPERATIONS
83	900000437	BROOKSHIRE GROCERY COMPANY
84	900000424	BRUSSELS AIRLINES
85	900000730	BUDGET OF MOBILE
86	900000235	BUITENDORP ENTERPRISES
87	900000029	CAL SAILING CLUB
88	900000601	CALERES, INC.
89	900000736	CALIFORNIA CENTRAL COAST INC
90	900000376	CALIFORNIA PIZZA KITCHEN, INC.
91	900000038	CALLE SON
92	900000004	CALM WIND LLC

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Row Number	DocID	Business Name
93	900000677	CAMBELLTON SHELL, INC
94	900000286	CAMP POINT SEED COMPANY
95	900000407	CAPITAL U-DRIVE IT INC
96	900000111	CAPRI MOTEL - MANISHA PATEL
97	900000602	CAR MAX, INC.
98	900000559	CARDTRONICS PLC
99	900000006	CARTERSVILLE BARTOW COUNTY CHAMBER OF COMMERCE INC
100	900000480	CARY OIL CO INC
101	900000674	CASCADE CHEVRON USA INC
102	900000226	CASEY'S GENERAL STORES, INC.
103	900000291	CASPER MOUNTAIN BED AND BREAKFAST
104	900000359	CATHAY PACIFIC AIRWAYS
105	900000339	CEC ENTERTAINMENT INC
106	900000537	CELIERA LLC
107	900000560	CENTRAL FLORIDA INVESTMENTS, INC.
108	900000187	CENTRAL ROOFING CO
109	900000263	CENTURY LINK INC
110	900000466	CG CHAMPIONSGATE GOLF LLC
111	900000200	CHARLENE DAY ENTERPRISES
112	900000358	CHEAPOAIR
113	900000566	CHENEY BROS., INC. D/B/A CHENEY BROTHERS
114	900000113	CHENEY FORENSIC CONSULTING LLC
115	900000458	CHEVRON U.S.A. INC
116	900000457	CHICK-FIL-A INC
117	900000488	CHICO'S FAS, INC.
118	900000743	CHICS N CLAYS
119	900000155	CHILDCARE WORLDWIDE
120	900000255	CHRISTINE MORRIS
121	900000338	CITGO PETROLEUM CORPORATION
122	900000098	CITY OF NEWCASTLE
123	900000547	CLIPPER PETROLEUM INC
124	900000389	CM WOODWORKS INC
125	900000270	COBORN'S INC
126	900000460	COCINA SUPERIOR
127	900000343	COCODRIE CHARTERS
128	900000519	COLDWATER CREEK INC.
129	900000446	COMCAST CABLE COMMUNICATIONS LLC
130	900000350	COMPANIA PANAMENA DE AVIACION S.A.
131	900000417	COMPASS GROUP USA, INC.
132	900000603	COMPUSA
133	900000604	CONCORD WICKLIFFE LIMITED PARTNERSHIP
134	900000300	CONKLIN'S SERVICE
135	900000167	CORE INVESTIGATIONS AND POLYGRAPH
136	900000576	CORTZ, INC. DBA IN THE SWIM
137	900000169	COS INC
138	900000583	COSTCO WHOLESALE CORPORATION

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Row Number	DocID	Business Name
139	900000781	COTTON COACH INC.
140	900000075	CQM INC
141	900000266	CRACKER BARREL OLD COUNTRY STORE INC
142	900000268	CRATE & BARREL HOLDINGS INC
143	900000606	CRESTLINE HOTELS & RESORTS, LLC
144	900000258	CRESTON BOOSTER CLUB
145	900000205	CRETE LLC
146	900000681	CSSY OF FL INC
147	900000438	CUMBERLAND FARMS INC
148	900000107	CUTIE BEAUTY SUPPLY
149	900000106	CUTTING EDGE SALON
150	900000404	D&E KWIK STOP DBA K&B KWIK STOP DBA VIDEO STOP
151	900000241	D5 LYON LLC
152	900000561	D'AGONSTINO SUPERMARKETS, INC.
153	900000091	DAN'S ELECTRIC SHOP LLC
154	900000096	DAN'S ELECTRO ELECTRIC, LLC
155	900000035	DAPCO LTD
156	900000242	DAVID ECKMAN
157	900000678	DAYALS TARA INC
158	900000053	DAYTON XTREME AUTOSPORT LLC
159	900000518	DEB SHOPS SDP INC.
160	900000375	DECKERS OUTDOOR CORPORATION
161	900000380	DELL TECHNOLOGIES, INC.
162	900000112	DELTANN INN MOTEL
163	900000204	DENNIS R HIGHT
164	900000021	DENNY PARK VENTURES LLC
165	900000240	DESIGN ARTISTRY
166	900000033	DESIGN FINDINGS INC
167	900000423	DEUTSCHE LUFTHANSA AG
168	900000194	DEWON L HOLT
169	900000354	DHL EXPRESS USA INC
170	900000436	DICK'S SPORTING GOODS INC
171	900000209	DILLARD'S, INC.
172	900000654	DISCOUNT C-STORE INC
173	900000296	DISCOUNT WHEELS AND CAR RIMS
174	900000289	DISH NETWORK LLC
175	900000171	DIVERSE PROPERTY MGMT
176	900000068	DOGONFUNNY CREATIONS LLC
177	900000764	DOLLAR GENERAL CORPORATION
178	900000295	DONNELL YOUNG - 1227060
179	900000051	DOUGLAS A GOUGH
180	900000143	DR G E MITCHELL
181	900000275	DRURY HOTELS COMPANY, LLC
182	900000647	DULUTH CHEVRON USA, INC
183	900000092	DYBDAHL ELECTRIC
184	900000727	DYNAMITE TIME

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Row Number	DocID	Business Name
185	900000185	E AND J ALIGNMENTS LLC
186	900000705	EAST NEW YORK KOSHER CORP
187	900000299	ECONOMY RACING COMPONENTS INC
188	900000298	EDWARD CRISOSTOMO AGUON
189	900000236	EDWIN P BURKHOLDER
190	900000413	EL NUEVO RANCHO GRANDE
191	900000567	ENERGY NORTH STORES INC.
192	900000607	ENTERPRISE LEASING COMPANY OF STL, LLC.
193	900000114	EPIC ANGLING & ADVENTURE LLC
194	900000455	EQUILON ENTERPRISES LLC
195	900000388	ERIE MUFFLER AND BRAKE SHOP LTD
196	900000257	ERLINDA MAE SKOBLOW
197	900000202	E-TAXES
198	900000732	EVERLOVED VETERINARY
199	900000119	EXIT CAR & LIMO SERVICE INC
200	900000768	EXPEDIA INC
201	900000280	EXPRESS INC
202	900000370	EXTENDED STAY AMERICA, INC.
203	900000454	EXXONMOBIL CORPORATION
204	900000074	EZ HOME SHOP
205	900000589	FAMILY DOLLAR STORES, INC.
206	900000363	FAMILY EXPRESS CORPORATION
207	900000379	FAREWAY STORES, INC.
208	900000720	FARM FRESH OF LAKewood, INC
209	900000664	FAYETTE COUNTRYSIDE STORE, INC
210	900000541	FERN CREEK HARDWARE AND FEED STORE
211	900000352	FINNAIR PLC
212	900000522	FIRST DATA CORPORATION
213	900000621	FITNESS INTERNATIONAL, LLC DBA LA FITNESS
214	900000249	FLAGLER HUMANE SOCIETY
215	900000662	FLAT SHOALS FOOD MART, INC
216	900000673	FLAT SHOALS USA INC
217	900000761	FLEET FARM WHOLESALE SUPPLY CO. LLC
218	900000608	FLYNN RESTAURANT GROUP
219	900000445	FOOT LOCKER INC
220	900000293	FOUNDATION FOR THE YAKIMA VALLEY FAIR AND RODEO
221	900000419	FRONTIER AIRLINES INC
222	900000751	FRYS ELECTRONICS INC
223	900000256	FURNITURE SALVAGE CO INC
224	900000054	G & J XTREME AUTOSPORTS LLC
225	900000653	GAINSVILLE SHELL INC
226	900000323	GAMESTOP INC
227	900000148	GARYS HEATING & COOLING
228	900000315	GATE FUEL SERVICE INC
229	900000316	GATE NORTH CAROLINA INC
230	900000317	GATE PETROLEUM COMPANY

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Row Number	DocID	Business Name
231	900000431	GBG, INC.
232	900000172	GENERAL MACHINING INC
233	900000462	GENESCO INC
234	900000024	GEORGE TOMSCO D/B/A FIREBALLS
235	900000196	GERALD T BOETSCH
236	900000123	GHS ONLINE SOLUTIONS
237	900000410	GILBERT MARSHALL MEMORIAL SCHOLARSHIP INC
238	900000418	GINA FOLL
239	900000211	GLASS ARTS
240	900000723	GLASSES UNLIMITED
241	900000579	GNC HOLDINGS INC
242	900000609	GORDON BROTHERS GROUP LLC
243	900000381	GRAND CIRCLE LLC
244	900000099	GRANTLAND ENTERPRISE LLC
245	900000365	GREEKTOWN CASINO LLC
246	900000364	GREEN APPLE CLEANERS
247	900000225	GREQ W COX INC DBA TEX-OMA BUILDERS SUPPLY
248	900000347	GROUP VOYAGERS INC
249	900000610	GRUBHUB HOLDINGS INC
250	900000378	GRYSKIEWICZ TWIN CITIES COSMETIC SURGERY
251	900000384	GULF OIL LP
252	900000055	GUTHERIE LUMBER
253	900000328	HAL SMITH RESTAURANT GROUP
254	900000752	HALCYON LOAN TRADING FUND LLC
255	900000682	HALLANDALE FARMERS MARKET LLC
256	900000592	HANCOCK FABRICS, INC.
257	900000586	HAT WORLD, INC.
258	900000611	HEART OF AMERICA MANAGEMENT LLC
259	900000715	HEARTLAND KOSHER PRODUCTS INC
260	900000138	HERBALIFE WITH NJS
261	900000471	HERC RENTALS INC
262	900000287	HFM GLENWOOD LLC
263	900000250	HICKORY HOLLOW LONG ARM QUILTING
264	900000612	HILTON
265	900000191	HMC MEDIA LLC
266	900000581	HMSHOST CORPORATION
267	900000140	HOLIDAY TRAVEL
268	900000134	HOLLAND LAKE GOLF COURSE INC
269	900000427	HOME DEPOT U.S.A., INC.
270	900000206	HOME DESIGNS FURNITURE CORPORATION
271	900000539	HOOVER'S HAULING SERVICE
272	900000572	HORIZON SPA & POOL PARTS
273	900000613	HOST HOTELS
274	900000575	HOT TUB WORKS, LLC
275	900000525	HOTEL TONIGHT LLC
276	900000356	HOTELBEDS USA INC

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Row Number	DocID	Business Name
277	900000614	HSN, INC.
278	900000615	HYATT CORPORATION
279	900000001	IAN EGLAND
280	900000770	ICEBREAKER NATURE CLOTHING, INC
281	900000349	ICELANDAIR EHF
282	900000439	IKEA NORTH AMERICA SERVICES LLC
283	900000452	INGLES MARKETS INC
284	900000616	INGRAM MICRO INC.
285	900000060	INTEGRITY SPECIALISTS LLC
286	900000700	INTERNATIONAL ONLINE SCHOOL
287	900000617	INTERSTATE
288	900000529	INTUIT INC
289	900000542	ISAAC INVESTMENTS GROUP LLC
290	900000218	ISABELLE MAURICE DBA UNIQUE BLANKET
291	900000692	ITS CHESSE INC
292	900000208	J A GIBBS ENTERPRISES
293	900000261	J THIBODEAU PHOTOS
294	900000487	J. C. PENNEY CORPORATION INC
295	900000618	JACK IN THE BOX INC
296	900000319	JACO OIL COMPANY
297	900000037	JAMES F REILLY MD INC
298	900000283	JAMES W CAMPBELL
299	900000221	JANICE FRYATT
300	900000183	JB TURBANAS
301	900000186	JBS PROMOTIONS
302	900000308	JEFFREY S GALE
303	900000094	JERRY TAYLOR
304	900000716	JEWISH LEARNING INSTITUTE
305	900000005	JK TEK LLC
306	900000676	JOCELYN PANTRY 2 INC
307	900000667	JOCELYN PANTRY 4 LLC
308	900000619	JOSHI HOTEL GROUP
309	900000274	JRD UNICO, INC. AND JETRO CASH & CARRY ENTERPRISES, LLC.
310	900000260	JUDITH BIHARY
311	900000090	JULIE MITTINO CRAFTS
312	900000229	JUST A SWINGIN
313	900000620	KAISER FOUNDATION HEALTH PLAN INC
314	900000160	KANTACK ALCANTARA LAW OFFICE PC
315	900000018	KARDELL PLUMBING INC
316	900000513	KAREN DALE ZEMLANSKY
317	900000126	KARI KOCHAR
318	900000262	KATHLEEN THIBODEAU SHOES
319	900000032	KAYLA JOY SMITH DBA LULAROE KAYLA JOY SMITH
320	900000030	KEATING ENTERTAINMENT LLC
321	900000733	KENTUCKY SIGNWORKS
322	900000544	KHUSHI PROPERTIES LLC

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Row Number	DocID	Business Name
323	900000771	KIPLING RETAIL LLC
324	900000679	KK SONS USA INC
325	900000759	KNOXVILLE SUGAR GLIDERS
326	900000491	KOHL'S CORPORATION
327	900000703	KOL TUV GROCERY INC
328	900000704	KOLLEL FOOD INC
329	900000345	KONINKLIJKE LUCHTVAART MAATSCHAPPIJ NV
330	900000285	KONISA STUDIO
331	900000351	KOREAN AIR LINES CO LTD
332	900000690	KOSHER KINGDOM
333	900000490	L BRANDS, INC. (F/K/A LIMITED BRANDS, INC.)
334	900000087	LA AUXILIADORA DOLLAR STORE 2
335	900000127	LAMBERSON SALES COMPANY LLC
336	900000078	LANGLITZ CHIROPRACTIC & MASSAGE
337	900000309	LASCO ENTERPRISES LLC
338	900000353	LATAM AIRLINES BRASIL (TAM LINHAS AEREAS SA)
339	900000192	LAWRENCE R SCHROEPFER
340	900000622	LEGO SYSTEMS, INC.
341	900000101	LEMPS APOTHECARY INC
342	900000252	LES JARDINS DE BROSSARD INC
343	900000582	LESLIE'S POOLMART, INC.
344	900000284	LIBERTY THERAPY ASSOCIATES LLC
345	900000373	LIFE TIME FITNESS INC
346	900000665	LILBURN GROCERY INC
347	900000066	LINDA F OCONNOR
348	900000719	LKWD RESTAURANT LLC
349	900000623	LOEWS HOTELS HOLDING CORPORATION
350	900000499	LORD & TAYLOR, LLC
351	900000117	LORRAINE O'CONNOR DDS PC
352	900000366	LOS ANGELES DODGERS LLC
353	900000580	LOWE'S COMPANIES, INC.
354	900000198	LOYD'S LOCK CO LLC
355	900000533	LSA TRANSPORTATION LLC
356	900000545	LUBY'S FUDDRUCKERS RESTAURANTS LLC
357	900000500	LUXOTTICA OF AMERICA INC.
358	900000624	LYFT, INC.
359	900000217	LYONS AUTOMOTIVE CENTER INC
360	900000683	M&M CHOW LLC
361	900000497	MACY'S INC
362	900000757	MALCO ENTERPRISES OF NEVADA INC
363	900000161	MAMA RITA'S
364	900000625	MANANTO ENTERPRISES, LLC
365	900000237	MANNER OF LIFE LLC
366	900000444	MARATHON PETROLEUM CO LP
367	900000663	MARCEL USA INC
368	900000514	MARCELL MCALLEN, LLC

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Row Number	DocID	Business Name
369	900000062	MARIA CERVANTES
370	900000253	MARIE KESTER
371	900000012	MARILYN ROSE FINE ART
372	900000118	MARQUIP MECHANICAL
373	900000627	MARRIOTT INTERNATIONAL, INC.
374	900000626	MARRIOTT VACATIONS WORLDWIDE
375	900000203	MARTIN REBUILDING COMPANY
376	900000670	MARVIN ENTRP USA INC
377	900000414	MARY C BAGLEY
378	900000228	MARY KAY - ANA AZICRI
379	900000227	MARY KAY - ANYSSA CHAMBERS (ALVAREZ)
380	900000327	MATHIS BROS OKLAHOMA CITY, LLC
381	900000540	MAURICE HODGES
382	900000694	MAX BINIK 2'L CORP
383	900000072	MAXIMUM INSPECTIONS LLC
384	900000011	MD LOGICA, INC.
385	900000772	MERINO RETAIL, INC
386	900000758	METROPOLITAN TRANSPORTATION AUTHORITY
387	900000479	MGM RESORTS INTERNATIONAL
388	900000230	MICHAEL V SINISCALCHI
389	900000584	MICHAELS STORES, INC.
390	900000405	MICHELLE ANN SANDER: MK CONSULTANT
391	900000543	MIDWEST GOODS INC
392	900000549	MIDWESTERN WHEELS INC
393	900000022	MIKES TRUCK AND TRAILER REPAIR LLC
394	900000360	MINNESOTA HOCKEY VENTURE GROUP LP
395	900000212	MK CONSULT MONA KENNIS
396	900000731	MOBILE'S U DRIVE IT, INC.
397	900000696	MOISHAS KOSHER DISCOUNT SUPERMARKET
398	900000061	MON JIN LAU
399	900000332	MONEYGRAM INTERNATIONAL INC
400	900000409	MONTGOMERY AUTO RENTALS INC
401	900000330	MOODY NATIONAL MANAGEMENT LP
402	900000109	MOONEY'S STORE INC
403	900000014	MORRIS HASSON MD PC
404	900000641	MOUNTAIN STANDARD GROUP, LLC
405	900000695	MOUNTANI KOSHER FOOD CORP
406	900000052	MOUSAVI & LEE LLP
407	900000179	MY CHILD SPEAKS THREE LANGUAGES LLC
408	900000453	MYZP CENTRAL TEXAS CHUYS LTD
409	900000234	NAOMI KUMABE RMT
410	900000553	NATIONAL ALLIANCE OF TRADE ASSOCIATIONS
411	900000435	NATIONAL ASSOCIATION OF CONVENIENCE STORES
412	900000628	NATIONAL GENERAL INSURANCE
413	900000272	NATIONAL GROCERS ASSOCIATION
414	900000267	NATIONAL RAILROAD PASSENGER CORPORATION DBA AMTRAK

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Row Number	DocID	Business Name
415	900000528	NATIONAL RETAIL FEDERATION
416	900000767	NATM BUYING CORPORATION
417	900000213	NEEDAK INC
418	900000629	NESPRESSO USA
419	900000630	NESTLE WATERS NORTH AMERICA HOLDINGS INC
420	900000310	NEW ORLEANS PELICANS NBA, LLC
421	900000311	NEW ORLEANS SAINTS
422	900000534	NEWTON GAS, GROC. & GUN ACCESSORIES
423	900000278	NIKE INC
424	900000039	NL BOOKKEEPING & BUSINESS SOLUTIONS
425	900000661	NORTH HAIRSTON FOOD MART, INC
426	900000057	NORTHEAST RACING ENTERPRISES INC
427	900000749	NORTHSIDE RECOVERY LLC THE CORPORATION TRUST COMPANY
428	900000170	NOTICE ME NOW
429	900000214	OCLA GIFTS FOR ALL
430	900000116	O'CONNELL LAW LLC
431	900000722	OCTAGON COMMERCE
432	900000070	OFF GRID POWER SOLUTIONS LLC
433	900000486	OFFICE DEPOT INC
434	900000502	OFFICEMAX INCORPORATED
435	900000687	OH NUTS INC
436	900000688	OH NUTS INC
437	900000686	OH NUTS OF MONSEY INC
438	900000146	ONLINE FINANCIAL ENTITIES INC
439	900000631	ONSTAR LLC
440	900000083	OPEN DOOR MERCHANTISERS
441	900000411	ORGANIC MARKETS DBA FOODS FOR LIVING
442	900000510	OUTRIGGER HOSPITALITY GROUP
443	900000320	OVERSTOCK.COM, INC.
444	900000040	OZARK PORTABLE STRUCTURES LLC
445	900000088	P & T KIDS SALONS LLC
446	900000585	PACIFIC SUNWEAR OF CALIFORNIA, LLC
447	900000632	PACIFICA
448	900000587	PANDA RESTAURANT GROUP, INC.
449	900000554	PANDORA JEWELRY, INC.
450	900000754	PANERA, LLC
451	900000449	PAPA JOHN'S INTERNATIONAL INC
452	900000333	PAPPAS RESTAURANTS INC
453	900000254	PARADISE TAN
454	900000297	PARKEDGE FARM INC BED AND BREAKFAST
455	900000156	PASSION AUTOMOTIVE ACCESSORIES LTD
456	900000728	PATRCIA COOPER
457	900000189	PATRICIA J. SULLIVAN ATTORNEY AT LAW
458	900000081	PAUL D KINGHORN
459	900000243	PAUL HUBBS CONSTRUCTION CO INC
460	900000322	PAULINA GUZMAN

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Row Number	DocID	Business Name
461	900000279	PC RICHARD & SON INC
462	900000141	PEACH HILL DESIGNS
463	900000536	PERFUMANIA
464	900000292	PERRY/RANDOLPH FRIENDS OF NRA
465	900000447	PETCO ANIMAL SUPPLIES INC
466	900000337	PHILLIPS 66 COMPANY
467	900000341	PILOT CORPORATION
468	900000702	PIZZABOU INC
469	900000207	PLAID PANTRIES, INC. DBA PLAID PANTRY
470	900000073	POMRANKE INC
471	900000314	PONTE VEDRA CORPORATION
472	900000574	POOLCENTER.COM, INC.
473	900000097	PORT HOPE MINISTRIES INC
474	900000659	PORTDALE SHELL, INC
475	900000773	PORTLAND DESIGN EXCHANGE, INC
476	900000069	PRIMGHAR CHIROPRACTIC CENTER INC - DR HEATHER J EINCK DC
477	900000076	PROPERTYRADAR INC
478	900000633	PUBLIC STORAGE
479	900000634	QDOBA RESTAURANT CORPORATION
480	900000552	QUICKEN LOANS INC
481	900000672	RAHEEN INVESTMENT INC
482	900000324	RAISING CANE'S RESTAURANTS LLC
483	900000269	RALPH LAUREN CORPORATION
484	900000184	RAMBULLIN BED & BREAKFAST
485	900000538	RAMSOND CORPORATION
486	900000432	RATNER COMPANIES L.C.
487	900000658	RAUNAK ENTERPRISES INC
488	900000244	READING GAMES SOFTWARE CENTER
489	900000026	REAL ESTATE UD INC
490	900000531	REALPAGE INC
491	900000259	REBA D'S
492	900000265	RECREATIONAL EQUIPMENT INC
493	900000294	RED FRONT/FRANCIS CREEK INN
494	900000010	REFEREE PAC
495	900000551	REID PETROLEUM CORP
496	900000643	RELIANCE LEASING, INC.
497	900000698	RENEGADE FURNITURE GROUP INC
498	900000755	REPUBLIC SERVICES INC
499	900000468	RESTORATION HARDWARE INC
500	900000524	RETAIL INDUSTRY LEADERS ASSOCIATION
501	900000655	REX USA INC
502	900000329	RICKER OIL COMPANY INC
503	900000312	RIVER OAKS L-M INC
504	900000059	ROGER MALLER ART GALLERY
505	900000649	ROSEBUD BP INC
506	900000464	ROUNDY'S SUPERMARKETS INC

## Report of Exclusion Requests

Row Number	DocID	Business Name
507	900000511	ROVAR LLC
508	900000465	ROYAL CARIBBEAN CRUISES LTD.
509	900000505	RTW RETAILWINDS INC F/K/A NEW YORK & COMPANY INC
510	900000747	RUM POINT RECOVERY LLC
511	900000163	RUSTIC TOUCHES BY TAYLOR MADE
512	900000142	RUTH EREZA BONILLA
513	900000671	RV USA INC
514	900000652	RYSHA MEDLOCK INC
515	900000151	S & S GREEK AMERICAN CONCESSIONS
516	900000348	S&L TRAVEL PARTNERS INC
517	900000517	S.B. RESTAURANT CO.
518	900000644	SA PARVEEN ENTERPRISES, INC.
519	900000475	SADIES GRILL
520	900000635	SAGE HOSPITALITY RESOURCES LLC
521	900000503	SAKS INCORPORATED
522	900000516	SAMPSON-BLADEN OIL COMPANY, INC.
523	900000651	SARIKA ENTERPRISES INC
524	900000367	SBE ENTERTAINMENT GROUP
525	900000251	SCAVENGER SALOON
526	900000708	SCHNOOP LLC
527	900000710	SCHNOOP.COM LLC
528	900000588	SEARS HOLDING CORPORATION
529	900000131	SEED RESEARCH EQUIPMENT SOLUTIONS
530	900000477	SEMINOLE TRIBE OF FLORIDA
531	900000636	SEPHORA
532	900000697	SEVEN MILE FOOD MARKET LLC
533	900000735	SHABAKAS
534	900000122	SHAW ENTERPRISES
535	900000199	SHELBY TAFLIN
536	900000593	SHERWIN WILLIAMS CO
537	900000152	SHIRLEY MCMILLIAN
538	900000699	SHLUCHIM OFFICE
539	900000701	SHLUCHIM OFFICE INTERNATIONAL
540	900000707	SHNOOPCOM CORP
541	900000144	SI PROPERTY INVESTMENTS LLC
542	900000246	SIAM CLASSIC INN AND SPA
543	900000371	SIGNATURE FLIGHT SUPPORT
544	900000303	SIMON PROPERTY GROUP
545	900000509	SKY NAILS & SPA
546	900000103	SMITH HISTORICAL SOCIETY
547	900000526	SODEXO INC
548	900000650	SONY INVESTMENTS INC
549	900000406	SOUTH CAROLINA AUTO RENTALS
550	900000408	SOUTHEASTERN CAR & TRUCK RENTALS INC
551	900000668	SPALDING CHEVRON INC
552	900000336	SPECIALTY RETAILERS

## Report of Exclusion Requests

Row Number	DocID	Business Name
553	900000473	SPEEDWAY LLC
554	900000512	SPINNERS INC
555	900000157	SPORTS MEDIA MARKETING LLC
556	900000043	SPORTS TWINS PHOTOGRAPHY
557	900000521	SPOTIFY USA INC.
558	900000573	SPP HOLDING CORPORATION DBA SPECIALTY POOL PRODUCTS
559	900000459	SPRINT CORPORATION
560	900000737	SPROUTS FARMERS MARKETS INC
561	900000642	SQUARE, INC.
562	900000173	SS TREE CARE LLC
563	900000657	SSR 2017 LLC
564	900000485	ST GEORGE LANDSMEN LLC
565	900000128	ST JOSEPH'S EAR NOSE & THROAT CLINIC PLLC
566	900000166	STAGE 2 AV PRODUCTIONS
567	900000756	STAIRCOM PTY LTD
568	900000498	STAPLES, INC
569	900000448	STARBUCKS CORPORATION
570	900000321	STEIN MART INC.
571	900000451	STERLING INC
572	900000182	STEVEN FISHER
573	900000100	STEWART FINANCIAL SERVICES
574	900000041	STIGLIANO FAMILY PRACTICE PC
575	900000085	STOCKTON ENTERPRISES
576	900000420	STRIPE INC
577	900000164	SUBPIXEL
578	900000591	SUN HOLDINGS, INC.
579	900000506	SUNOCO, INC. (R&M) D/B/A SUNOCO (R&M) LLC
580	900000637	SUNSTONE 42ND STREET LESSEE, INC.
581	900000675	SV KILLIANHILL INC
582	900000443	SWAROVSKI US HOLDING LIMITED
583	900000425	SWISS INTERNATIONAL AIR LINES LTD
584	900000691	SYLVIAS KOSHER PLACE
585	900000648	T & T USA INC
586	900000646	TARA GAS INC
587	900000493	TARGET CORPORATION
588	900000344	TARRANT COUNTY, TEXAS
589	900000470	TASKRABBIT INC
590	900000346	TAUCK INC
591	900000130	TAX SOLUTIONS
592	900000305	TENNESSEE FOOTBALL INC
593	900000125	TERRACE HILL GOLF COURSE
594	900000546	TERRI (TERESA) KAY MOEHRING
595	900000456	TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH
596	900000741	TGI FRIDAY'S, INC.
597	900000017	THE 1887 HANSEN HOUSE BED AND BREAKFAST
598	900000050	THE ALLIANCE SOUTHEAST

## Report of Exclusion Requests

Row Number	DocID	Business Name
599	900000492	THE BON-TON STORES, INC.
600	900000744	THE BRIAD RESTAURANT GROUP, LLC.
601	900000277	THE BUCKLE, INC.
602	900000224	THE BUTCHER THE BAKER OF ASHEVILLE
603	900000302	THE CHILDRENS PLACE INC
604	900000605	THE CONTAINER STORE
605	900000334	THE FRESH MARKET, INC.
606	900000282	THE GAP, INC.
607	900000463	THE HERTZ CORPORATION
608	900000176	THE KCS GROUP INC
609	900000181	THE PURPLE COW
610	900000594	THE SPORTS AUTHORITY, INC.
611	900000271	THE TALBOTS INC
612	900000494	THE TJX COMPANIES, INC.
613	900000590	THE WALT DISNEY COMPANY
614	900000281	THE WILLIAM CARTER COMPANY
615	900000721	THERAPY DEPOT INC
616	900000440	THERMO FISHER SCIENTIFIC INC
617	900000557	THORNTONS LLC
618	900000774	TIMBERLAND RETAIL LLC
619	900000145	TIMBERLINE GALLERY
620	900000201	TOP NAILS BY MARY
621	900000415	TOTAL WINE & MORE
622	900000162	TOWN OF UNION
623	900000372	TRACFONE WIRELESS, INC.
624	900000766	TRACTOR SUPPLY
625	900000355	TRAVCORP USA INC
626	900000084	TULSA PEDIATRIC GROUP PC
627	900000750	TURKISH AIRLINES
628	900000416	UBER TECHNOLOGIES INC
629	900000174	U-HAUL-LITTLE-TEXAS #56358
630	900000550	ULINE, INC.
631	900000638	UNITED AIRLINES, INC.
632	900000374	UNITED PARCEL SERVICE CO.
633	900000639	UNITEDHEALTH GROUP INC
634	900000689	US AIMOTIVE WORLDWIDE CORP
635	900000738	USR PARENT INC
636	900000775	V. F. CORPORATION
637	900000080	VALE VETERINARY CLINIC
638	900000121	VALENTINA GOMEZ
639	900000342	VALERIE A MOLLO
640	900000776	VANS INC
641	900000548	VEHICLE RENTAL SERVICES LLC
642	900000504	VERIZON COMMUNICATIONS INC
643	900000777	VF IMAGEWEAR INC
644	900000778	VF OUTDOOR LLC

## Report of Exclusion Requests

Row Number	DocID	Business Name
645	900000779	VF SERVICES LLC
646	900000104	VICTORY COSMETICS
647	900000105	VILNIS & CO ANTIQUES
648	900000508	VIRGIN AMERICA INC
649	900000110	VISION RESTAURANTS INC
650	900000136	VISUAL THOUGHTS FINE ART
651	900000387	VITAMIN SHOPPE INDUSTRIES INC
652	900000115	VOCE ENTERPRISES LTD
653	900000762	WALLACE LEASING CORP
654	900000064	WALTER HASS GRAPHICS INC
655	900000578	WAREHOUSE POOLS INC
656	900000734	WASHINGTON ALLIANCE INTL
657	900000362	WATERKEEPER ALLIANCE
658	900000713	WESTERN KOSHER PICO BRANCH
659	900000335	WHATABURGER, INC.
660	900000640	WHITE LODGING SERVICES CORPORATION
661	900000434	WHOLE FOODS MARKET INC
662	900000565	WIDEOPENWEST, INC.
663	900000195	WILL ROGERS ROYAL CLOCK SHOP
664	900000780	WILLIAMSON-DICKIE MANUFACTURING COMPANY LLC
665	900000047	WOOD COLLISION CENTER
666	900000044	WORD OF LIFE CHURCH
667	900000034	WRIGHT'S TRIPower
668	900000450	WYNDHAM DESTINATIONS INC
669	900000412	XAVIERS
670	900000089	XSEL ENTERPRISES LLC
671	900000124	YAMAMOTO JAPAN INC
672	900000684	YGSL HOLDINGS LLC
673	900000693	YOU SAVE GROCERY
674	900000386	YUM! BRANDS INC
675	900000656	ZAINA GROUP INC

# **EXHIBIT 2**

*47 West 55th Restaurant Inc. v. Visa U.S.A. Inc., et al.*, No. 06-CV-01829-MKB-JO (E.D.N.Y.), formerly No. 05-CV-08057-SCR (S.D.N.Y.).

*518 Restaurant Corp. v. American Express Travel Related Services Co., Inc., et al.*, No. 05-CV-05884-MKB-JO (E.D.N.Y.), formerly No. 05-CVG-04230-GP (E.D. Pa.).

*American Booksellers Association v. Visa U.S.A., Inc., et al.*, No. 05-CV-05319-MKB-JO (E.D.N.Y.).

*Animal Land, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05074-MKB-JO (E.D.N.Y.), formerly No. 05-CV-01210-JOF (N.D. Ga.).

*Baltimore Avenue Foods, LLC v. Visa U.S.A., Inc., et al.*, No. 05-CV-05080-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06532-DAB (S.D.N.Y.).

*Barry's Cut Rate Stores, Inc., et al. v. Visa, Inc., et al.*, No. 05-MD-01720-MKB-JO (E.D.N.Y.).

*Bishara v. Visa USA, Inc., et al.*, No. 05-CV-05883-MKB-JO (E.D.N.Y.), formerly No. 05-CV-04147-GP (E.D. Pa.).

*BKS, Inc., et al. v. Visa, Inc., et al.*, No. 09-CV-02264-MKB-JO (E.D.N.Y.), formerly No. 09-CV-00066-KS-MTP (S.D. Miss.).

*Bonte Wafflerie, LLC, et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05083-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06708-DAB (S.D.N.Y.).

*Broadway Grill, Inc. v. Visa, Inc., et al.*, No. 17-cv-04362-MKB-JO (E.D.N.Y.), formerly No. 16-cv-04040 (N.D. Cal.) and 16-00392 (Cal. Super. Ct.).

*Broken Ground, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05082-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06543-DAB (S.D.N.Y.).

*Connecticut Food Association, Inc., et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05880-MKB-JO (E.D.N.Y.), formerly No. 05-CV-07456-DAB (S.D.N.Y.).

*Discount Optics, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05870-MKB-JO (E.D.N.Y.), formerly No. 05-CV-07175-DAB (S.D.N.Y.).

*East Goshen Pharmacy, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05073-MKB-JO (E.D.N.Y.), formerly No. 05-CV-01177-JBA (D. Conn.).

*Esdacy, Inc. v. Visa U.S.A., Inc. et al.*, No. 06-CV-05583-MKB-JO (E.D.N.Y.), formerly No. 06-CV-02192-MDL (D.S.C.).

*Fairmont Orthopedics & Sports Medicine, PA, et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05076-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06259-DAB (S.D.N.Y.).

*Fitlife Health Systems of Arcadia, Inc. v. Mastercard International Incorporated, et al.*, No. 05-CV-05153-MKB-JO (E.D.N.Y.).

*Fringe, Inc. v. Visa U.S.A., Inc. et al.*, No. 05-CV-04194-MKB-JO (E.D.N.Y.).

*G.E.S. Bakery, Inc. v. Visa USA, Inc., et al.*, No. 05-CV-05879-MKB-JO (E.D.N.Y.), formerly No. 05-CV-07414-DAB (S.D.N.Y.).

*Gulfside Casino Partnership v. Visa, Inc., et al.*, No. 09-CV-03225-MKB-JO (E.D.N.Y.), formerly No 05-CV-00382-HSO-JMR (S.D. Miss.).

*Harris Stationers, Inc., et al. v. VISA International Service Association, Inc., et al.*, No. 05-CV-05868-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06541-ABC-AJW (C.D. Cal.).

*Hyman, et al. v. VISA International Service Association, Inc., et al.*, No. 05-CV-05866-MKB-JO (E.D.N.Y.), formerly No. 05-CV-00487 (W.D. Ky.).

*Jasperson v. Visa U.S.A., Inc., et al.*, No. 05-CV-05070-MKB-JO (E.D.N.Y.), formerly No. 05-CV-02996-MMC (N.D. Cal.).

*Jax Dux & Bux, LLC v. Visa U.S.A. Inc., et al.*, No. 06-CV-01830-MKB-JO (E.D.N.Y.), formerly No. 05-CV-08058-SCR (S.D.N.Y.).

*Jetro Holding, Inc., et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-04520-MKB-JO (E.D.N.Y.).

*JGS4, Inc. v. Visa USA, Inc., et al.*, No. 05-CV-05885-MKB-JO (E.D.N.Y.), formerly No. 05-CV-00801-CNC (E.D. Wis.).

*Lakeshore Interiors v. Visa U.S.A., Inc., et al.*, No. 05-CV-05081-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06683-DAB (S.D.N.Y.).

*LDC, Inc. v. Visa USA, Inc., et al.*, No. 05-CV-05871-MKB-JO (E.D.N.Y.), formerly No. 05-CV-07316-DAB (S.D.N.Y.).

*Lee, et. al. v. Visa U.S.A. Inc., et. al.*, No. 05-CV-03800-MKB-JO (E.D.N.Y.).

*Leeber Cohen, M.D. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05878-MKB-JO (E.D.N.Y.), formerly No. 05-CV-07317-DAB (S.D.N.Y.).

*Lepkowski v. Mastercard International Incorporated, et al.*, No. 05-CV-04974-MKB-JO (E.D.N.Y.).

*Lombardo Bros., Inc. v. Visa U.S.A., Inc.*, No. 05-CV-05882-MKB-JO (E.D.N.Y.), formerly No. 05-CV-04146-GP (E.D. Pa.).

*Michael Cetta, Inc. v. Visa U.S.A. Inc., et al.*, No. 06-CV-01831-MKB-JO (E.D.N.Y.), formerly No. 05-CV-08060-SCR (S.D.N.Y.).

*National Association of Convenience Stores, et al. v. Visa U.S.A., Inc. et al.*, No. 05-CV-04521-MKB-JO (E.D.N.Y.).

*National Grocers Association, et al. v. Visa U.S.A., Inc. et al.*, No. 05-CV-05207-MKB-JO (E.D.N.Y.).

*NuCity Publications, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05075-MKB-JO (E.D.N.Y.), formerly No. 05-CV-05991-DAB (S.D.N.Y.).

*Parkway Corp., et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05077-MKB-JO (E.D.N.Y.), formerly No. 05-CV-06349-DAB (S.D.N.Y.).

*Payless Shoe Source, Inc. v. Visa U.S.A. Inc., et al.*, No. 06-CV-01832-MKB-JO (E.D.N.Y.), formerly No. 05-CV-09245-SCR (S.D.N.Y.).

*Performance Labs, Inc. v. American Express Travel Related Services Co., Inc., et al.*, No. 05-CV-05869-MKB-JO (E.D.N.Y.), formerly No. 05-CV-03959-JCL-MF (D. N.J.).

*Photos Etc. Corp., et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05071-MKB-JO (E.D.N.Y.), formerly No. 05-CV-01007-WWE (D. Conn.).

*Resnick Amsterdam & Leshner P.C. v. Visa U.S.A., Inc., et al.*, No. 05-CV-03924-MKB-JO (E.D.N.Y.).

*Rookies, Inc., et al. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05069-MKB-JO (E.D.N.Y.), formerly No. 05-CV-02933-SC (N.D. Cal.).

*Seaway Gas & Petroleum, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-04728-MKB-JO (E.D.N.Y.).

*Tabu Salon & Spa, Inc. v. Visa U.S.A., Inc., et al.*, No. 05-CV-05072-MKB-JO (E.D.N.Y.), formerly No. 05-CV-01111-WWE (D. Conn.).

*Twisted Spoke v. Visa USA, Inc., et al.*, No. 05-CV-05881-MKB-JO (E.D.N.Y.), formerly No. 05-CV-02108-KMO (N.D. Ohio).